

**PROFESSIONAL SERVICES CONTRACT
LOBBYIST SERVICES**

I. PARTIES

BETWEEN: FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT
520 Fifth Avenue
Fairbanks, Alaska 99701

referred to as "the School District"

AND JOHN RINGSTAD
757 Illinois Street
Fairbanks, Alaska 99701
(907) 590-2026

referred to as "the Contractor"

II. CONTRACT TERMS

A. SCOPE OF WORK

Subject to the terms and conditions hereinafter provided, the School District engages the Contractor for the furnishing of services specifically described in Exhibit "A-1," "Lobbyist Services to School District," which is hereby incorporated by reference, and for such other tasks as may be mutually agreed upon in writing between the Contractor and the School District.

B. TERM

The services to be performed under this Contract shall commence upon approval by the Board of Education, November 7, 2017 through June 30, 2018, subject to earlier termination as provided in this agreement and the exhibits thereto.

C. CONSIDERATION AND PAYMENT

1. As consideration for such services, as hereinafter provided, the School District agrees to pay the Contractor the professional fees described in Exhibit A-2 at the dates provided in Exhibit A-2.
2. The Contractor shall be reimbursed for out of pocket costs as described in Exhibit A-3, "Expense Reimbursement."

D. RELATIONSHIP OF THE PARTIES

The Contractor shall perform its obligations under this contract as an independent contractor of the School District. The School District shall have the right to administer this contract and monitor the Contractor's compliance and performance of the duties imposed under the contract, but shall not otherwise supervise or direct the Contractor.

E. INSURANCE

1. The Contractor shall obtain and maintain workers' compensation insurance in statutory limits, covering all employees who perform any of the obligations under this contract.
2. The Contractor shall maintain comprehensive automobile liability insurance for all vehicles used by the Contractor in the performance of this contract, including non-owned and hired vehicles. The insurance shall include coverage limits of not less than \$250,000 for each accident for bodily injury sustained by one person, \$500,000 each accident for bodily injury sustained by two or more persons, and \$50,000 each accident for property damage (or such greater amounts as may subsequently be imposed by law). The insurance policies shall at all times comply with the Alaska Motor Vehicle Safety Responsibility Act.
3. Before delivering services under this contract, the Contractor shall provide to the School District Certificates of Insurance documenting that required insurance policies are in place. The Contractor shall provide certificates of renewal as necessary to demonstrate at all times during the Term of the contract that required insurance policies are in effect.

F. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the School District and its officers, agents and employees against any and all liability or claim for injury to persons or damage to property arising out of the Contractor's performance or non-performance under this contract.

G. PERMITS, LICENSES, REGISTRATIONS, TAXES.

The Contractor, at all times during the Term of this contract, shall keep and maintain in effect all necessary permits, licenses and registrations, and comply with all other requirements imposed by law on the delivery of the services described in this contract. Those requirements include, but shall not be limited to, registration as a lobbyist under Alaska law. The Contractor shall timely pay all taxes associated with this contract, including income, sales, and use taxes.

H. GENERAL CONDITIONS

1. The Contractor's performance under the contract shall at all times comply with all applicable statutes, regulations, ordinances, policies and ethical rules.
2. All specifications, proposals, notes, logs, photographs and all other documentation and records developed by the Contractor in the performance of this contract shall remain the sole property of the School District for all purposes without additional compensation to the Contractor. For a period of one (1) year after the end of each legislative session, the Contractor agrees to furnish the School District with any materials pertaining, directly or indirectly, to the performance of this contract when so requested by the School District.
3. No benefit or duty under this contract may be assigned or delegated without the prior written consent of the other party.

H. GENERAL CONDITIONS (continued)

4. During the term of this contract, Contractor shall not serve as a legislative lobbyist for any other person or entity if such service would create a substantial conflict between the interest of the School District and interest of said other person or entity. Contractor also may not serve as such a legislative lobbyist if such service would substantially impair Contractor's ability to perform the duties of this contract.
5. Contractor shall provide the School District with a list of clients. At such time as Contractor acquires any new client, the list shall be supplemented. To the extent possible, the Contractor shall also describe the service or issues which the Contractor intends to provide to the client and shall state that in the judgment of the Contractor, the service shall not result in a substantial conflict, nor shall such service substantially impair Contractor's ability to perform the duties required under this contract.

