

## **ETHICS COMMITTEE MEETING**

**August 21, 2013**

### **ITEM 7. CONTRACTS**

#### **Andy Klamser – investigator.**

- Contract amount for \$9300. (See attached.)
- Contract term from December 13, 2012 through April 30, 2012. No additional work required.
- Invoices for contract work totaled: \$9,350. The last invoice was received on March 1, 2013.
- Gary J. Turner, House Subcommittee Vice Chair, approved payment of all invoices on March 13, 2013 via an email to LAA Accounting.

**ACTION:** Motion to approve the action taken by the House Subcommittee Vice Chair on March 13, 2013 and amend Mr. Klamser's contract amount from \$9,300 to \$9,350.

#### **Monique Rapuzzi – investigator.**

- Contract amount for \$5,000. (See attached.)
- Contract term from December 1, 2012 through April 30, 2013.
- Work has not been completed. Anticipate work to be completed by October 31, 2013. However, suggest contract be extended to December 31, 2012.
- Remaining amount on contract: \$ 2,697.50 as of April 2013.

**ACTION:** Motion to approve an extension of Ms. Rapuzzi's contract through December 31, 2013 with no change in the contract amount of \$5,000.

#### **Brent Cole – legal counsel.**

- FY 13 contract amount for \$10,000. (See attached.)
- Contract term from July 1, 2012 through June 30, 2013.
- Invoices for FY 13 contract work totaled: \$ 157.50.
- Mr. Cole has agreed to a FY 14 contract – term July 1, 2013 through June 30, 2014. The rates will remain the same: \$175/hour for Mr. Cole and \$75/hour for legal assistants.

**ACTION:** Does the committee wish to have Mr. Cole on contract as the committee's outside legal counsel for another year? Y/N If yes, a motion is needed to place Mr. Cole on contract to provide legal services to the committee for FY 14 for an amount not to exceed \$10,000. Mr. Cole will be paid \$175 per hour. Legal assistant work will be paid at \$75 per hour.

## Joyce Anderson

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**From:** Wen Ibesate  
**Sent:** Wednesday, March 13, 2013 4:37 PM  
**To:** Gary J Turner; Joyce Anderson  
**Subject:** RE: House Subcommittee - Investigator contract

Thank you!

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**From:** Gary J Turner [<mailto:gjturner@kpc.alaska.edu>]  
**Sent:** Wednesday, March 13, 2013 4:36 PM  
**To:** Joyce Anderson  
**Cc:** Wen Ibesate  
**Subject:** Re: House Subcommittee - Investigator contract

I approve to pay all invoices submitted.

Sent from my iPad

On Mar 13, 2013, at 3:07 PM, "Joyce Anderson" <[Joyce.Anderson@akleg.gov](mailto:Joyce.Anderson@akleg.gov)> wrote:

Gary:

We have received the last invoice from Andy Klamser and payment of this invoice will bring the contract total to \$9350. The contract amount is for \$9300. Legislative Affairs Agency contract administrator, Wen Ibesate, needs an OK from the House Subcommittee chair to go ahead and pay the last invoice which pushes the amount over the \$9300.

Please indicate your approval to pay all invoices submitted. Forward your approval to me for our records and to Mr. Ibesate (email address above). After he receives the approval he will pay the invoice.

Thanks.

**Joyce Anderson**

Administrator, Select Committee on Legislative Ethics

P.O. Box 101468

Anchorage AK 99510-1468

(907) 269-0150

**YOUR COPY**  
Please retain for your records.

**PROFESSIONAL SERVICES CONTRACT BETWEEN**  
**SELECT COMMITTEE ON LEGISLATIVE ETHICS**  
**AND**

**ANDY KLAMSER, AN INDIVIDUAL DBA**  
**ALASKA INVESTIGATIONS**  
**P.O. BOX 4394**  
**HOMER, AK 99603**

**CONTRACT AMOUNT: \$9,300.00**  
**(excluding reimbursement for expenses)**

The parties to this contract, made and entered into the date the Legislative Affairs Agency Executive Director or her designee signs the contract, are the Select Committee on Legislative Ethics, whose address is 716 W. 4<sup>th</sup> Avenue, Suite 230, Anchorage, Alaska 99501, hereinafter referred to as the "Committee", and Andy Klamser, an individual dba Alaska Investigations, whose address is P.O. Box 4394, Homer, AK 99603, hereinafter referred to as the Consultant.

