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PROFESSIONAL SERVICES CONTRACT BETWEEN

LEADERSHIP OF THE ALASKA SENATE

AND

SENATE RULES COMMITTEE

AND

THE JOSEPHSON INSTITUTE FOR THE ADVANCEMENT
OF ETHICS

CONTRACT AMOUNT: \$70,000.00
(excluding expense reimbursement)

The parties to this contract, made and entered into this ____ day of _____, 1990, Senate Rules Committee," (hereinafter referred to as the "Agency,"), and The Josephson Institute for the Advancement of Ethics (hereinafter referred to as the "Consultant").

THE PURPOSE OF THIS CONTRACT IS TO PROVIDE professional services to the Senate Rules Committee and review the present laws and rules of the Alaska Legislature regarding matters of legislative ethics.

IT IS THEREFORE MUTUALLY AGREED THAT:

CLAUSE I - STATEMENT OF WORK

The Consultant will review the present laws and rules of the Alaska Legislature, draft legislation and prepare a report regarding matters of legislative ethics including but not necessarily limited to:

- (a) Process and procedures for resolving ethics charges;
- (b) Gifts, gratuities and honoraria;
- (c) Conflicts of interest--including outside income, financial interests and disclosures;
- (d) Post employment restrictions;
- (e) Use of public facilities and staff;
- (f) Conduct discrediting the Legislature;
- (g) Lobbying regulations;
- (h) Use of campaign funds.

The Consultant will present draft legislation and a report to the Senate on April 2, 1990 or at any later time agreed to by both parties. The report will recommend legislative changes required for a comprehensive, integrated, practical set of rules and procedures that will establish clear and reasonable standards of conduct for Alaska state legislators and staff. An objective of the proposal is to put Alaska in a nationally recognized leadership role for standards and

enforcement of ethical conduct, providing a model for all other states.

The Consultant will have unfettered discretion in preparing the report and its legislative proposal.

Michael Josephson of the Institute will be available to testify and make presentations of the report to legislative hearings as required by the project director.

CLAUSE II - PERIOD AND DATES OF PERFORMANCE AND TERMINATION

- (A) The work under this contract shall begin February 13, 1990 and must be completed by May 10, 1990.
- (B) This contract may be terminated by the Agency upon delivery of written notice to the Consultant. If this contract is so terminated and the termination is not based on a breach by the Consultant, the Consultant shall be compensated for services provided under the terms of this contract to the date of termination if the Consultant provides the Agency with a written report containing a description of the services performed, a statement of the results or conclusions formed based upon the research or analysis performed, and a copy of all documents and reports generated as a consequence of work done under this contract. If such compensation is less than the advance payment under Clause III (A)(1), the Consultant agrees to refund the balance of the advance payment.

CLAUSE III - COMPENSATION AND METHOD OF PAYMENT

- (A) For the work required by this contract, the Consultant shall be:
 - (1) paid Twenty Eight Thousand and No/100 Dollars (\$28,000.00) upon execution of this contract;
 - (2) paid Twenty Eight Thousand and No/100 Dollars (\$28,000.00) on March 12, 1990.
 - (3) paid Fourteen Thousand and No/100 Dollars (\$14,000.00) upon submittal of draft legislation and report.
 - (4) upon submittal and approval of invoices, reimbursed for travel, lodging, meals, telephone charges, shipping and printing expenses reasonably necessary to carry out the Consultant's obligations under this contract.
- (B) A payment to the Consultant under (A)(3) and (4) shall be based on proper billings provided by the Consultant.
- (C) The Project Director must approve a billing before it may be paid.
- (D) If a payment under (A)(3), is not made within 90 days after the Agency has received a proper 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 91st 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) Total payments under this contract excluding reimbursement for expenses, shall not exceed Seventy Thousand and No/100 Dollars (\$70,000).

CLAUSE IV - EXPENSES AND DUPLICATION

- (A) Except as otherwise provided under Clause III (A)(4) 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 by the Consultant at no cost to the Agency.
- (B) Duplicates of any report required by 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 PROJECT DIRECTOR

Project Director shall be Senator Pat Pourchot.

CLAUSE VI - RECORDS, DOCUMENTS, AUDIT

The Consultant shall accurately maintain those records, including detailed time records, that are required by the Project Director. The records are subject to inspection by the Agency or the Project Director at all reasonable times. All documents and reports generated as a consequence of work done under this contract shall become the property of the State of Alaska, and the State shall own all rights included in any copyright rights for the documents and reports. Upon completion of the work or the termination of this contract, the documents and reports shall be delivered to the Project Director.

CLAUSE VII - INDEMNIFICATION

The Consultant shall indemnify, save harmless, and defend the Agency, and the Agency's officer's, agents and employees from liability for any claim, including costs arising from the claim, arising from Consultant's negligence in the performance of Consultant's obligations under this contract.

CLAUSE VIII - VENUE

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

CLAUSE IX - ASSIGNMENT

This contract may not be assigned to another party unless in accordance with Sec. 160 of the Procurement Procedures of the Alaska State Legislature.

CLAUSE X - WORKERS' COMPENSATION

During the life of this contract, the Consultant shall, in accordance with AS

23.30.045(d), provide and maintain workers' compensation insurance. The Consultant shall require any subcontractor to provide and maintain workers' compensation insurance for the subcontractor's employees. Consultant shall provide the Agency, upon request, with written proof of the coverage required by this clause.

CLAUSE XI - CERTIFICATION/AUTHORIZATION

Execution of this contract was authorized by a majority of the members of the Senate Rules Committee on February 13, 1990. The sole source justification for this contract (EXHIBIT A) was authorized by a majority of the members of the Senate Rules Committee on February 13, 1990. Execution of this contract by the chair of the Senate Rules Committee constitutes the signed authorization required by Procurement Procedures sec. 150(b) and sec. 040; the committee members who authorized the contract delegated their sec. 150 and sec. 040 signature responsibilities to the chair of the Committee on February 13, 1990.

Execution of this contract by the Legislative Affairs Agency Executive Director or his designee hereby constitutes a certification that funds have been appropriated and encumbered for the amount of this contract.

CLAUSE XII - MODIFICATION AND PREVIOUS AGREEMENTS

This document contains all the 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
THE JOSEPHSON INSTITUTE FOR
THE ADVANCEMENT OF ETHICS

SENATE RULES COMMITTEE

Michael Josephson Date
Tax I.D.
Bus. Lic. No.:

Sen. Arliss Sturgulewski, Chair Date
Procurement Officer

ACCEPTED

LEADERSHIP OF THE ALASKA SENATE

Sen. Pat Pourchot, Chair Date
Senate Subcommittee on the Select
Committee on Legislative Ethics
Project Director

Sen. Tim Kelly Date
Senate President
Procurement Officer

CERTIFYING AUTHORITY

APPROVED AS TO FORM

Warren Endicott Date
Executive Director
Legislative Affairs Agency

Legal Counsel Date