



City of Nashua
Central Purchasing
229 Main Street
Nashua NH 03060
603-589-3330 Fax: 603-589-3344

November 14, 2012
Memo #13-063

TO: MAYOR LOZEAU
FINANCE COMMITTEE

SUBJECT: CONTRACT AWARD FOR LEGISLATIVE SERVICES (VALUE: \$14,000)
DEPARTMENT: 101 MAYOR, FUND: GENERAL FUND OPERATING BUDGET;
ACCOUNTING CLASSIFICATION: 53 PROFESSIONAL & TECHNICAL SERVICES

The City wished to exercise its option to renew the contract with Mr. David Alukonis for the purpose of providing legislative facilitator consulting services in order to promote the City's interest with Nashua's legislative delegation through the end of the 2013 regular house session.

The services to be performed are outlined in the attached Independent Contractor Agreement, and revised scope of services letter dated October 3rd, which has been reviewed and approved by both our Legal and Risk Management departments.

The City and Mr. Alukonis have agreed that the cost of services will remain the same as prior years.

Pursuant to NRO § 5-83 Professional Services, the City engages this individual based on his background, and qualifications along with the specific skill sets required of this high profile position. This person's experience and background, bring to the table a "known quantity" that fits into the City's needs especially that he is available, once again, on a part-time contracted basis. He has a significant amount of experience and qualifications necessary to work with our legislative delegation and fully represent the City's concerns and issues in the state legislature.

The period of this contract renewal will be December 2012 through June 2013, with four equal payments of \$3,500 being made over the period of the contract. The contract will once again contain an option to renew, should the City see a need to continue these services.

Human Resources, Mayors Office, and this Office recommend renewing the contract for Legislative Services in the amount of **\$14,000** to **Mr. David Alukonis, Hudson, NH.**

Respectfully,

Robert Gabriel
Purchasing Manager

Cc: J. Griffin B. Hill



City of Nashua

Human Resources Department
229 Main Street - Nashua, NH 03060
(603) 589-3230 Fax (603) 589-3244

INDEPENDENT CONTRACTOR AGREEMENT

LEGISLATIVE SERVICES

AGREEMENT made this 5th day of December, 2012 by and between the City of Nashua NH (hereinafter "City") whose address is 229 Main Street, Nashua, New Hampshire 03060 and David J. Alukonis (hereinafter "Contractor") whose address is 121 Central Street, Hudson, New Hampshire 03051.

SERVICES TO BE PERFORMED

The Contractor agrees to perform the following services for the City:

See attached letter dated October 3, 2012 with Scope of Services from David J. Alukonis which is considered to be part of this agreement.

In addition, other projects as requested by the Mayor consistent with this agreement.

PLACE OF PERFORMANCE

The work described above shall be performed at 229 Main Street, Nashua, at the Contractor's residence or office, or other appropriate location designated by the contractor.

TIME PERIOD

The Contractor agrees to commence work on December 5, 2012 and complete all functions required in a timely, professional and competent manner. This contract will expire on or about June 30, 2013, unless the City decides to end this contract sooner.

TERMINATION

The City can terminate this agreement at any time and pay the Contractor a prorated amount for all services performed up to that date. The Contractor can also terminate this agreement with two weeks notice to the City. The City is entitled to all notes, drafts, and documents produced by the Contractor up to the termination date.

PAYMENT FOR SERVICES

The Contractor will be compensated in four equal payments of \$3,500, with a total amount not to exceed \$14,000. Payments will be made through the City warrant on or about December 31, 2012; February 28, 2013; April 30, 2013; and June 30, 2013.

INVOICES

The Contractor agrees to provide the City, through the Mayor, with written invoices for all work performed prior to the payment dates.

SUPERVISION

The City reserves the right to inspect the work being performed and to determine whether it is satisfied that the work is timely, professional and competent. The Contractor shall have the ultimate authority to determine the hours of work, the length of workdays, the means and methods of performance of the work, and the City shall not interfere in this regard.

EQUIPMENT AND MATERIALS


The Contractor will provide the necessary equipment and materials to complete the work. However, while working at city facilities the Contractor shall have the use of city equipment and materials, including the use of a computer, phone, fax, and office equipment necessary for the services described above.

SUBCONTRACTORS OR ASSISTANTS

The Contractor may, at his discretion and at his own expense, employ such assistants or subcontractors as may be necessary for the performance of the work. The Contractor agrees to pay any wages, taxes, unemployment insurance, withholding taxes, and workers compensation insurance required by law for assistants or subcontractors. Said assistants or subcontractors will not be paid or supervised by the City.

INSURANCE

If required by law to do so, the Contractor agrees to provide his own workers compensation and liability insurance for work performed, naming the City as additional insured. In the event that the Contractor does not maintain insurance, he shall defend and indemnify the City for all lawsuits, accidents and claims arising out of his work, and the work of his assistants or subcontractors.



INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the City (the "Indemnified Party") from and against any and all liabilities, damages, losses, claims, causes of action, costs and expenses, of any kind or nature (including but not limited to reasonable attorneys' fees), incurred or sustained by or asserted against the Indemnified Party in any manner directly or indirectly arising out of Contractor's work performed under this Agreement. However, the Contractor's indemnification obligation shall not apply to liability arising from negligence or misconduct of the Indemnified Party.

CONFIDENTIALITY

The Contractor acknowledges that, while performing services under this agreement, he will have access to information which is confidential, and the Contractor will keep this information confidential and will not disclose it to any other person. This obligation of confidentiality is continuous in nature and does not expire.

INDEPENDENT CONTRACTOR


The Contractor agrees that he is completely independent from the City and is not an employee of the City. The Contractor warrants that he may work for other individuals and/or entities.