**THE PURPOSE OF THIS CONTRACT IS TO PROVIDE** the Select Committee on Legislative Ethics with professional services.

**IT IS THEREFORE MUTUALLY AGREED THAT:**

**CLAUSE I - STATEMENT OF SCOPE OF WORK**

The Consultant shall provide investigative services to the committee in accordance with a confidential letter of agreement outlining the specific course of the investigation and shall be available for consultation at one committee meeting to be held in Anchorage or via teleconference. The Consultant shall document in writing any additional work it deems necessary to perform this contract that is outside the letter of agreement. The Consultant may not perform additional work under this contract unless performance of the work is approved by the Project Director. The Consultant who performs work covered by this contract will keep all work performed under this contract confidential.

Andy Klamser shall be the only person of the Consultant who performs work on this contract. Unless otherwise agreed in writing or directed in writing by the Committee, Andy Klamser shall be the sole individual of the Consultant who communicates directly with the Committee on issues related to this contract.

**CLAUSE II - PERIOD AND DATES OF PERFORMANCE**

- (A) This contract is retroactive to December 13, 2012. The work under this contract began December 13, 2012 and shall terminate April 30, 2013.
- (B) Upon delivery of written notice to the Consultant, this contract may be

terminated by the Project Director or the Committee with or without cause. To terminate, the Project Director or a representative of the Committee shall provide notice by e-mail or delivery of a hard copy to the Consultant, whichever method is selected in the sole discretion of the Committee. If this contract is so terminated and the termination is not based on a breach by the Consultant, the Committee shall compensate the Consultant for services provided under the terms of this contract up to the date the termination notice is delivered, provided the Consultant provides the Committee with a statement in writing containing a description of the services provided prior to contract termination, detailed time records for the services provided prior to contract termination, and a copy of all documents, reports, material, and other items required to be delivered to the Committee by Clause XIV (Ownership and Reuse of Documents) of this contract.

### **CLAUSE III - COMPENSATION**

- (A) The Consultant shall perform the work specified by this contract at the rate of \$95.00 per hour and shall bill in increments of 1/10<sup>th</sup> of an hour.
- (B) Payment shall be based on billings provided by the Consultant that include the items required for time records by Clause XIII (Records; Audit).
- (C) The Project Director must approve a billing before it may be paid.
- (D) If a payment is not made within 90 days after the Committee has received a billing, the Committee shall pay interest on the unpaid balance of the billing at the rate of 1.5 percent per month from, and including, the 91<sup>st</sup> day through the date payment is made. A payment is considered made on the date it is mailed or personally delivered to the Consultant.
- (E) The Committee shall reimburse the Consultant for reasonable expenses that are incurred by the Consultant in the performance of this contract and that are approved for reimbursement by the Project Director. With regard to travel expenses, if the Project Director requires the Consultant to travel outside of the Consultant's home base of Homer, Alaska, the Consultant will be reimbursed for reasonable travel expenses that are supported by receipts and that are approved by the Project Director. Transportation expenses approved by the Project Director will be paid at the following rates: airfare at the coach rate and car mileage at the federal rate. Expenses exceeding \$300 must be approved in advance by the Project Director.
- (E) Total payments under this contract, excluding reimbursement for expenses, may not exceed Nine Thousand Three Hundred and No/100 Dollars (\$9,300.00).

### **CLAUSE IV - EXPENSES AND DUPLICATION**

- (A) Except as may be otherwise provided by Clause III, the office space, equipment, supplies, clerical support and other expenses that are

necessary for the Consultant to carry out the Consultant's obligations under this contract shall be supplied and paid for by the Consultant at no cost to the Committee.

- (B) Duplicates of any material or other item produced under this contract may be produced by the Committee; the office space, equipment, supplies, clerical support and other expenses required for the duplication shall be supplied by the Committee.

#### **CLAUSE V – ASSIGNMENT OR TRANSFER**

Assignment or transfer of the contract is subject to the approval of Project Director.

#### **CLAUSE VI – WORKERS' COMPENSATION**

At the time this contract is executed, the Consultant is a sole proprietor and does not employ any employees. If the Consultant hires one or more employees, the Consultant shall, in accordance with AS 23.30.045(d), provide and maintain workers' compensation insurance. Upon request, the Consultant shall provide the Committee with written proof of the coverage required by this clause.

