SCOMM

#27:6

Con Con

VICTOR FISCHER ASSOCIATES CONSULTING
221 EAST 7TH AVENUE #204 • ANCHORAGE, ALASKA 99501 • (907) 272-2381

March 12, 1980

MAR 19 RECD

Sen. George Hohman
Rep. Brian Rogers
Pouch V
Juneau, AK 99811

Dear George and Brian:

I am transmitting with Brian's copy of this letter my paper "A new constitutional convention for Alaska? The lessons of Hawaii 1978." Brian agreed to have copies made and ditributed.

This paper completes my work for the Interim Committee on the Constitutional Convention. I believe that the efforts so far demonstrate the importance of the kind of preparation for the 1982 convention referendum that both of you are pursuing.

I very much appreciate the opportunity of having worked with you in this endeavor and look forward to further cooperation in the future.

My very best personal regards,

Hi, Brian --- I would appreciate receiving 10 copies of the Hawaii paper. In addition, will send a list of less than ten people to who copies should be mailed.

Thanks for handling this,

CONTRACT BETWEEN

STATE OF ALASKA, LEGISLATIVE AFFAIRS AGENCY

POUCH Y

JUNEAU, ALASKA 99811

AND

VICTOR FISCHER

221 E. 7th. Ave. #204

ANCHORAGE, ALASKA 99501

The parties to this agreement are the LEGISLATIVE AFFAIRS AGENCY, on behalf of the Alaska State Legislature's Interim Committee on the Constitutional Convention, hereinafter referred to as the AGENCY, and Victor Fischer, hereinafter referred to as the " CONSULTANT."

THE PURPOSE OF THIS AGREEMENT is to provide specialized research and consulting services to the Interim Committee on the Constitutional Convention.

IT IS THEREFORE MUTUALLY AGREED THAT:

CLAUSE I STATEMENT OF WORK:

The CONSULTANT shall, as directed by the project director (s), provide the Interim Committee on the Constitutional Convention with specialized research and consulting services relating to the Constitution, Constitutional Convention, and constitutional issues including but not limited to:

(a) developing major constitutional issues into an introductory report for use at public hearings;

(b) development of in-depth analysis of several constitutional issues to be determined by the project manager (s);

(c) attending public hearings and assisting in the analysis of the information gathered at the meetings.

( ) assisting in the gathering and reproduction of archival materials;

(e) assisting in the preperation of the final report for the committee;

(f) coordinating with committee staff and other consultants

(g) other duties assigned by the project manager (s).

CLAUSE II - PERIOD OF PERFORMANCE

(A) The period of this contract shall be from July 1, 1979, to June 30, 1980, unless extended by written agreement or terminated in accordance with (B) of this clause.

(B) This contract may be terminated by mutual agreement.

CLAUSE III - COMPENSATION AND METHOD OF PAYMENT

(A) ment for work performed under this agreement shall be at the rate of $50.00 per hour or $250.00 per day, whichever is less, to be paid before the last working day of each month for work carried out between the 15th day of the preceding month and the 15th day of the current month. On or before the 10th day of each month, the CONSULTANT shall submit a statement of time worked to the Project Director (s) for approval. Total compensation for the work performed under Clause I shall not exceed $15,000.00.

(B) The AGENCY shall furnish travel (coach fare) and per diem (prevailing state employee rates), long distance telephone charges related to business of the committee, clerical support, and equipment necessary to carry out the work designated in Clause I of this agreement.

(C) Office space shall be provided by the CONSULTANT

(D) No other employee benefits are allowed the CONSULTANT.

CLAUSE IV - PROJECT DIRECTORS

The Project Directors for the Constitutional Convention Committee shall be the Honorable George Hohman and the Honorable Brian Rogers.

CLAUSE V - RECORDS

The CONSULTANT shall keep the Project Director informed as to the progress of work performed under this agreement and shall provide written progress reports as specified by him.

CLAUSE VI- RECORDS, DOCUMENTS, AUDIT

The CONSULTANT shall maintain accurate records, including detailed time record , as may be required by the AGENCY. The records are subject to inspection by the AGENCY at all reasonable times. All documents, reports and writings produced in the course of the work performed under this contract are, upon delivery to the AGENCY or at termination of this agreement, the property of the AGENCY, and/or in the public domain; provided that the CONSULTANT will have the right to use any such materials for purposes of writing about or disucssing the issues.