CHOICE OF LAW AND VENUE

The laws of the State of New Hampshire shall govern this AGREEMENT exclusively and any litigation related to this AGREEMENT shall be brought to a court located in the State of New Hampshire


Contractor
David J. Alukonis
Date: 18 DEC 12

City of Nashua, NH


For the City
Mayor Donnalee Lozeau

Date: December 5, 2012

DAVID J. ALUKONIS

October 3, 2012

The Honorable Donnalee Lozeau, Mayor
City of Nashua
City Hall
229 Main Street
Nashua, New Hampshire 03060

Dear Mayor Lozeau:

I am pleased to submit this proposal in anticipation of once again providing my services as legislative facilitator for the City of Nashua.

I look forward to continuing last year's efforts in promoting and communicating the interests of the city to Nashua's legislative delegation. My services will once again include the tracking of legislative proposals and issues that are of importance to the city as well being a communications conduit between city officials and the delegation.

As a result of our conversations, I have assembled the following outline regarding the scope and expectations of the services that will be provided

Scope of Services

Review and revision

In this task, I will meet with the Mayor and city officials to review, critique, and improve upon efforts and processes of the 2011 & 2012 legislative sessions. We will once again discuss concerns, interests and issues anticipated to be debated in the upcoming 2013 legislative session. I will continue to meet with members of the Nashua delegation, legislative leaders and other senior members of the legislature in order to review the city's efforts.

Communication & Coordination

I will act as the conduit for communication between the city and members of the Nashua delegation. Frequent discussions with the Mayor and city staff will be held to keep all parties "in the loop" regarding legislative proposals, the city's positions strategies for the upcoming legislative session. Additionally, I will coordinate attendance, testimony and other activities by city officials at hearings and other meetings in Concord and will notify appropriate members of the city's delegation—urging their attendance in order to foster a

sense of support and solidarity. Meetings between members of the city's delegation and city staff will also be coordinated.

Tracking

In this task, I will track the process of legislative proposals of interest to the city and will regularly communicate their status to city officials and delegation members.

Reporting and Review

I will answer directly to the Office of Mayor. Regular meetings will be held during the legislative session to review the process, quality and scope of services provided as well as to consider course changes.

Lobbyist activities

I will not directly advocate for or against any legislation on behalf of the city at any legislative hearing or meeting. Nevertheless, the scope of services provided does appear to fall under RSA 15 (Lobbyists) and as such, will require that I register with the Secretary of State as a lobbyist for the City of Nashua.

Fees

The services of this proposal will continue through the end of the 2013 regular legislative session (to include veto consideration). My fee for these services will be \$14,000.

Timeline

The following timeline reflects major waypoints in the legislative process and outlines key tasks to be accomplished during those times.

Ongoing	Review Legislative interim study reports	<ul style="list-style-type: none">• Identify recommended legislation of interest to the city and monitor for new proposals in the current legislative session
November, December	Meet with Mayor and key city personnel	<ul style="list-style-type: none">• Review prior year's efforts with Mayor and senior staff• Identify issues with key personnel• Review information available on state legislative web site• Identify other sources of information of use to city (NHMA, NHMA, police chiefs, fire chiefs, etc)
December	Identify areas of interest and concern to the city	<ul style="list-style-type: none">• Work with Mayor to develop talking points for distribution to city delegation

November, December	Meet with city delegation	<ul style="list-style-type: none"> • Assist Mayor and staff in coordination of delegation/city staff get-together • Assist Mayor and staff in communicating areas of concern/interest to city • Review role of Dave Alukonis in the legislative process with the delegation
November, December, Early January	Review proposed legislation as it becomes available	<ul style="list-style-type: none"> • Communicate with Mayor and senior staff, identify bills of interest to city
Early January	In concert with mayor and senior staff, generate list of proposed legislation of interest to city	<ul style="list-style-type: none"> • Review legislation; prioritize issues and level of involvement in Concord.
January to crossover	Manage and coordinate communication between city and legislative delegation	<ul style="list-style-type: none"> • Track and monitor legislation of note to the city • Coordinate communications between city and legislative delegation • Meet with Mayor & senior staff to discuss status of legislative proposals • Coordinate testimony offered by city staff • Alert delegation to intended appearances/testimony at legislative hearings by city staff • Meet informally with legislative leaders to discuss trends and behind the scene efforts • Review legislative calendars
Crossover	Review mid-term status of legislation with Mayor and senior staff	<ul style="list-style-type: none"> • Review impact of efforts on legislative proposals of interest to city • Re-evaluate strategies and communications • Identify and re-focus efforts on those proposals of interest to the city that have survived one house of the legislature

Crossover until final deadline	Manage and coordinate communication between city and legislative delegation	<ul style="list-style-type: none">• Track and monitor legislation of note to the city• Coordinate communications between city and legislative delegation• Meet with Mayor & senior staff to discuss status of legislative proposals• Coordinate testimony offered by city staff• Alert delegation to intended appearances/testimony at legislative hearings by city staff• Meet informally with legislative leaders to discuss trends and behind the scene efforts• Review legislative calendars
End of session	Monitor Committees of Conference	<ul style="list-style-type: none">• Follow conference committees of bills of note to city• Review conference reports and amendments• Inform Mayor and senior staff of conference committee progress• Coordinate communication between city and delegation.
Vetoes	Review vetoes	<ul style="list-style-type: none">• In conjunction with Mayor, identify city stance on bills vetoed by governor• Coordinate communication and information between city and delegation on vetoed bills of interest to the city

I would be pleased to discuss this proposal with you and your staff at your convenience.

Thank you once again for soliciting my interest.

Very truly yours,



David J. Alukonis