#### **CLAUSE VII – FEDERAL AND STATE LAWS**

In addition to the other requirements of this contract, the Consultant must comply with all applicable Federal and State labor, wage/hour, safety and other laws which have a bearing on the contract, and must have all licenses and permits required by the Federal government, State and/or municipality for performance of the contract covered by this contract, including, but not limited to, a valid Alaska business license and any necessary applicable professional licenses. The Consultant must pay all fees associated with the licenses and permits required for performance of the contract. The Consultant shall pay all Federal, State, and local taxes incurred by the Consultant, in the performance of the contract. The Consultant's certification that taxes have been paid may be verified before final payment by the Committee.

#### **CLAUSE VIII – HUMAN TRAFFICKING**

Human Trafficking: By the Consultant's signature on this contract, the Consultant certifies that the Consultant is not headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report, and that, if this changes, the Consultant will submit a certified copy of the Consultant's policy against human trafficking to the Agency.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/rls/tiprpt>.

## **CLAUSE IX – VENUE**

In the event that the parties to the contract find it necessary to litigate the terms of the contract, venue shall be State of Alaska, First Judicial District, at Juneau, and the contract shall be interpreted according to the laws of Alaska.

## **CLAUSE X – BINDING ON SUCCESSORS**

Subject to Clause V (Assignment or Transfer) of this contract, this contract and all the covenants, provisions and conditions contained in the contract shall inure to the benefit of and be binding upon the successors and assigns of the Consultant and the Committee.

## **CLAUSE XI – INDEMNIFICATION**

The Consultant shall indemnify, save harmless, and defend the Committee, and the Committee's officers, agents, and employees from liability for any claim, including, but not limited to, any damages, costs, and fees arising from the claim, arising from the Consultant's intentional misconduct in the performance of Consultant's obligations under this contract.

## **CLAUSE XII – COVERAGE UNDER THE ETHICS CODE**

The Consultant may be subject to the provisions of AS 24.60 (Legislative Ethics) as a legislative employee unless excluded from the definition of "legislative employee" under AS 24.60.990(a)(11). Select Committee on Legislative Ethics Advisory Opinion 99-01 concludes that "any contractors who are paid through the state payroll system, contractors (or those designated within a contracting firm or company) with the Ethics Committee and those services or professional services contractors with legislative contracts over \$5,000, who will incur more than incidental use of state resources or who either contract for legislative policy related services or who are designated to represent the Legislature in a policy-related capacity, fall within the legislative employee definition and are therefore subject to the legislative ethics code."

## **CLAUSE XIII – RECORDS; AUDIT**

In addition to any other records required by this Contract, the Consultant shall accurately maintain detailed time records that state the date of the work, break down the time in tenths of an hour, describe in detail the work done during a tenth of an hour, and identify which individual did the work. The Consultant shall also keep any other records that are required by the Project Director. The records required by this Contract are subject to inspection by the Committee or the Project Director at all reasonable times.

## **CLAUSE XIV – OWNERSHIP AND REUSE OF DOCUMENTS**

All documents, reports, material, and other items generated as a consequence of work done under this contract are the property of the Committee. To the extent the Consultant has any interest in the copyright for these items under the copyright laws of the United States, the Consultant transfers by this contract any and all interest the

Consultant has in the copyright for these items to the Committee, and the Committee will be the owner of the copyright for these items. Upon completion of the work or termination of this contract, the items shall be delivered to the Project Director.

#### **CLAUSE XV - PROJECT DIRECTOR**

The Project Director is Gary J. Turner, Chair of the Select Committee on Legislative Ethics. The Project Director is authorized to oversee and direct the activities of the Consultant under this contract.

#### **CLAUSE XVI – AUTHORIZATION; CERTIFICATION**

Execution of this contract was authorized by a majority of the members of the Select Committee on Legislative Ethics at meetings on December 12, 2012, January 16, 2013 and February 26, 2013.

Execution of this contract by the Legislative Affairs Agency Executive Director or her designee hereby constitutes a certification that funds are available in an appropriation to pay for work performed under this contract through April 30, 2013.


#### **CLAUSE XVII - MODIFICATION AND PREVIOUS AGREEMENTS**

This contract contains all terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind either of the parties to this contract. This contract may not be modified unless in writing and signed by the parties to this contract.

