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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 425 G Street, Suite 711, 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").

DRAFT

CLAUSE II - PERIOD AND DATES OF PERFORMANCE

- (A) The work under this contract shall begin July 1, 2015 and terminate June 30, 2016.
- (B) Upon delivery of written notice to the Attorney, this contract may, without liability to the Committee, 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 that include that items required for time records by Clause XIII (Records; Audit), 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 AND METHOD OF PAYMENT

- (A) The Attorney shall perform the work specified by this contract at the following rates:

Brent Cole	\$175/hour
Patrick Bergt	\$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, copying, express delivery, 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 include the items required for time records by Clause XIII (Records; Audit). 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 billing

DRAFT

that satisfies the requirements for billing under this contract, 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.

CLAUSE IV - EXPENSES AND DUPLICATION

- (A) Except as may be otherwise provided by Clause III (Compensation and Method of Payment), 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

DRAFT

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.

In addition, if the Attorney 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 Persons Report, a certified copy of the Attorney's policy against human trafficking shall be submitted 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>.

If the Attorney fails to comply with this Clause VIII, the Committee may cancel the contract as a breach of the contract under Clause II (B) of this contract.

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.

DRAFT

CLAUSE XII – ETHICAL CONSIDERATIONS

- (A) The Attorney, including, but not limited to, 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 tenths of an hour, describe in detail the work done during a tenth 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 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 is the lead lawyer on this matter and shall have the primary relationship

with the Committee. Unless otherwise agreed to or directed by the Committee, Brent Cole shall be the lawyer who communicates directly with the Committee.

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 _____, 2015.

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, 2016.

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

LAW OFFICE OF BRENT R. COLE, P.C.

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Brent R. Cole Date
Title: President
Tax ID #: 92-0152597

COMMITTEE

SELECT COMMITTEE ON
LEGISLATIVE ETHICS

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Dennis "Skip" Cook, Chair Date
Procurement Officer
Project Director

CERTIFYING AUTHORITY:

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Pamela A. Varni Date
Executive Director
Legislative Affairs Agency

APPROVED AS TO FORM:

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Legal Counsel Date