I. TERMINATION

- a. This contract may be terminated:
 1. By the mutual consent of the parties expressed in writing.
 2. By either party in the event of non-performance by the other. Quality of the work product in accordance with the standards specified in Appendix A is of the essence in this contract. Similarly, performance of this contract within the term specified is of the essence.
 3. By the School District in the event that Contractor serves as legislative lobbyist for any other person or entity where such service creates a substantial conflict between the interests of the Borough and the interests of the other persons or entity.
 4. By the School District in the event the funds necessary for future performance are not lawfully appropriated.
- b.
 1. Prior to any termination pursuant to Paragraph I(a)(2) above, the party desiring termination must notify the non-performing party, in writing, of the exact nature of the non-performance and specify a termination date which may not be less than ten days after the date the notice of termination is actually delivered to the non-performing party.
 2. If the non-performance is capable of being cured within the time frame specified, this contract is not terminated unless the specified non-performance is not remedied.
 3. In the event of any proceeding, dispute, litigation or arbitration resulting from a termination, the party asserting non-performance may not rely upon any alleged or actual breaches or non-performance not specified in the notice of termination.

I. TERMINATION (continued)

- c. Prior to any termination pursuant to Paragraph I(a)(3) above, the School District shall provide Contractor with at least ten-days notice of termination, specifying the conflict perceived and allowing Contractor an opportunity to remedy and to explain the perceived conflict. Within the time frame specified in the notice, Contractor shall notify the School District of the nature of the remedial action taken.
- d.
 - 1. In the event the funds for performance of this contract are not lawfully appropriated the School District may terminate future performance under this contract under I(a)(4).
 - 2. The School District shall deliver a written notice of termination, stating the reason for termination, and specifying the date of termination. The date of termination may be the date of delivery or such future date as specified in the notice of termination.
 - 3. In the event of termination pursuant to I(a)(4), the School District shall not be obligated to pay compensation for any performance after the date of termination.
- e. Any notice of termination by Contractor shall be executed by Contractor. Any notice of termination by the School District shall be executed by the School Board President.

J. EFFECT OF TERMINATION OR ABANDONMENT

If Contractor abandons this contract or if this contract is terminated by the School District pursuant to Paragraph I(a)(2), the School District shall have the right to have the work completed in accordance with the standards specified in Appendix A and charge the reasonable cost of so doing to Contractor as specified below.

- a. After notice provided by paragraph I and until such work has been completed, School District shall be under no obligation to pay to Contractor any portion of the consideration specified herein, or any further portion of said consideration, as the case may be.
- b. Upon completion of the work, School District shall pay to Contractor any unexpended portion of the consideration specified herein after deduction of costs of completion of the work. In the event the cost of completion exceeds the balance of the consideration specified by this contract, School District shall be entitled to recover the difference from Contractor.

K. OTHER PROVISIONS

- 1. The failure by any party to object to non-performance of, or to seek to compel performance of, an obligation under this contract shall not constitute a waiver of any subsequent breach of the same or any different obligation.
- 2. The laws of the State of Alaska shall govern the rights and duties of the parties under this contract. Any action or proceeding arising from the contract shall be brought in the Alaska Courts at Fairbanks, Alaska.

K. OTHER PROVISIONS (continued)

3. This contract and the exhibits to it constitute the entire agreement among the parties, superseding all previous representations, discussions and agreements among them. This agreement shall be of force and effect and binding upon, and shall inure to the benefit of, the successors, heirs, personal representatives, and subject to the provisions relating to assignment and delegation, the assigns of each of the parties. This contract may be modified only by a writing signed by all parties.
4. The Contractor, in the performance of this contract, agrees to meet all legal obligations relating to equal employment opportunity.
5. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, natural origin, age, ancestry, sex, marital status, or physical or mental disability. This prohibition extends to, but is not limited to, employment, recruitment, advertising, separation, rates of pay or other forms of compensation.
6. The Contractor agrees to assure minority-owned and female-owned business enterprises are afforded equal opportunity when utilizing suppliers, vendors and subcontractors.
7. Notices concerning this contract shall be given by the parties in writing and shall be personally delivered or mailed to the parties.. Notice shall be complete when delivered or mailed as follows:

JOHN RINGSTAD
757 Illinois Street
Fairbanks, Alaska 99701

FNSB BOARD OF EDUCATION
Heidi Haas, President
520 Fifth Avenue
Fairbanks, Alaska 99701

L. CONDITIONS TO APPROVAL

This contract is subject to approval by the Fairbanks North Star Borough Board of Education and shall not be effective until so approved.