**IN WITNESS WHEREOF**, the parties have executed this contract on the dates indicated below:

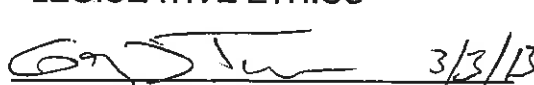
#### **CONSULTANT:**

ANDY KLAMSER, AN INDIVIDUAL DBA  
ALASKA INVESTIGATIONS


  
Andy Klamser Date 3/7/2013  
Alaska Business License: 980274

#### **COMMITTEE:**


SELECT COMMITTEE ON  
LEGISLATIVE ETHICS

  
Gary J. Turner, Chair Date 3/13/13  
Procurement Officer  
Project Director

#### **CERTIFYING AUTHORITY:**

  
Pamela A. Varni Date 3/11/13  
Executive Director  
Legislative Affairs Agency

#### **APPROVED AS TO FORM:**

  
Legal Counsel Date 2/25/13

**PROFESSIONAL SERVICES CONTRACT BETWEEN**

**SELECT COMMITTEE ON LEGISLATIVE ETHICS**

**AND**

**MONIQUE RAPUZZI, AN INDIVIDUAL DBA  
MONIQUE RAPUZZI CASE PREPARATION & TRIAL ASSISTANCE  
7241 BULEN DRIVE  
ANCHORAGE, AK 99507**

**CONTRACT AMOUNT: \$5,000.00  
(excluding reimbursement for expenses)**

The parties to this contract, made and entered into the date the Legislative Affairs Agency Executive Director or her designee signs the contract, are the Select Committee on Legislative Ethics, whose address is 716 W. 4<sup>th</sup> Avenue, Suite 230, Anchorage, Alaska 99501, hereinafter referred to as the "Committee", and Monique Rapuzzi, an individual dba Monique Rapuzzi Case Preparation & Trial Assistance, whose address is 7241 Bulen Drive, Anchorage, AK 99507, hereinafter referred to as the Consultant.

**THE PURPOSE OF THIS CONTRACT IS TO PROVIDE** the Select Committee on Legislative Ethics with professional services.

**IT IS THEREFORE MUTUALLY AGREED THAT:**

**CLAUSE I - STATEMENT OF SCOPE OF WORK**

The Consultant shall provide investigative services to the committee in accordance with a confidential letter of agreement outlining the specific course of the investigation and shall be available for consultation at one committee meeting to be held in Anchorage or via teleconference. The Consultant shall document in writing any additional work it deems necessary to perform this contract that is outside the letter of agreement. The Consultant may not perform additional work under this contract unless performance of the work is approved by the Project Director. The Consultant who performs work covered by this contract will keep all work performed under this contract confidential.

Monique Rapuzzi shall be the only person of the Consultant who performs work on this contract. Unless otherwise agreed in writing or directed in writing by the Committee, Monique Rapuzzi shall be the sole individual of the Consultant who communicates directly with the Committee on issues related to this contract.

**CLAUSE II - PERIOD AND DATES OF PERFORMANCE**

- (A) The work under this contract shall begin December 1, 2012 and terminate April 30, 2013.



- (B) Upon delivery of written notice to the Consultant, this contract may be terminated by the Project Director with or without cause. To terminate, the Project Director shall provide notice by e-mail or delivery of a hard copy to the Consultant, whichever method is selected in the sole discretion of the Committee. If this contract is so terminated and the termination is not based on a breach by the Consultant, the Committee shall compensate the Consultant for services provided under the terms of this contract up to the date the termination notice is delivered, provided the Consultant provides the Committee with a statement in writing containing a description of the services provided prior to contract termination, detailed time records for the services provided prior to contract termination, and a copy of all documents, reports, material, and other items required to be delivered to the Committee by Clause XIV (Ownership and Reuse of Documents) of this contract.

