

**CITY OF CORDOVA, ALASKA
RESOLUTION 12-16-36**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY MANAGER TO ENTER IN TO A TWO YEAR
AGREEMENT WITH JOHN W. BITNEY FOR CONSULTING SERVICES IN THE
AMOUNT OF FORTY-EIGHT THOUSAND DOLLARS (\$48,000) PER YEAR PLUS
REASONABLE EXPENSES**


WHEREAS, the City of Cordova is in need of a Consultant to lobby on behalf of the City before the State Legislature and others; and

WHEREAS, the Mayor has recommended, that John W. Bitney is the best candidate for this position.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby authorizes the City Manager to enter into a two (2) year agreement, attached as Exhibit "A", with John W. Bitney in the amount of forty-eight thousand dollars (\$48,000) per year plus reasonable expenses.


PASSED AND APPROVED THIS 7th DAY OF DECEMBER, 2016





Clay R. Koplín, Mayor

ATTEST:



Susan Bourgeois, CMC, City Clerk

Exhibit "A"

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF CORDOVA AND JOHN W. BITNEY**

The parties to this Agreement are the CITY OF CORDOVA, P.O. BOX 1210, CORDOVA, AK 99574, herein referred to as "City," and JOHN W. BITNEY, P.O. Box 521072, Big Lake, AK 99652, herein referred to as "Consultant."

I. Scope of Work. The Consultant is retained to represent the City before various public and private entities, including, but not limited to, the Alaska State Legislature and the United States Legislature, at the specific direction of the City. The Consultant shall advocate the priorities of the City as established by Cordova City Council, Mayor, and City Manager.

II. Term of Agreement. This Agreement shall be in effect from January 1, 2017 until December 31, 2018, unless amended in writing in accordance with the terms of this Agreement.

III. Communication. The Consultant shall communicate regularly, especially during the Legislative session, with the Mayor and City Manager, or their designees. The Consultant shall advocate the priorities established by the City as directed by the Mayor or City Manager, or their designees. Further, the Consultant shall meet with the City at mutually agreed times to present reports, discuss strategy and develop plans.

IV. Exclusivity. The Consultant agrees not to represent any other municipal or borough client during the term of this agreement without consent of the City. If the Consultant chooses to take an additional municipal or borough client the Consultant shall notify the City Manager and Mayor at least 90 days prior to accepting the new client. The City may choose to allow the Consultant to add the new client. If the Consultant chooses to accept a municipal or borough client without approval from the City, the City may choose to withdraw from this agreement without penalty, and payments to the Consultant shall be prorated to the date of withdrawal.

V. Compensation. The City shall pay Consultant the sum of forty-eight thousand dollars (\$48,000.00) each year for two years. A payment of twelve thousand dollars (\$12,000.00) each shall made quarterly on January 1, April 1, July 1, and October 1, 2017, and on January 1, April 1, July 1, and October 1, 2018.

VI. Reimbursable Expenses. The City shall reimburse Consultant for reasonable expenses incurred in conjunction with fulfilling Consultant's obligations under this Agreement. Payments for expenses shall be made within 30 days of receipt of consultant's invoice.

VII. Amendment to Agreement. This Agreement may be amended or modified in writing. Any amendment or modification must be signed by the City and the Consultant to be valid.

VIII. Termination. This agreement may be terminated by either party with 90 days written notice.

IX. Entire Agreement. This document represents the entire agreement between the parties.

CITY OF CORDOVA

CONSULTANT

By: _____
Alan Lanning (City Manager)

By: _____
John W. Bitney (Consultant)

Date: _____

Date: _____