



	Approved	Denied
Date Action Taken:	7/13/09	
Other:		
Verified by:	Hornits	

WASILLA CITY COUNCIL ACTION MEMORANDUM

AM No. 09-36

TITLE: A CONTRACT WITH THOMAS REYNOLDS, WITH THE FIRM OF NIXON PEABODY, TO MAKE CERTAIN CONTACTS TO ASSIST THE CITY IN IT'S PURSUIT OF GRANT FUNDING FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

Agenda of: July 13, 2009

Date: June 30, 2009

Originator: Marvin Yoder, Interim Deputy Administrator

Route to:	Department	Signature/Date
X	Director of Finance	<i>[Signature]</i> 7.2.09
X	Deputy Administrator	<i>[Signature]</i>
X	City Clerk	<i>[Signature]</i>

REVIEWED BY MAYOR VERNE E. RUPRIGHT: *[Signature]*

FISCAL IMPACT: yes \$30,000 or no Funds Available yes no

Account name/number: 001-4134-414.30-34

Attachments: Service Agreement (5 pp)

SUMMARY STATEMENT: The City is entering into a contract with Thomas Reynolds with the firm of Nixon Peabody to secure up to \$15 million in funding for a new library and other downtown improvements. Mr. Reynolds will work with various government officials to assist the City in securing approval of the NSP II grant submitted by Orlando Cabrera as described in IM 09-13. The deadline for submitting the grant is July 17, 2009. The grant award is scheduled to be made in late October.

Once the grant is written and submitted, a lobbying effort will be needed to maximize the opportunity for grant award. The city will pay Mr. Reynolds a fee is \$5,000/ month for an estimated 4 to 6 months. Depending on the volume of applications the award may be not be until December which would lead to the high end of the cost estimate.

STAFF RECOMMENDATION: Approve the adoption of AM No. 09-36 that authorizes up to \$30,000 in lobbying and government assistance for an NSP II grant for a new library and other downtown improvements.

401 9th Street N.W.
Suite 900
Washington, DC 20004-2128
(202) 585-8000

Thomas M. Reynolds

Fax: (202) 585-8080

Direct Dial: (202) 585-8310

E-Mail: treynolds@nixonpeabody.com

June 25, 2009

*VIA FIRST CLASS MAIL and
ELECTRONIC TRANSMISSION*

Mayor Verne E. Rupright
Office of the Mayor
City of Wasilla
290 E. Herning Avenue
Wasilla, AK 99654-7091

RE: Agreement to Provide Government Relations and
Public Policy Strategy Services

Dear Mayor Rupright:

We are pleased that you have asked Nixon Peabody LLP to provide government relations and public policy strategy services to The City of Wasilla, Alaska.

This letter and the accompanying Terms and Conditions of Engagement, which are incorporated herein by reference, describe the basis on which our Firm will provide those services. In addition, this letter and enclosure include specific details that are required to be set forth in writing by the ethics rules pursuant to which we operate. It is preferable to put all of these details in writing so that our role and responsibilities are completely understood and agreed to at the commencement of our engagement.

Our client in this matter will be The City of Wasilla, Alaska. It is our understanding that our engagement for this transaction will consist of providing government relations and public policy strategy services in connection with various federal grant programs that may be available to cities like Wasilla. Please be aware that these services are not legal services and that the advice that will be provided to you is not legal advice. Nixon Peabody LLP will not be acting as your attorneys in this matter but rather in a government relations/lobbying capacity utilizing government relations personnel who are not lawyers.

However, our government relations and public policy practice is supervised by a partner in the firm, and our government relations/strategic policy advisors are employees of the firm. Communications among those individuals and you may be covered by the attorney/client privilege, although that cannot be guaranteed and the outcome may be different in different states.

We believe in utilizing professional staff with levels of experience and expertise appropriate to each aspect of the engagement. We expect that the principal government relations professionals involved in this engagement will be Thomas Reynolds and Sally Vastola.

We have agreed to represent you on the basis of a monthly retainer of \$5000 per month, for a six month period. Any legal services provided by our firm will be provided pursuant to separate engagement letter (see letter dated June 22, 2009 from Orlando Cabrera).

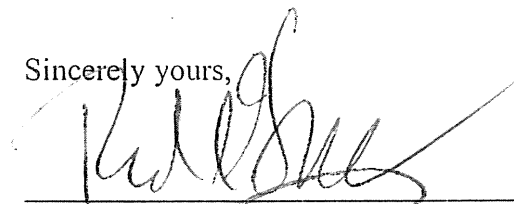
Nixon Peabody LLP represents many other companies and individuals in a wide variety of practice areas from offices across the United States and internationally. It is possible that during the time we are representing you, one of our current or future clients will have a transaction or dispute with you. You agree that we may continue to represent, or undertake in the future to represent, existing or new clients in any matter, including litigation, even if the interests of such other clients in such other matters are directly adverse to yours, so long as those matters are not substantially related to our work for you. You should know that in engagement letters with many of our other clients we have asked for similar agreements to preserve our ability to represent you. Our representation of you is limited to the scope of services described herein. During the period of this representation we will not knowingly accept a representation of another client before the same legislative branch or agency whose interests are adverse to yours.

