

BLANKENSHIP CONTRACT

PROFESSIONAL SERVICES CONTRACT AMENDMENT

ALASKA STATE SENATE RULES COMMITTEE

AND

DOUGLAS L. BLANKENSHIP
406 CUSHMAN STREET, SUITE 2
FAIRBANKS, ALASKA 99701

AMENDED CONTRACT AMOUNT: \$36,352.60

The parties to this contract amendment, made and entered into the date the Legislative Affairs Agency Executive Director or her designee signs the contract, are the Alaska State Senate Rules Committee, whose address is 130 Seward Street, Suite 313, Juneau, Alaska 99801-2187, hereinafter referred to as the "Agency", and Douglas L. Blankenship, whose address is 406 Cushman Street, Suite, 2, Fairbanks, Alaska 99701, hereinafter referred to as the "Consultant".

This document amends the May 8, 1996, professional services contract, amended October 8, 1996, between the Agency and the Consultant.

IT IS AGREED THAT:

1. Paragraph (E) of Clause III - COMPENSATION AND METHOD OF PAYMENT, IS AMENDED TO READ AS FOLLOWS:

(E) Total payments under this contract may not exceed Thirty Six Thousand Three Hundred Fifty Two and 60/100 Dollars (\$36,352.60).

AUTHORIZATION AND CERTIFICATION

Execution of this contract amendment was authorized by a majority of the members of the Senate Rules Committee in a meeting on March 21, 1997.

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 the amended amount of this contract.

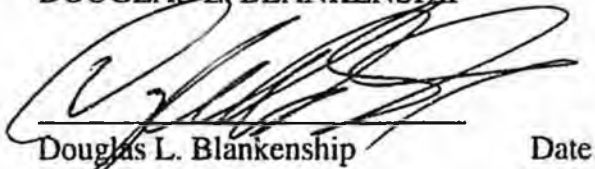
IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below:

CONSULTANT

AGENCY

DOUGLAS L. BLANKENSHIP

ALASKA STATE SENATE
RULES COMMITTEE



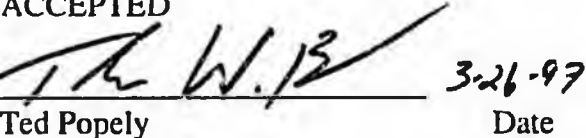
 3-26-97

Douglas L. Blankenship
E.I.N. No.: 92-0157104

Sen. Tim Kelly, Chair
Senate Rules Committee
Procurement Officer

ACCEPTED

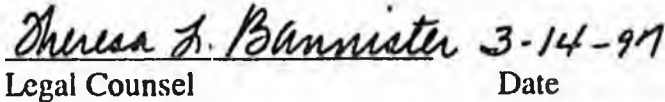
CERTIFYING AUTHORITY:

 3-26-97

Pamela A. Varni
Executive Director
Legislative Affairs Agency

Ted Popely
Project Director

APPROVED AS TO FORM:

 3-14-97

Legal Counsel

Alaska State Legislature

Legislative Affairs Agency



DATE: March 17, 1997

TO: Pamela Varni, Executive Director
Legislative Affairs Agency

FROM: Ted Popely *Ted W. S.*
Majority Legal Counsel

SUBJ: Doug Blankenship Contract

At the time the original contract between the Alaska State Senate Rules Committee and Doug Blankenship was entered into, it was expected that the contract amount would not exceed 25,000. However, the issues upon which he worked, Native Sovereignty and various resource issues, required more of his time and expertise than originally anticipated. We are therefore requesting that the original contract amount be amended in an amount not to exceed \$36,352.60.