III. **SIGNATURES**

DATED: _____

John Ringstad
CONTRACTOR

DATED: _____

Heidi Haas
President, Board of Education
FAIRBANKS NORTH STAR BOROUGH
SCHOOL DISTRICT

EXHIBIT A-1 TO PROFESSIONAL SERVICES CONTRACT

LOBBYIST SERVICES – DESCRIPTION OF WORK

A. Communications - Reports

The Contractor shall prepare and provide weekly reports on issues pending before the Legislature that have a significant probability of impacting the School District, directly or indirectly ("Issues Affecting the School District").

1. The weekly reports shall be delivered by e-mail to the School District not later than Friday of each week of the Session or Special Session.
2. If issues arise requiring attention more quickly than the weekly report would allow the Contractor will contact the School District promptly by phone or e-mail.

B. Communications - Personal Appearances and Contacts

The parties recognize the limitations of written reports and agree that personal appearances and personal communications are critical to their successful relationship.

1. The Contractor shall meet in person with the School Board at a mutually convenient time before the start of the Legislative Session to discuss pending and possible Issues Affecting the School District.
2. The Contractor shall meet in person with the School Board at least once during the Legislative Session at a mutually convenient time in the month of March or April to discuss and review pending and possible Issues Affecting the School District.
3. The Contractor shall meet in person with the School Board at least once after the end of the Legislative session to review the outcome of Issues Affecting the School District. The meeting shall occur at a mutually convenient time not later than two weeks following the end of the Legislative session.
4. The Contractor shall make himself available at a mutually convenient time to meet with School District officials when both parties are in Juneau.
5. The Contractor shall endeavor to return telephone calls, answer emails and reply to facsimile messages not later than one (1) business day from receipt.
6. Communication between the Contractor and the District will be facilitated through the Legislative Chair or Board President to the extent practicable.

C. Coordination of Activities

The Contractor shall assist the School District in contacting members of the Legislature and the Legislature's staff. Those contacts may be telephonic, or by School District attendance at hearings involving legislation, face-to-face contacts in Fairbanks or face-to-face contacts in Juneau or elsewhere.

1. The Contractor shall provide timely notice of hearings and related proceedings involving Issues Affecting the School District. Where the School District so requests, the Contractor shall timely assist the School District in participating in those hearings and related proceedings.
2. The Contractor shall coordinate and assist the School District in communications, other than face-to-face communications, with members of the Legislature and their staff.
3. Not LESS often than two (2) times in a Legislative session, the Contractor shall coordinate and schedule a face-to-face meeting between members of the School Board and senior members of the School District administration with members of the Legislature. To the greatest extent practicable, those meetings shall be with persons who have the greatest impact or potential impact on Issues Affecting the School District. To the greatest extent possible, the meetings shall be conducted in a relatively short period of time, maximizing the benefit to the School District of the costs associated with making such face-to-face meetings possible.

D. Facilities, Equipment, Supplies and Services

Except as otherwise provided in the Contract, the Contractor, at the Contractor's own expense, shall provide all physical facilities, equipment, offices supplies and services necessary to the Contractor's performance of the contract.

EXHIBIT A-2 TO PROFESSIONAL SERVICES CONTRACT
LOBBYIST SERVICES - COMPENSATION

Compensation November 7, 2017 – June 30, 2018

\$36,000, payable in eight (8) equal monthly installments each month, beginning November 2017.

EXHIBIT A-3 TO PROFESSIONAL SERVICES CONTRACT

LOBBYIST SERVICES – COST REIMBURSEMENT

Except as provided in the Contract or this Exhibit, expenses of delivering lobbying services shall be borne by the Contractor.

With prior approval, expenses of delivering lobbying services, including travel, shall be reimbursed to the Contractor by the School District. Hotel, airfare, car rental, and miscellaneous expenses shall be reimbursed at actual cost upon submittal of original receipts.