In the event that a dispute arises between you and our Firm relating to our fees, under New York law you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

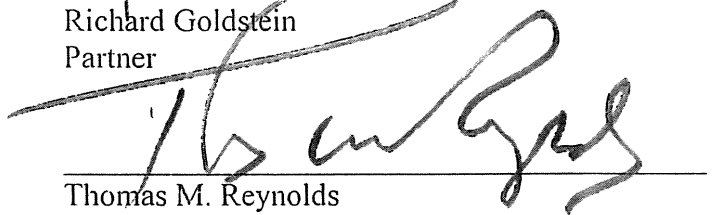
If this letter and enclosure correctly sets forth your understanding of the scope of the government relations services to be rendered to you, please sign the enclosed copy and return it to me along with the requested first months' retainer so that we will be engaged as your government relations adviser. We appreciate your decision to retain us in this matter and very much look forward to the opportunity of working with you.

Signature Page to Follow

Sincerely yours,



Richard Goldstein
Partner

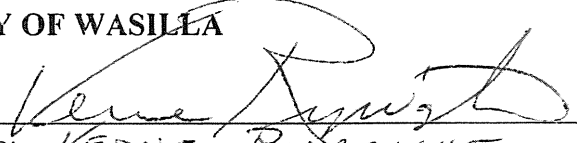


Thomas M. Reynolds
Senior Strategic Policy Advisor

The undersigned has read and understands the above letter and enclosure, and accepts and agrees to all of their terms and conditions.

29 June
Date

CITY OF WASILLA

By: 
Name: VERNE RUPRIGHT
Title: MAYOR, CITY OF WASILLA

NIXON PEABODY

TERMS AND CONDITIONS OF ENGAGEMENT

This document and the accompanying letter set forth the terms and conditions under which you are engaging Nixon Peabody LLP to provide government relations and public policy strategy services.

Term of Engagement

You may terminate our representation at any time upon reasonable notice, and we retain that right as well, subject on our part to the applicable rules of professional conduct. Your termination of our services will not affect your responsibility to pay for government relations services rendered and charges incurred during the representation.

Conclusion of Representation; Retention and Disposition of Documents

Unless previously terminated, our representation of you will terminate upon our sending you our final invoice for services rendered in this matter. Following such termination, any otherwise non-public information you have supplied to us will be kept confidential in accordance with the applicable rules of professional conduct. Upon request, your papers and property will be available for you to pick up at our office or shipped to you at your expense. Our own files pertaining to the matter, which may include copies of your papers, will be retained by the Firm. These Firm files include, for example, Firm administrative records; any time and expense reports; personnel and staffing materials; credit and accounting records; and internal work product such as drafts, notes, internal memoranda and research, including investigative reports, prepared by or for the internal use of Firm personnel. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the elimination of storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement. In any event, all documents and other materials in our file may be discarded or destroyed, without further notice to you, at any time after the seven (7) year anniversary of the conclusion of our engagement.

Client Responsibilities

You agree to pay our invoices for services and expenses upon receipt as provided in the accompanying letter. In addition, you agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us.

Charges in Addition to Fees

We will include on our invoices separate charges for services such as duplicating, messenger and delivery, travel, long-distance telephone and facsimile, word processing, computer research, and filing fees. These charges will generally be billed at actual cost. Some charges will include an allocation of overhead directly associated with the service provided. If other providers (such as

additional consultants) are hired with the permission of the client, fees and expenses will not be paid by us but will be billed directly to you.

Billing Arrangements and Payment Terms

Invoices will be rendered monthly for work performed and expenses recorded on our books during the previous month; provided, however, that failure to provide an invoice for any given month will not reduce or remove your obligation to pay upon receipt of our invoice. Payment is due promptly upon receipt of our invoice. If an invoice is not paid in full within 30 days of being issued, we reserve the right to charge interest monthly on the unpaid balance. If any invoice remains unpaid for more than 60 days, we reserve the right to withdraw from representing you and may suspend performing services for you until satisfactory arrangements have been made.

Agreement Modifications

If you have any comments or questions concerning the terms of this engagement, or if you would like to discuss possible modifications, please do not hesitate to call Rick Goldstein, the Team Leader of our Government Relations practice, or Tom Reynolds, your Senior Strategic Policy Advisor. Any revisions made to the agreement will be effective upon written notice of the revisions, following our approval.