### **CLAUSE III – COMPENSATION**

- (A) The Consultant shall perform the work specified by this contract at the rate of \$75.00 per hour and shall bill in increments of 1/10<sup>th</sup> of an hour.
- (B) Payment shall be based on billings provided by the Consultant that include the items required for time records by Clause XIII (Records; Audit).
- (C) The Project Director must approve a billing before it may be paid.
- (D) If a payment is not made within 90 days after the Committee has received a billing, the Committee shall pay interest on the unpaid balance of the billing at the rate of 1.5 percent per month from, and including, the 91<sup>st</sup> day through the date payment is made. A payment is considered made on the date it is mailed or personally delivered to the Consultant.
- (E) The Committee shall reimburse the Consultant for reasonable expenses that are incurred by the Consultant in the performance of this contract and that are approved for reimbursement by the Project Director. With regard to travel expenses, if the Project Director requires the Consultant to travel outside of the Consultant's home base of Anchorage, Alaska, the Consultant will be reimbursed for reasonable travel expenses that are supported by receipts and that are approved by the Project Director. Transportation expenses approved by the Project Director will be paid at the following rates: airfare at the coach rate and car mileage at the federal rate. Expenses exceeding \$300 must be approved in advance by the Project Director.
- (E) Total payments under this contract, excluding reimbursement for expenses, may not exceed Five Thousand and No/100 Dollars (\$5,000.00).

### **CLAUSE IV - EXPENSES AND DUPLICATION**

- (A) Except as may be otherwise provided by Clause III, the office space, equipment, supplies, clerical support and other expenses that are

necessary for the Consultant to carry out the Consultant's obligations under this contract shall be supplied and paid for by the Consultant at no cost to the Committee.

- (B) Duplicates of any material or other item produced under this contract may be produced by the Committee; the office space, equipment, supplies, clerical support and other expenses required for the duplication shall be supplied by the Committee.

#### **CLAUSE V – ASSIGNMENT OR TRANSFER**

Assignment or transfer of the contract is subject to the approval of Project Director.

#### **CLAUSE VI – WORKERS' COMPENSATION**

At the time this contract is executed, the Consultant is a sole proprietor and does not employ any employees. If the Consultant hires one or more employees, the Consultant shall, in accordance with AS 23.30.045(d), provide and maintain workers' compensation insurance. Upon request, the Consultant shall provide the Committee with written proof of the coverage required by this clause.

#### **CLAUSE VII – FEDERAL AND STATE LAWS**

In addition to the other requirements of this contract, the Consultant must comply with all applicable Federal and State labor, wage/hour, safety and other laws which have a bearing on the contract, and must have all licenses and permits required by the Federal, State and/or municipality for performance of the contract covered by this contract, including, but not limited to, a valid Alaska business license and any necessary applicable professional licenses. The Consultant must pay all fees associated with the licenses and permits required for performance of the contract. The Consultant shall pay all Federal, State, and local taxes incurred by the Consultant, in the performance of the contract. The Consultant's certification that taxes have been paid may be verified before final payment by the Committee.

#### **CLAUSE VIII – HUMAN TRAFFICKING**

Human Trafficking: By the Consultant's signature on this contract, the Consultant certifies that the Consultant is not headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The Consultant certifies that it is not headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report, and that, if this changes, the Consultant will submit a certified copy of the Consultant's policy against human trafficking to the Agency.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/rls/tiprpt>.

## **CLAUSE IX – VENUE**

In the event that the parties to the contract find it necessary to litigate the terms of the contract, venue shall be State of Alaska, First Judicial District, at Juneau, and the contract shall be interpreted according to the laws of Alaska.

## **CLAUSE X – BINDING ON SUCCESSORS**

Subject to Clause V (Assignment or Transfer) of this contract, this contract and all the covenants, provisions and conditions contained in the contract shall inure to the benefit of and be binding upon the successors and assigns of the Consultant and the Committee.

## **CLAUSE XI – INDEMNIFICATION**

The Consultant shall indemnify, save harmless, and defend the Committee, and the Committee's officers, agents, and employees from liability for any claim, including, but not limited to, any damages, costs, and fees arising from the claim, arising from Consultant's negligence or intentional misconduct in the performance of Consultant's obligations under this contract.

## **CLAUSE XII – COVERAGE UNDER THE ETHICS CODE**

The Consultant may be subject to the provisions of AS 24.60 (Legislative Ethics) as a legislative employee unless excluded from the definition of "legislative employee" under AS 24.60.990(a)(11). Select Committee on Legislative Ethics Advisory Opinion 99-01 concludes that "any contractors who are paid through the state payroll system, contractors (or those designated within a contracting firm or company) with the Ethics Committee and those services or professional services contractors with legislative contracts over \$5,000, who will incur more than incidental use of state resources or who either contract for legislative policy related services or who are designated to represent the Legislature in a policy-related capacity, fall within the legislative employee definition and are therefore subject to the legislative ethics code."