PROPOSED AMENDM.
(BLANKENSHIP)

PROFESSIONAL SERVICES CONTRACT AMENDMENT

ALASKA STATE SENATE RULES COMMITTEE

AND

DOUGLAS L. BLANKENSHIP
406 CUSHMAN STREET, SUITE 2
FAIRBANKS, ALASKA 99701

AMENDED CONTRACT AMOUNT: \$36,352.60

The parties to this contract amendment, made and entered into the date the Legislative Affairs Agency Executive Director or her designee signs the contract, are the Alaska State Senate Rules Committee, whose address is 130 Seward Street, Suite 313, Juneau, Alaska 99801-2187, hereinafter referred to as the "Agency", and Douglas L. Blankenship, whose address is 406 Cushman Street, Suite, 2, Fairbanks, Alaska 99701, hereinafter referred to as the "Consultant".

[This document amends the May 8, 1996, professional services contract, amended October 8, 1996, between the Agency and the Consultant.]

IT IS AGREED THAT:

- 1. **Paragraph (E) of Clause III - COMPENSATION AND METHOD OF PAYMENT, IS AMENDED TO READ AS FOLLOWS:**

[(E) Total payments under this contract may not exceed Thirty Six Thousand Three Hundred Fifty Two and 60/100 Dollars (\$36,352.60).]

AUTHORIZATION AND CERTIFICATION

Execution of this contract amendment was authorized by a majority of the members of the Senate Rules Committee in a meeting on _____ 1997.

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 the amended amount of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below:

CONSULTANT

AGENCY

DOUGLAS L. BLANKENSHIP

ALASKA STATE SENATE
RULES COMMITTEE

Douglas L. Blankenship
E.I.N. No.: 92-0157104

Date

Sen. Tim Kelly, Chair
Senate Rules Committee
Procurement Officer

Date

ACCEPTED

CERTIFYING AUTHORITY:

Ted Popely
Project Director

Date

Pamela A. Varni
Executive Director
Legislative Affairs Agency

Date

APPROVED AS TO FORM:

Theresa A. Bannister 3-14-97
Legal Counsel Date

APRIL - '96

PROFESSIONAL SERVICES CONTRACT BETWEEN
ALASKA STATE SENATE RULES COMMITTEE

AND

DOUGLAS L. BLANKENSHIP
406 CUSHMAN STREET, SUITE 2
FAIRBANKS, ALASKA 99701

CONTRACT AMOUNT: \$25,000

The parties to this contract amendment, made and entered into the date the Legislative Affairs Agency Executive Director or her designee signs the contract, are the Alaska State Senate Rules Committee, whose address is 130 Seward Street, Suite 313, Juneau, Alaska 99801-2187, hereinafter referred to as the "Agency", and Douglas L. Blankenship, whose address is 406 Cushman Street, Suite, 2, Fairbanks, Alaska 99701, hereinafter referred to as the "Consultant".

This document amends the May 8, 1996, professional services contract between the Agency and the Consultant.

IT IS THEREFORE MUTUALLY AGREED THAT:

Paragraph (A) of Clause (II) - PERIOD AND DATES OF PERFORMANCE AND TERMINATION IS AMENDED TO READ AS FOLLOWS:

- (A) The work under this contract shall begin March 1, 1996 and terminate February 28, 1997.

AUTHORIZATION AND CERTIFICATION

Execution of this contract amendment was authorized by a majority of the members of the Senate Rules Committee in a meeting on September 12, 1996.

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

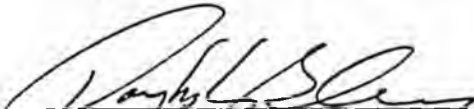
IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below:

CONSULTANT


AGENCY

DOUGLAS L. BLANKENSHIP

ALASKA STATE SENATE
RULES COMMITTEE


Douglas L. Blankenship
E.L.N. No.: 92-0157104

Date

 23 Sept 96
Sen. Mike Miller, Chair
Senate Rules Comm ittee
Procurement Officer

Date

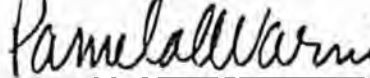
ACCEPTED

GERTIFYING AUTHORITY:

 9/27/96

Ted Popely
Project Director

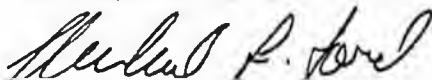
Date

 10/8/96

Pamela A. Varni
Executive Director
Legislative Affairs Agency

Date

APPROVED AS TO FORM:

 9/6/96
Legal Counsel

Date

PROFESSIONAL SERVICES CONTRACT BETWEEN

ALASKA STATE SENATE RULES COMMITTEE

AND

DOUGLAS L. BLANKENSHIP
406 CUSHMAN STREET, SUITE 2
FAIRBANKS, ALASKA 99701

CONTRACT AMOUNT: \$25,000

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 Alaska State Senate Rules Committee, whose address is 130 Seward Street, Suite 313, Juneau, Alaska 99801-2187, hereinafter referred to as the "Agency", and Douglas L. Blankenship, whose address is 406 Cushman Street, Suite 2, Fairbanks, Alaska 99701, hereinafter referred to as the "Consultant".

THE PURPOSE OF THIS CONTRACT IS TO PROVIDE the Leadership of the Alaska State Senate and the Alaska State House of Representatives with professional services.

IT IS THEREFORE MUTUALLY AGREED THAT:

CLAUSE I - STATEMENT OF WORK

The Consultant shall provide the Leadership of the Alaska State Senate and the Alaska State House of Representatives with technical assistance and evaluation of tribal sovereignty and resource issues.

CLAUSE II - PERIOD AND DATES OF PERFORMANCE AND TERMINATION

- (A) The work under this contract shall begin March 1, 1996 and terminate September 1, 1996.
- (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 the written material produced during the contract.

CLAUSE III - COMPENSATION AND METHOD OF PAYMENT

- (A) For the work specified in this contract the Consultant shall be compensated Twenty Five Thousand and No/100 Dollars (\$25,000).
- (B) Payment shall be based on proper billing provided by the Consultant.
- (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 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 may not exceed Twenty Five Thousand and No/100 Dollars (\$25,000).

CLAUSE IV - PROJECT DIRECTOR

The Project Director is Ted Popely, Majority Legal Counsel.

CLAUSE V - 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 AS 24.60.990(10).

CLAUSE VI - 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 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 VII - 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, reports, material, and other items generated as a

consequence of work done under this contract shall become the property of the Agency, and the Agency shall own all rights included in any copyright rights for the items. Upon completion of the work or the termination of this contract, the items shall be delivered to the Project Director.

CLAUSE VIII - INDEMNIFICATION

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

CLAUSE IX - 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 X - 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 XI - 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 XII - AUTHORIZATION AND CERTIFICATION.

Execution of this contract was authorized by a majority of the members of the Alaska State Senate Rules Committee in a meeting on April 26, 1996.

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

CLAUSE XIII - MODIFICATION AND PREVIOUS AGREEMENTS

This document 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.

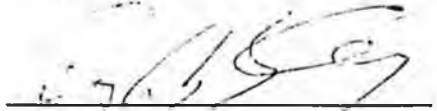
IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below:

CONSULTANT

AGENCY

DOUGLAS L. BLANKENSHIP

ALASKA STATE SENATE
RULES COMMITTEE



4-19-96



22 April 96

Douglas L. Blankenship
E.I.N. No.: 92-0157104

Date

Sen. Mike Miller, Chair
Senate Rules Committee
Procurement Officer

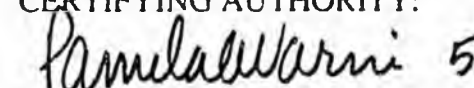
Date

ACCEPTED

CERTIFYING AUTHORITY:



4-22-96



5/8/96

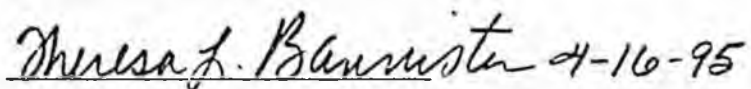
Ted Popely
Project Director

Date

Pamela A. Varni
Executive Director
Legislative Affairs Agency

Date

APPROVED AS TO FORM:



4-16-95

Legal Counsel

Date