CLAUSE VII - ALL WRITINGS CONTAINED HEREIN

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either of the parties of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

CONSULTANT

Victor Fischer 8-9-79

VICTOR FISCHER DATE

LEGISLATIVE AFFAIRS AGENCY

Myrton R. Charney 9/6/79

MYRTON R. CHARNEY DATE
Executive Director

ACCEPTED:

George H. Hohman Jr. 9/6/79

SENATOR GEORGE HOHMAN DATE
Project Director
Interim Committee on Constitutional Convention

APPROVED AS TO FORM

Billy G. Berrier 9/6/79

BILLY G. BERRIER DATE
Legal Counsel

REP. BRIAN ROGERS DATE
Project Director
Interim Committee on Constitutional Convention

Agency Account No._____

CONTRACT BETWEEN

STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY
Pouch Y
Juneau, Alaska 99811

AND

DOUGLAS POPE
912 West Sixth Avenue
Anchorage, Alaska 99501

The parties to this Agreement are the LEGISLATIVE AFFAIRS AGENCY, hereinafter referred to as the "Agency", and DOUGLAS POPE, hereinafter referred to as the "Contractor."

THE PURPOSE OF THIS AGREEMENT is to provide the Interim Committee on a Constitutional Convention, through the Agency, professional services relating to issues studied by the committee.

IT IS THEREFORE MUTUALLY AGREED THAT:

CLAUSE I. STATEMENT OF WORK

(A) The Contractor shall provide the committee with professional consulting and adminstrative services with regard to issues relating to any call for a constitutional convention in Alaska and any issues which could arise at any constitutional convention called in Alaska.

CLAUSE II. TERM OF TERMINATION

(A) The period of this contract shall be retroactive to July 1, 1979, and terminate on June 1, 1980, unless extended, or terminated in accordance with (B) of this Clause.

(B) This contract may be terminated by either party on written notice to the other.

CLAUSE III. PROJECT DIRECTOR

The project director shall be Representative Brian Rogers, co-chairman of the Interim Committee on a Constitutional Convention.

CLAUSE IV. COMPENSATION AND METHOD OF PAYMENT

(A) The Contractor shall be compensated at the rate of $200 per day for his own services, while traveling or otherwise away from his own office in Anchorage, and at the rate of $50.00 per hour for services performed as an attorney and administrator while in Anchorage.

(B) The Contractor shall be reimbursed for all expenses incurred which are authorized in advance by the Project Director. The Contractor shall be reimbursed on the basis of coach class airfare and prevailing state employee per diem rates for all travel expenses authorized in advance by the Project Director. Travel expense claims shall be submitted on forms provided by the Agency. Contractor shall be reimbursed for long distance telephone charges incurred in the course of the Contractor's work under this contract.

(C) Total compensation under this contract, inclusive of all expenses, shall not exceed $10,000.00.

CLAUSE V. OFFICE SPACE, EQUIPMENT, CLERICAL SUPPORT

Office space, equipment and clerical support necessary to carry out the Contractor's obligations under this contract shall be supplied by the Contractor at no cost to the Agency, unless authorized by the Project Director.

CLAUSE VI. PROGRESS REPORTS

The Contractor shall keep the Project Director informed as to the progress of the work performed under this agreement and shall provide progress reports as specified by him.

CLAUSE VII. RECORDS, DOCUMENTS, AUDIT

The Contractor shall maintain accurate records, including detailed time records as may be required by the Agency. The records are subject to inspection by the Agency at all reasonable times. All documents, reports and writings performed under this contract are, upon delivery to the Agency or at termination of this agreement, the property of the Agency.

CLAUSE VIII. ALL WRITINGS CONTAINED HEREIN

This agreement contained all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either of the parties to this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

CONTRACTOR

DOUGLAS POPE
Dated: 9/28/79
IRS Identification NO. 574-18-2976

LEGISLATIVE AFFAIRS AGENCY
(By direction of the Executive Director)

MYRTON R. CHARNEY
Dated: 9/27/79

Accepted:

REP. BRIAN ROGERS,
Co-Chairman, Interim
Committee on a Constitutional
Convention
Dated: 9/8/79

Approved as to form:

AGENCY LEGAL COUNSEL
Dated: 9/26/79

DOUGLAS POPE
Attorney

Law Offices
912 West Sixth Avenue
Anchorage, Alaska 99501
(907) 272-6225

Box 27
Hope, Alaska 99605

June 3, 1980

The Honorable Brian Rogers
Alaska State Representative
Pouch V
Juneau, Alaska 99811

Re. Constitutional Convention Contract

Dear Representative Rogers:

The purpose of this letter is to bill the Legislative Affairs Agency, through you, for time and expenses incurred since the last billing. Expenses include air travel but not lodging. I intend to submit a per diem statement to cover lodging while away from Anchorage.