## **CLAUSE XIII – RECORDS; AUDIT**

In addition to any other records required by this Contract, the Consultant shall accurately maintain detailed time records that state the date of the work, break down the time in tenths of an hour, describe in detail the work done during a tenth of an hour, and identify which individual did the work. The Consultant shall also keep any other records that are required by the Project Director. The records required by this Contract are subject to inspection by the Committee or the Project Director at all reasonable times.

## **CLAUSE XIV – OWNERSHIP AND REUSE OF DOCUMENTS**

All documents, reports, material, and other items generated as a consequence of work done under this contract are the property of the Committee. To the extent the Consultant has any interest in the copyright for these items under the copyright laws of the United States, the Consultant transfers by this contract any and all interest the

Consultant has in the copyright for these items to the Committee, and the Committee will be the owner of the copyright for these items. Upon completion of the work or termination of this contract, the items shall be delivered to the Project Director.

#### **CLAUSE XV - PROJECT DIRECTOR**

The Project Director is Herman G. Walker, Jr., Chair of the Select Committee on Legislative Ethics. The Project Director is authorized to oversee and direct the activities of the Consultant under this contract.

#### **CLAUSE XVI – AUTHORIZATION; CERTIFICATION**

Execution of this contract was authorized by a majority of the members of the Select Committee on Legislative Ethics at a meeting on November 20, 2012.

Execution of this contract by the Legislative Affairs Agency Executive Director or her designee hereby constitutes a certification that funds are available in an appropriation to pay for work performed under this contract through April 30, 2013.

#### **CLAUSE XVII - MODIFICATION AND PREVIOUS AGREEMENTS**

This contract contains all terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind either of the parties to this contract. This contract may not be modified unless in writing and signed by the parties to this contract.

**IN WITNESS WHEREOF**, the parties have executed this contract on the dates indicated below:

#### **CONSULTANT:**

MONIQUE RAPUZZI, AN INDIVIDUAL DBA  
MONIQUE RAPUZZI CASE PREPARATION  
& TRIAL ASSISTANCE

Mrapuzzi 1/4/13  
Monique Rapuzzi Date  
Alaska Business License: 740440

#### **COMMITTEE:**

SELECT COMMITTEE ON  
LEGISLATIVE ETHICS

H. Walker 2-19-13  
Herman G. Walker, Jr., Chair Date  
Procurement Officer  
Project Director

#### **CERTIFYING AUTHORITY:**

Pamela A. Varni 2/21/13  
Pamela A. Varni Date  
Executive Director  
Legislative Affairs Agency

#### **APPROVED AS TO FORM:**

Emily N... 1/3/13  
Legal Counsel Date

# **DRAFT**

## **PROFESSIONAL SERVICES CONTRACT BETWEEN**

### **SELECT COMMITTEE ON LEGISLATIVE ETHICS**

#### **AND**

**LAW OFFICE OF BRENT R. COLE, P.C.  
821 N STREET, SUITE 208  
ANCHORAGE, ALASKA 99501**

**CONTRACT AMOUNT: \$10,000.00**

The parties to this contract, made and entered into the date the Legislative Affairs Agency Executive Director or her designee signs the contract, are the Select Committee on Legislative Ethics, whose address is 716 W. 4<sup>th</sup> Avenue, Suite 230, Anchorage, Alaska 99501, hereinafter referred to as the "Committee", and Law Office of Brent R. Cole, P.C., whose address is 821 N Street, Suite 208, Anchorage, Alaska 99501, hereinafter referred to as the "Attorney".

**THE PURPOSE OF THIS CONTRACT IS TO PROVIDE legal services to the Select Committee on Legislative Ethics.**

**IT IS THEREFORE MUTUALLY AGREED THAT:**

#### **CLAUSE I - STATEMENT OF WORK**

Attorney shall provide legal services to the Committee as provided in this contract. The Committee anticipates requesting the Attorney to provide the following specific services:

- (A) legal advice, including, but not limited to, advice and opinions related to ethics complaints;
- (B) testimony before the Committee;
- (C) responses to informal requests for interpretation of the Legislative Ethics Act.

