

**LAKE AND PENINSULA BOROUGH
RESOLUTION 16-09**

**A RESOLUTION APPROVING A PROFESSIONAL SERVICE CONTRACT BETWEEN THE BOROUGH AND
BOB LOEFFLER, JADE NORTH, LLC. WITHOUT A COMPETITIVE PROCESS**

WHEREAS, the Lake and Peninsula Borough is authorized by LPB Ord 2.24.090 and 6.24.110 to enter into a professional service agreement with or without a competitive process; and

WHEREAS, the Lake and Peninsula Borough has an existing written agreement with BOB LOEFFLER of JADE NORTH, LLC to provide consulting services ; and

WHEREAS, the Lake and Peninsula Borough approved an initial contract for with BOB LOEFFLER of JADE NORTH, LLC with Ordinance 14-06 on April 21, 2014; and

WHEREAS, LPB ORD 6.24.110 provides for contracts to be renewed by resolution; and

NOW, THEREFORE, BE IT RESOLVED: that the Borough Assembly of Lake and Peninsula Borough renews the formal consulting agreement with BOB LOEFFLER of JADE NORTH, LLC under authority of LPB 6.24.110.

BE IT FURTHER RESOLVED: that the Borough specifically finds that a competitive process to fill the position would be pointless; only BOB LOEFFLER of JADE NORTH, LLC has the skills and experience as he has served in this capacity for many years and the Borough is satisfied with his services and has confidence in his work and work product.

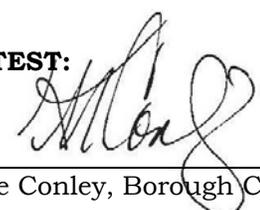
BE IT FURTHER RESOLVED: that the contract between the Borough and BOB LOEFFLER of JADE NORTH, LLC shall be in substantially the form set out in Exhibit A to this Ordinance.

PASSED AND APPROVED by a duly constituted quorum of the Lake and Peninsula Borough Assembly this 13th day of April, 2016.

IN WITNESS THERETO:


Glen Alsworth, Sr. Mayor

ATTEST:



Kate Conley, Borough Clerk



Consulting Services Agreement

This agreement is effective **April 1, 2016** by and between Jade North, LLC (hereinafter referred to as “the Consultant”), with offices located at 1336 W. 12th Avenue, Anchorage, Alaska 99501 (phone: 907-250-5504) and the following named person or organization (hereinafter referred to as “the Client”).

Lake and Peninsula Borough

Name

P.O. Box 495; King Salmon, Alaska 99613

Address

Ph: 907-246-3421 / Fax: 907-246-6602 / manager@lakeandpen.com

Phone/Fax/email

Section 1, General

The Client does hereby employ the Consultant to perform consulting services related to the activities of Lake and Peninsula Borough in Alaska. Such services include but are not limited to:

- Liaison with resource developers representing Lake and Peninsula Borough interests;
- Communication with state, federal, and mining officials as may be required to maintain best possible communication/information to and from the Borough concerning proposed resource development within the borough and its related infrastructure;
- Assistance with the Borough’s review and response through the planning and permitting process as may be required for significant resource development projects and related appurtenances;
- Assistance, as warranted, with development of taxation policies/revisions;
- Assistance, as warranted, in the development of regional training strategies;
- Assistance, as warranted, for other land, energy planning or related issues, as they may arise and for which assistance is requested;
- Communication with the Borough the Borough Manager and through monthly reports to the Assembly, written, or presented in person, as required;
- Assistance in reviewing resource-related policies and the development of regional long-term strategies to ensure the residents of the Borough benefit to the fullest extent possible from the development of resource development and energy projects in the Borough; and
- Assistance with other duties/topics as they may arise or as the Borough Manager may direct.

Section 2, Term

This agreement is intended to begin effective April 1, 2016 and ends on December 31, 2018 unless extended by both parties. This contract may be terminated by either party without notice or penalty. This agreement does not commit either party to a specific term. In the event the Borough exercises its right to terminate the agreement, payment shall be limited to services performed through the date of termination.

Section 3, Key Consultants, Fees, and Expenses

The Consultant's Key Professionals for purposes of completing the work is Bob Loeffler. However, with prior approval of the Client, the Consultant may hire, supervise and/or pay its own employees or associates to help perform any part(s) of these services. The Consultant shall be compensated according to rates described in Schedule A.

Section 4, Consultant Billing

Consultant will present the Client with monthly invoices that are due within 21 days of receipt by the Client. Unless otherwise directed by the client, the invoice will be delivered by e-mail to manager@lakeandpen.com with a copy to finance@lakeandpen.com. Fees and expenses will be billed in the month following them being incurred by the Consultant.