Date	Item	Hours	Days	Expenses
3/24	Meet, Re: Privacy	.5		
3/26	Draft memo	2.5		
4/23	Review bill	2.0		
4/25	Round trip ticket to Juneau			$ 228.00
4/25	Meet in Juneau		1	
5/2	Draft amendments	1.0		
5/5	Review amendments	1.0		
5/19 - 5/21	Travel to Juneau, Meet		3.5	
5/27	Round trip ticket to Juneau			$ 228.00
5/27 - 6/4	Meet, prepare amendments in Juneau		9.0	
		7.0 Hours	~~13.5~~ Days	$ 456.00

BRep 6/5-6/6 " "

2.0 BP BJR

15.5 BP BJR Days

DP	7.0 hours at $50/hr.	$ 350.00
DP	15.5 ~~13.5~~ days at $200/day	3,100.00 ~~2,700.00~~
	Expenses	456.00
		$ ~~3,506.00~~ 3,906.00

DP BR

DP BR

Sincerely,

Douglas Pope

Douglas Pope

Approved:

Brian Rogers

Representative Brian Rogers
Project Director

DOUGLAS POPE
Attorney

Law Offices
912 West Sixth Avenue
Anchorage, Alaska 99501
(907) 272-6225

Box 27
Hope, Alaska 99605

August 28, 1979

Representative Brian Rogers
Box K
College, Alaska 99701

Re: Interim Committee on a Constitutional Convention

Dear Brian:

Enclosed is a final draft of a contract between myself and the Legislative Affairs Agency for work requested by the Interim Committee on a Constitutional Convention. If it meets your concerns, please sign and forward to the agency. With regard to the one particular concern you voiced, clause IV(a) leaves room for the Committee to be billed at a daily rather than the hourly rate while I'm in Anchorage but attending meetings.

In addition you have advised me that there will be a meeting in Fairbanks on September 19th and have requested that the following issues be researched prior to the meeting in order that I will be prepared to comment. I intend to have a succinct memo for the members of that meeting to accompany my discussion.

(1) Draft Legislation for a call, including

(a) Procedures of a call that may be passed by the legislature relating to a convention and

(b) A bill or a resolution calling the convention itself.

(2) An analysis of apportionment of the convention by the legislature, including

(a) Relevant case law and

(b) What to expect if someone sues to halt a convention called based upon the apportionment schedule established.

In addition to those issues that you requested be researched prior to the September 19th meeting, you have also asked me to initiate research which I have placed under the general heading of "limitations of state soverneignty." I intend to have enough research done to be able to make general comments with regard to that topic, but will not have a memorandum available at that date. Please advise if you wish to have any other issues researched and commented upon in memoranda form for the September 19th meeting.

Sincerely,

Douglas Pope

DP/emm
cc: Senator George Hohman

Con Con
Doug Pope

DOUGLAS POPE
Attorney

Law Offices
912 West Sixth Avenue
Anchorage, Alaska 99501
(907) 272-6225

Box 27
Hope, Alaska 99605

November 29, 1979

Representative Brian Rogers
c/o Legislative Committee on
a Constitutional Convention
Rm. 610F, Gruening Building
University of Alaska
Fairbanks, Alaska 99701

Re: Contract With Interim Committee on the Constitutional Convention

Dear Representative Rogers:

Enclosed is the final draft of the memorandum you requested. This letter is also for the purpose of billing the Committee for work and expenses to date. Unless you have any further questions, please approve the bill and forward to the Legislative Affairs Agency in the envelope provided.

8/20/79	Meet w/ Rep. Rogers	1.00
8/21/79	Review all material	4.00
9/24/79	Review materals	.50
11/15/79	Prepare memorandum	4.00
11/16/79	Prepare memorandum	5.00
11/19/79	Review Fischer memorandum	1.00
11/27/79	Edit Memorandum and draft inserts, draft letter, calls to Van Doren and Rogers	5.00
		20.50
	20.50 hours at $50.00	$1,025.00

Please submit for payment. Thank you.

Sincerely,

Douglas Pope

DP/emm
Approved:

Representative Brian Rogers,
Project Director

STATE OF ALASKA
THE LEGISLATURE
LEGISLATIVE AFFAIRS AGENCY

POUCH Y - STATE CAPITOL
JUNEAU, ALASKA 99811
907-465-3800

June 18, 1980

Mr. Douglas Pope
912 West Sixth Avenue
Anchorage, Alaska 99501

Dear Mr. Pope:

Attached is your signed copy of Amendment No. 1 to a contract between you and the State of Alaska, Legislative Affairs Agency, concerned with the Interim Committee on a Constitutional Convention.

Sincerely,

Helen Gowdy

Helen F. Gowdy
Executive Secretary

Enclosure

cc: Rep. Brian Rogers ✓
w/encls.