The Attorney shall provide the Committee with other legal services as requested by the Committee. The Attorney, including, but not limited to, Attorney's officers, agents, employees, and contractors shall maintain strict confidentiality of all records, files, work product, complaints, actions, advice, and materials related to the Committee or to the work performed under this contract unless and until directed otherwise by the Committee Chair ("Chair").

#### **CLAUSE II - PERIOD AND DATES OF PERFORMANCE**

- (A) The work under this contract shall begin July 1, 2013 and terminate June 30, 2014.

# DRAFT

- (B) Upon delivery of written notice to the Attorney, this contract may be terminated by the Chair with or without cause. To terminate, the Chair shall provide notice by e-mail or delivery of a hard copy to the Attorney, whichever method is selected in the sole discretion of the Committee. If this contract is so terminated and the termination is not based on a breach by the Attorney, the Committee shall compensate the Attorney for services provided under the terms of this contract up to the date the termination notice is delivered, provided the Attorney provides the Committee with a statement in writing containing a description of the services provided prior to contract termination, detailed time records for the services provided prior to contract termination, and a copy of all documents, reports, material, and other items required to be delivered to the Committee by Clause XIV (Ownership and Reuse of Documents) of this contract.

## **CLAUSE III – COMPENSATIO AND METHOD OF PAYMENT**

- (A) For services requested by the Committee, the Attorney shall be compensated as follows:
- |                  |            |
|------------------|------------|
| Brent Cole       | \$175/hour |
| Legal Assistants | \$ 75/hour |
- (B) For costs incurred by the Attorney in providing requested services, Attorney shall be reimbursed its actual costs, including long distance phone or facsimile, messenger service, filing fees, copying, express delivery charges, and similar costs. Copying shall be reimbursed at 10 cents per page. Any cost greater than \$300 may not be paid unless pre-authorized by the Chair.
- (C) Payment shall be based on billings provided by the Attorney that includes the items required for time records by Clause XIII. The description of services shall be prepared to protect the confidentiality and the identity of the individual and the subject matter.
- (D) The Chair must approve a billing before it may be paid.
- (E) If a payment is not made within 90 days after the Committee has received a proper billing, the Committee shall pay interest on the unpaid balance of the billing at the rate of 1.5 percent per month from, and including, the 91st day through the date payment is made. A payment is considered made on the date it is mailed or personally delivered to the Attorney.
- (F) Total payments under this contract, including reimbursed costs, may not exceed \$10,000, unless this contract is amended in writing to change the amount of the contract prior to Attorney incurring services or costs in excess of such amount.

# DRAFT

## **CLAUSE IV - EXPENSES AND DUPLICATION**

- (A) Except as may be otherwise provided by Clause III, the office space, equipment, supplies, clerical support and other expenses that are necessary for the Attorney to carry out the Attorney's obligations under this contract shall be supplied and paid for by the Attorney at no cost to the Committee. Attorney shall make available to the Committee an office or conference room for Committee members to review any documents or files maintained by Attorney.
- (B) Duplicates of any material or other item produced under this contract may be produced by the Committee; the office space, equipment, supplies, clerical support and other expenses required for the duplication shall be supplied by the Committee.

## **CLAUSE V – ASSIGNMENT OR TRANSFER**

Assignment or transfer of the contract is subject to the approval of the Chair.

## **CLAUSE VI – WORKERS' COMPENSATION**

During the life of this contract, the Attorney shall, in accordance with AS 23.30.045(d), provide and maintain workers' compensation insurance. Attorney shall provide the Committee, upon request, with written proof of the coverage required by this clause.

## **CLAUSE VII – FEDERAL AND STATE LAWS**

In addition to the other requirements of this contract, the Attorney must comply with all applicable Federal and State labor, wage/hour, safety and other laws which have a bearing on the contract, and must have all licenses and permits required by the Federal government, State and/or municipality for performance of the contract covered by this contract, including, but not limited to, a valid Alaska business license and any necessary applicable professional licenses. The Attorney must pay all fees associated with the licenses and permits required for performance of the contract. The Attorney shall pay all Federal, State, and local taxes incurred by the Attorney, in the performance of the contract. The Attorney's certification that taxes have been paid may be verified before final payment by the Committee.

