

PROFESSIONAL SERVICES CONTRACT

This professional services agreement is entered into between the Petersburg Borough (Petersburg), P.O. Box 329, Petersburg, AK 99833, and Ray Matiashowski & Associates, PO Box 240345, Douglas, AK, 99824, hereinafter called "RM&A",

Whereas, the Borough has need of professional lobbying services, and

Whereas, RM&A offers expertise and knowledge in socio-political and government matters in the State of Alaska, and

Whereas, Petersburg desires to make continued use of RM&A's services in these areas and engage RM&A to render these services, and

Whereas, RM&A desires to perform these services based on the terms and conditions hereinafter set forth:

Therefore, In consideration of the mutual terms and conditions set forth below, the parties agree as follows:

1. Duties and Term: Petersburg employs RM&A for State of Alaska consultative, legislative and administrative lobbying activities and to advise management on all matters as defined by mutual agreement to render such services pertinent thereto in accordance with such instructions as may from time to time be given by Petersburg. RM&A shall report and be responsible to the Borough Manager of Petersburg. RM&A shall devote its best effort and such time as shall be necessary and consistent with the provisions of this agreement. Petersburg hereby contracts and employs RM&A beginning January 01, 2015 and ending December 31, 2015 unless extended or shortened by mutual consent.
2. Compensation: Petersburg shall pay RM&A compensation for its services as follows: \$3,500.00 each month for the term of this agreement. Payment shall be made to RM&A upon presentation of an appropriate invoice. Included in such monthly payment is reimbursement of incidental costs including: local transportation, photocopying, long distance telephone charges, overnight mail and postage. Any travel outside the Juneau metropolitan area, including meals, lodging and plane fare, shall be billed to Petersburg. Such travel shall not be taken unless authorized by the Borough Manager.
3. Termination: This agreement shall remain in full force and effect for the term herein specified unless terminated or annulled by either party upon thirty days notice in writing.
4. Nonassignability. This agreement is purely and solely with RM&A. RM&A shall have no right to assign, transfer, pledge or otherwise affect the agreement, nor any interest thereunder, nor any of the monies due or to become due by reason of the terms therein.

5. Waivers, Modification, or Alterations. Any waiver or modification of any of the provisions of this agreement or the termination thereof, shall be in writing and signed by both parties.
6. Venue: This agreement shall be governed by the laws of Alaska.
7. Independent Contractor. Neither this agreement, nor anything contained herein, shall be construed to extend to RM&A the right to act as agent for Petersburg nor to grant to RM&A any power of attorney, whether actual, or apparent, or implied. RM&A shall remain throughout the performance of this agreement as an independent contractor.

IN WITNESS WHEREOF, the parties have set their hands and seals on the dates and places indicated below.

Ray Matiaskowski
RAY MATIASKOWSKI & ASSOCIATES

Date

Kathy O'Rear, Clerk
PETERSBURG BOROUGH

Date

Approved by Borough Assembly: 11-24-2014