

# DRAFT

## PROFESSIONAL SERVICES CONTRACT BETWEEN SENATE FINANCE COMMITTEE

AND

ANGELA RODELL  
[REDACTED]

CONTRACT AMOUNT NOT TO EXCEED: \$100,000.00

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 State of Alaska, Alaska State Legislature, Senate Finance Committee, whose address is 120 4<sup>th</sup> Street, State Capitol, Room 3, Juneau, AK 99801-1182, hereinafter referred to as the "Committee", and Angela Rodell, an individual, dba Rodell Consulting, whose address is [REDACTED], hereinafter referred to as the "Consultant".

**THE PURPOSE OF THIS CONTRACT** is to provide the Committee with detailed analysis and consulting services as described below in Clause I (Statement of Scope of Work).

**IT IS THEREFORE MUTUALLY AGREED THAT:**

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

- (A) The Consultant shall provide the Committee with consulting services on topics related, but not limited, to Alaska's PERS/TRS systems, the AKLNG project, fiscal regimes, bond ratings, fund management, department management, and investment strategy. The Consultant must be available to testify to legislative committees, as well as to provide consultation to individual Legislators and legislative staff as directed by the Project Director.
- (B) Prior to the performance of any work under this contract, the Consultant must have the written approval of the Project Director.
- (C) The Consultant shall be available in Juneau for the duration of the regular session of the First Session of the 29<sup>th</sup> Alaska State Legislature unless otherwise directed by the Project Director.

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

- (A) The work under this contract shall begin January 22, 2015 and terminate April 19, 2015.

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- (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 Project Director. If this contract is so terminated and the termination is not based on a breach by the Consultant, the Consultant may retain payments made under this contract, provided the Consultant provides the Project Director 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 Project Director by Clause XIV (Ownership and Reuse of Documents) of this contract.

## **CLAUSE III - COMPENSATION**

- (A) The Consultant shall perform the work specified in this contract, including, but not limited to, providing all labor, materials, and equipment required to complete the work, for a total contract price that is calculated under this Clause and that may not exceed \$100,000.00, including reimbursement for travel and other expenses.
- (B) The Consultant shall be paid a retainer as follows: (1) at a rate of \$870 per day beginning January 22, 2015 and ending January 31, 2015; (2) at a rate of \$27,000 each month for February and March 2015; and (3) at a rate of \$900 per day beginning April 1, 2015 and ending April 19, 2015. Payments do not depend on the number of hours worked and shall be made on a monthly basis as follows:
- |     |                  |             |
|-----|------------------|-------------|
| (1) | January 22, 2015 | \$ 8,710.00 |
| (2) | February 1, 2015 | \$27,000.00 |
| (3) | March 1, 2015    | \$27,000.00 |
| (4) | April 1, 2015    | \$18,000.00 |
- (C) The Consultant shall submit monthly statements for the work provided that include the items required for time records by Clause XIII (Records; Audit).
- (D) The Project Director must approve a billing before it may be paid.
- (E) If a payment is not made within 90 days after the Agency has received a billing, the Agency 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.
- (F) Total payments under this contract, including reimbursement for travel and other expenses, may not exceed One Hundred Thousand and No/100

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Dollars (\$100,000.00).

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

## **CLAUSE V - ASSIGNMENT OR TRANSFER**

Assignment or transfer of the contract is subject to Sec. 160 of the Alaska Legislative Procurement Procedures and the approval of the 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 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 Agency.

## **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.

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In addition, if the Consultant conducts business in, but is not headquartered in, a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in the Persons Report, a certified copy of the Consultant's policy against human trafficking must be submitted 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>.

If the Consultant is or becomes headquartered in a Tier 3 country, or fails to comply with this clause ("Human Trafficking"), the Agency may terminate the contract.

## **CLAUSE IX – CONTRACT CONTROVERSIES AND VENUE**

To make a claim under this contract, the Consultant shall provide notice within 10 days of discovery of the claim or 10 days of the termination of the contract, whichever is sooner, to the Procurement Officer that the Consultant intends to file a claim under Alaska Legislative Procurement Procedures secs. 350-370. The Consultant shall file the complete and certified claim concerning this contract with the Procurement Officer in accordance with Alaska Legislative Procurement Procedures secs. 350-370 within 90 days of the discovery of the claim or 90 days after the termination of this contract, whichever is sooner.

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, the Alaska Legislature, and the Legislative Affairs Agency, and the officers, agents, and employees of the Committee, Alaska Legislature, and Legislative Affairs Agency from liability for any claim, including, but not limited to, any damages, costs, and attorney 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 LAW**

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

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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 and describe in detail the work done. 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 Agency. 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 Agency, and the Agency 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. Consultant acknowledges that all the items are Agency records and, as a result, are public records.

## **CLAUSE XV - PROJECT DIRECTOR**

The Project Director is Laura Pierre, Chief of Staff to Senator Anna MacKinnon, Co-Chair, Senate Finance Committee. The Project Director is authorized to oversee and direct the activities of the Consultant under this contract. The Project Director serves at the discretion of the Committee and may be replaced by the Committee with notice to the Consultant.

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

Execution of this contract was authorized by a majority of the members of the Senate Finance Committee at a meeting on \_\_\_\_\_.

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 19, 2015.

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## 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:

ANGELA RODELL  
DBA RODELL CONSULTING

**DRAFT**

Angela Rodell, Owner \_\_\_\_\_ Date  
Tax Identification No.: XXX-XX-XXXX  
AK. Business License No.: 1015109

AGENCY:

ALASKA STATE LEGISLATURE  
SENATE FINANCE COMMITTEE

**DRAFT**

Sen. Anna MacKinnon, Co-Chair \_\_\_\_\_ Date  
Senate Finance Committee  
Procurement Officer

**DRAFT**

Sen. Pete Kelly, Co-Chair \_\_\_\_\_ Date  
Senate Finance Committee

ACCEPTED:

**DRAFT**

Laura Pierre \_\_\_\_\_ Date  
Project Director

APPROVED AS TO FORM:

**DRAFT**

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

CERTIFYING AUTHORITY:

**DRAFT**

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