Section 5, Independent Entity

Consultant is an independent entity. As an independent entity, the Consultant may also perform services for any other organizations or persons in similar or unrelated businesses.

The Consultant may perform these services at any location conducive to their completion, including the Client's office space, the Consultant's home or office space, or any other site(s). The Client is under no obligation to provide workspace to the Consultant; and the Consultant is under no obligation to work in the Client's office.

The Client does not set specific work hours for performance of this Agreement. The Consultant shall devote such time as is necessary, at its discretion, to complete these services. The Consultant shall not be compensated at an overtime rate for hours worked in excess of eight hours per day or forty hours per week, as would be the case if the Consultant were a Client employee.

The Consultant is not an agent, officer or employee of the Client and shall have no right or authority to bind or obligate the Client in any manner or for any purpose.

Neither federal income taxes nor Social Security (FICA) shall be withheld from the Consultant's

compensation by the Client, as would be the case if the Consultant were a Client employee. The Client shall provide the Consultant with a completed Form 1099MISC, if required by the Internal Revenue Service, in January of the year(s) following payment(s) for all or part of these services. The Client shall provide same to the IRS as required by law.

Should this Agreement be terminated by either party for any reason, the Consultant shall not be entitled to apply for or to receive unemployment compensation from the State of Alaska or from any other state as a result of performance of these services.

Section 6, Benefits

The Client will not provide employee benefits of any kind to the Consultant.

Section 7, Consultant Held Harmless

The Client agrees to defend and indemnify the Consultant against liability (including errors and omissions) incurred while acting in official capacity as its Consultant to the maximum extent permitted by law. This agreement shall not apply where a claim arises from the willful misconduct or gross negligence of Consultant.

Section 8, Insurances

The Consultant will maintain, at no cost to the Client, general liability and other insurances as are deemed necessary by the Consultant for operation of Consultant's business. Fees for any additional insurance deemed necessary by the Client will be billed to the Client.

Section 9, Confidentiality

The Consultant agrees to treat with strict confidentiality all private information that may be obtained from the Client during fulfillment of this Agreement.

Section 10, Amendment

This agreement may be amended at any time by mutual written consent.

Section 11, Jade North, LLC. Reference Numbers

Federal Employer Tax Identification Number: 92-0173934

Alaska Business License Number: 415569

Lake and Peninsula Borough, Jade North Job Number: AK06-25-001

Section, 12, Signatures

For the Consultant
Jade North, LLC



Bob Loeffler, Partner

For the Client
Lake and Peninsula Borough

Nathan Hill, Manager

04/07/2016

Date

Date

This is “**SCHEDULE A**” to the
CONSULTING SERVICES AGREEMENT

Between **Jade North, LLC** and the **Lake and Peninsula Borough**

Timing of Services

Effective: April 1, 2016

Key Professionals

For the purpose of this Consulting Services Agreement, the following is the Key Professionals of the Consultant:

Bob Loeffler
Patty Bielawski

With the prior approval of the Client, the Consultant may apply the services of the additional listed Jade North, LLC representatives to completion of the work.

Furthermore, if additional expertise is required for a particular task, with consent of the client, the consultant may recommend the client hire or itself directly hire that expertise and bill the cost to the client in addition to either the hourly or retainer fees due for Jade North, LLC representatives.

Compensation Rates for Services

Compensation is by hourly fees at \$150/hour plus direct expenses. Direct expenses include travel and all associated costs and may include: fees for additional materials or insurance required by clients; copying, courier, delivery, and postage, long distance phone and facsimile charges; and any other costs directly associated with completing the requested work. However, the consultant may not spend or invoice more than \$3,500 in any one month, including hourly fees and direct expenses, without approval of the manager.

Compensation may be converted from an hourly fee to a retainer plus expenses at any time throughout the contract term upon mutual agreement of the Consultant and Client. Individual hourly rates are issued in January of each year and, for 2015, are as stated below:

Bob Loeffler - \$ 150.00 per hour
Patty Bielawski - \$ 150.00 per hour

Hourly rates may be adjusted throughout the year following 60-day notice to clients.

Designated Representatives

The designated representatives of the Contractor and the Client shall be as follows:

For Jade North, LLC: Bob Loeffler, Partner, bobl@jadenorth.com

For the Client:

Name: Nathan Hill, Manager

Company: Lake and Peninsula Borough

Address: P.O. Box 495
King Salmon, Alaska 99613

Ph: 907-246-3421

Fax: 907-246-6602

Email: manager@lakeandpen.com