## **CLAUSE VIII – HUMAN TRAFFICKING**

**Human Trafficking:** By the Attorney's signature on this contract, the Attorney certifies that the Attorney is not headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report, and that, if this changes, the Attorney will submit a certified copy of the Attorney's policy against human trafficking to the Committee.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/rls/tiprpt>.

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## **CLAUSE IX – VENUE**

In the event that the parties to the contract find it necessary to litigate the terms of the contract, venue shall be State of Alaska, First Judicial District, at Juneau, and the contract shall be interpreted according to the laws of Alaska.

## **CLAUSE X – BINDING ON SUCCESSORS**

Subject to Clause V (Assignment or Transfer) of this contract, this contract and all the covenants, provisions and conditions contained in the contract shall inure to the benefit of and be binding upon the successors and assigns of the Attorney and the Committee.

## **CLAUSE XI – INDEMNIFICATION**

The Attorney shall indemnify, save harmless, and defend the Committee, and the Committee's officers, agents, and employees from liability for any claim, including, but not limited to, any damages, costs, and attorney fees arising from the claim, arising from Attorney's negligence or intentional misconduct in the performance of Attorney's obligations under this contract.

## **CLAUSE XII – ETHICAL CONSIDERATIONS**

- (A) The Attorney, including its employees, is subject to the prohibitions set out in AS 24.60.134 of the Legislative Ethics Act unless individuals are excluded under AS 24.60.134 (c). The Attorney is subject to the other provisions of AS 24.60 as a legislative employee.
- (B) Only the lawyers who are personally involved in representing the Committee on behalf of the Attorney and any staff of the Attorney who are assisting such lawyers shall have access to the records and documents related to the subject matter of this contract. The Attorney shall ensure that no one else in the firm has access to the records and documents by retaining the records and documents in a locked file cabinet conspicuously marked as confidential materials relating to this contract.

## **CLAUSE XIII – RECORDS; AUDIT**

In addition to any other records required by this Contract, the Attorney shall accurately maintain detailed time records that state the date of the work, break down the time in quarters of an hour, describe in detail the work done during the quarter of an hour, and identify which individual did the work. The Attorney shall also keep any other records that are required by the Chair. The records required by this Contract are subject to inspection by the Committee or the Chair at all reasonable times.

## **CLAUSE XIV – OWNERSHIP AND REUSE OF DOCUMENTS**

All documents, reports, material, and other items generated as a consequence of work done under this Contract are the property of the Committee. To the extent the Attorney



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has any interest in the copyright for these items under the copyright laws of the United States, the Attorney transfers by this Contract any and all interest the Attorney has in the copyright for these items to the Committee, and the Committee will be the owner of the copyright for these items. Upon completion of the work or termination of this Contract, the items shall be delivered to the Chair.

**CLAUSE XV – CHAIR AND LEAD LAWYER**

- (A) The Chair shall serve as the primary contact through which the Committee assigns and directs the work of the Attorney. The Chair has the authority, upon which the Attorney may rely without further inquiry, to act on behalf of the Committee in assigning and directing the work of the Attorney.
- (B) Brent Cole, the lead lawyer on this matter, shall have the primary relationship with the Committee. Unless otherwise agreed or directed by the Committee, Brent Cole shall be the lawyer who communicates directly with the Committee.

**CLAUSE XVI – CERTIFICATION**

Execution of this contract by the Legislative Affairs Agency Executive Director or her designee hereby constitutes a certification that funds are available in an appropriation to pay for work performed under this contract through June 30, 2014.

**CLAUSE XVII - MODIFICATION AND PREVIOUS AGREEMENTS**

This contract contains all terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind either of the parties to this contract. This contract may not be modified unless in writing and signed by the parties to this contract.

**IN WITNESS WHEREOF**, the parties have executed this contract on the dates indicated below:

ATTORNEY

**DRAFT**

\_\_\_\_\_  
Brent Cole Date  
Title: President  
Tax ID #: 92-0152597

COMMITTEE

**DRAFT**

\_\_\_\_\_  
H. Conner Thomas, Chair Date  
Select Committee on Legislative Ethics  
Procurement Officer  
Project Director

CERTIFYING AUTHORITY:

**DRAFT**

\_\_\_\_\_  
Pamela A. Varni Date  
Executive Director  
Legislative Affairs Agency

APPROVED AS TO FORM:

**DRAFT**

\_\_\_\_\_  
Legal Counsel Date