Agency Account No._____

AMENDMENT NO. 1
CONTRACT BETWEEN

STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY
Pouch Y
Juneau, Alaska 99811

AND

DOUGLAS POPE
912 West Sixth Avenue
Anchorage, Alaska 99501

This amendment is to the agreement to provide the Interim Committee on a Constitutional Convention, through the LEGISLATIVE AFFAIRS AGENCY, with professional services, between the Agency and DOUGLAS POPE, that is attached to this amendment for the purposes of reference.

CLAUSE II (A) of the attached contract is amended to read:

CLAUSE II. TERM OF TERMINATION

(A) The period of this contract shall be retroactive to July 1, 1979, and terminate on January 11, 1981, unless extended, or terminated in accordance with (B) of this Clause.

CONTRACTOR

Douglas Pope

DOUGLAS POPE
Dated: 6/7/80
IRS Identification No. 574-18-3846

LEGISLATIVE AFFAIRS AGENCY
(By direction of the Executive Director)

Myrton R. Charney

MYRTON R. CHARNEY
Dated: 6/18/80

ACCEPTED:

Brian Rogers

Rep. Brian Rogers
Project Director, Dated: 6/7/80

Approved as to form:

Billy G. Bevins

AGENCY LEGAL COUNSEL
Dated: June 17, 1980

Agency Account No._____

AMENDMENT NO. 1
CONTRACT BETWEEN

STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY
Pouch Y
Juneau, Alaska 99811

AND

DOUGLAS POPE
912 West Sixth Avenue
Anchorage, Alaska 99501

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CONTRACTOR

Douglas Pope

DOUGLAS POPE
Dated: 6/7/80
IRS Identification No. 574-18-3846

LEGISLATIVE AFFAIRS AGENCY
(By direction of the Executive Director)

MYRTON R. CHARNEY
Dated:_____

ACCEPTED:

Brian Rogers

Rep. Brian Rogers
Project Director, Dated: 6/7/80

Approved as to form:

AGENCY LEGAL COUNSEL
Dated:_____

Const. Conv.

Agency Account No._____

CONTRACT BETWEEN

STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY
Pouch Y
Juneau, Alaska 99811

AND

DOUGLAS POPE
912 West Sixth Avenue
Anchorage, Alaska 99501

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THE PURPOSE OF THIS AGREEMENT is to provide the Interim Committee on a Constitutional Convention, through the Agency, professional services relating to issues studied by the committee.

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(A) The Contractor shall be compensated at the rate of $200 per day for his own services, while traveling or otherwise away from his own office in Anchorage, and at the rate of $50.00 per hour for services performed as an attorney and administrator while in Anchorage.

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The Contractor shall keep the Project Director informed as to the progress of the work performed under this agreement and shall provide progress reports as specified by him.

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CLAUSE VIII. ALL WRITINGS CONTAINED HEREIN

This agreement contained all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either of the parties to this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

CONTRACTOR

DOUGLAS POPE
Dated: 8/21/79
IRS Identification NO. 579-18-3776

LEGISLATIVE AFFAIRS AGENCY
(By direction of the Executive Director)

MYRTON R. CHARNEY
Dated: _____

Accepted:

REP. BRIAN ROGERS,
Co-Chairman, Interim
Committee on a Constitutional
Convention
Dated: 9/8/79

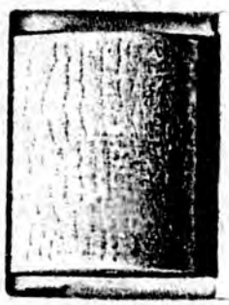
Approved as to form:

AGENCY LEGAL COUNSEL
Dated: _____

WHILE IN SESSION:
POUCH V
JUNEAU, ALASKA 99811
(907) 465-4925

HOME:
BOX K - COLLEGE
FAIRBANKS, ALASKA 99708
(907) 456-2037

BRIAN ROGERS
Alaska State Legislature



Pat Costello
Legislative Affairs
Pouch V
Juneau

Dear Pat:
Enclosed is a contract with Douglas Pope for work with the Constitutional Convention Committee. Please forward it to Myrt + Billy for their approval and encumber funds for the contract. If there are any problems, please call me at 479-7692 (Constitutional Convention office in FAI).

Thanks,

Brian Rogers

MEMORANDUM September 4, 1980

TO: Pam Calhoon, Personnel Officer
Legislative Affairs Agency

FROM: Representative Brian Rogers, Chairman
Constitutional Convention

SUBJECT: Guy Van Doren

This is authorize Guy Van Doren as Administrative Assistant to the interim Constitutional Convention Committee effective August 29, 1980.

Guy is to be paid at the hourly rate of $15.73.

I hereby authorize Guy to sign all timesheets in my absence associated with the Constitutional Convention Committee (including his own).