

**LAKE AND PENINSULA BOROUGH
RESOLUTION 16-10**

**A RESOLUTION APPROVING A PROFESSIONAL SERVICE CONTRACT BETWEEN THE BOROUGH AND
MARK S. HICKEY, D.B.A. HICKEY AND ASSOCIATES 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 MARK S. HICKEY, D.B.A. HICKEY AND ASSOCIATES to provide lobbying and limited consulting services ; and

WHEREAS, the Lake and Peninsula Borough approved an initial contract for with MARK S. HICKEY, D.B.A. HICKEY AND ASSOCIATES with Ordinance 14-05 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 lobbying and consulting services agreement with MARK S. HICKEY, D.B.A. HICKEY AND ASSOCIATES 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 MARK S. HICKEY, D.B.A. HICKEY AND ASSOCIATES 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 MARK S. HICKEY, D.B.A. HICKEY AND ASSOCIATES shall be in substantially the form set out in Exhibit A to this Ordinance.

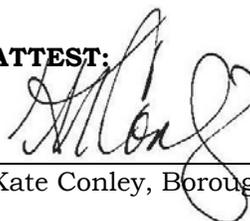
PASSED AND APPROVED by a duly constituted quorum of the Lake and Peninsula Borough Assembly this 13th day of April, 2016.

IN WITNESS THERETO:



Glen Alsworth, Sr. Mayor

ATTEST:



Kate Conley, Borough Clerk

**EMPLOYMENT AGREEMENT
FOR
LOBBYING AND CONSULTING SERVICES**

Introduction

The Lake and Peninsula Borough (hereinafter "the Borough") and Mark S. Hickey, d.b.a. Hickey and Associates (hereinafter, "the contractor") have reached an agreement whereby the contractor will provide lobbying and limited consulting services to the Borough for one year commencing on July 1, 2015. This Employment Agreement states the terms, conditions, compensation, and scope of work contained in this agreement.

Term of Agreement

This agreement secures the services of the Contractor as a lobbyist and consultant for one year commencing on July 1, 2015 and ending on June 30, 2016. The number of hours spent on Borough projects and the timing of those hours (i.e., before, during, and after the legislative session) shall be at the discretion of the Contractor as he sees necessary to accomplish the goals of the Borough. The Contractor's time allocation shall also be subject to specific requests by the Mayor or Borough Manager. It is understood that the time spent on any particular project or issue will be sufficient to provide a comprehensive and professionally responsive approach and commitment in helping the Borough achieve its particular capital and legislative goals throughout the period of this agreement.

Compensation

Subject to modification by mutual agreement, total compensation for the term of this agreement shall be for the annual amount of \$55,000 dollars. This sum will be paid in six (6) equal payments in the following manner:

Payment #1	September 1, 2015	\$9,166.66
Payment #2	November 1, 2015	\$9,166.66
Payment #3	January 1, 2016	\$9,166.66
Payment #4	March 1, 2016	\$9,166.66
Payment #5	May 1, 2016	\$9,166.66
Payment #6	June 15, 2016	\$9,166.70

It is understood that most routine phone, fax, internet, and other miscellaneous, indirect, and third party costs shall be covered by the compensation package described above. Travel, per diem, and other extraordinary costs associated with Borough related work will be reimbursed at actual cost and will be contingent upon written or verbal "before the fact" approval from the Borough Manager.

Scope of Work

It is understood by both parties that the primary focus of this agreement is to be placed upon lobbying services. Lobbying services provided by the consultant shall include, but not be limited to:

1. Providing standard lobbying services via a "team approach" both during the legislative session and during the interim, as requested by the Borough Manager and/or the Borough Mayor;
2. Assisting the Manager in developing an overall strategy to pursue the Borough's capital and legislative priorities, both during the session and during the interim;
3. Keeping appropriate Borough officials informed on key legislation, regulations, and state government program changes in which the Borough may have an interest;
4. Assisting Borough officials in preparing and/or reviewing Borough requests, letters, and proposals to be submitted to state administrative agencies and the legislature;
5. Meeting and working with legislators, legislative staff, and administration officials in order to represent particular interests of the Borough and to provide information regarding Borough concerns;
6. Meeting periodically with the Mayor, Assembly, and Manager and providing periodic written reports (both scheduled and as requested by the Manager) on the lobbying activities described above.

In addition to lobbying, the contractor will provide limited consulting services related to various aspects of municipal government and specific Borough projects. It is understood that consulting services shall be provided on an "as-needed" basis and the nature and scope of these services will be agreed upon by the Borough Manager and the Contractor. Both parties agree that consulting services of this type shall not take up more than approximately 15 percent of the Contractor's time subject to this agreement. The Borough manager and the contractor may negotiate a

separate contract for consulting services or an amendment to this agreement if more of the Contractor's time is required on any specific project.

Amendments

Any changes or modifications to the terms, scope of work, or compensation provisions of this agreement shall be agreed to by both parties. All changes shall be in writing and signed by both the Borough Manager and the Contractor.

Termination

Either party may terminate this agreement, with or without cause, by providing the other party with a written 30 day notice. If the Borough terminates this agreement and the termination date falls between scheduled payment dates, the Contractor shall be compensated on a pro rated basis.



Mark S. Hickey: _____

Date: June 15, 2015

Borough Manager: _____

Date: _____