

# DRAFT

## 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 425 G Street, Suite 711, 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.

# 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 Consultant, this contract may, without liability to the Committee, 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

# DRAFT

- (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 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, 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.

# DRAFT

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 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 Consultant is or becomes headquartered in a Tier 3 county, or fails to comply with this clause ("Human Trafficking"), the Committee may terminate the contract under Clause II (B) as a breach of the 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 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."



# DRAFT

## **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 Dennis "Skip" Cook, 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 \_\_\_\_\_, 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:

**CONSULTANT:**

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

**DRAFT**

\_\_\_\_\_  
Monique Rapuzzi Date  
Alaska Business License: 740440

**CERTIFYING AUTHORITY:**

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

**COMMITTEE:**

SELECT COMMITTEE ON  
LEGISLATIVE ETHICS

**DRAFT**

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

**APPROVED AS TO FORM:**

**DRAFT**

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