

MEACHAM CONTRACT

PROPOSED AMENDM.
(MEACHAM)

PROFESSIONAL SERVICES CONTRACT AMENDMENT

ALASKA STATE SENATE RULES COMMITTEE

AND

CHARLES P. MEACHAM
533 MAIN STREET
JUNEAU, ALASKA 99801

AMENDED CONTRACT AMOUNT: \$75,000
(excluding reimbursement for expenses)

The parties to this contract amendment, made and entered into the date the Legislative Affairs Agency Executive Director or her designee signs the contract amendment, are the Alaska State Senate Rules Committee, whose address is 130 Seward Street, Suite 313, Juneau, Alaska 99801-2197, hereinafter referred to as the "Agency", and Charles P. Meacham, whose address is 533 Main Street, Juneau, Alaska 99801, hereinafter referred to as the "Consultant".

This document amends the March 28, 1995, professional services contract, amended July 28, 1995, January 24, 1996, and October 8, 1996, between the Agency and the Consultant.

IT IS AGREED THAT:

1. **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 February 20, 1995 and terminate August 1, 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 _____ 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 for work performed through June 1997. Availability of funds to pay for work performed after June 30, 1997 is contingent upon the appropriations of funds for the particular fiscal year involved. In addition to any other right of the Agency under this contract to terminate the contract, if, in the judgement of the Executive Director of the Legislative Affairs Agency, sufficient funds are not appropriated for the next fiscal year, the contract will be amended or canceled. To terminate under this paragraph, the Agency shall provide notice of the termination to the Contractor.

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

CONSULTANT

AGENCY

CHARLES P. MEACHAM

SENATE RULES COMMITTEE

Charles P. Meacham Date
SSN #574-16-6880

Sen. Tim Kelly, Chair Date
Senate Rules Committee

ACCEPTED:

APPROVED AS TO FORM:

Ted Popely Date
Project Director

Theresa F. Bunnister 3-4-97

Legal Counsel Date

CERTIFYING AUTHORITY:

Pamela A. Varni Date
Executive Director
Legislative Affairs Agency

SEP - '96

PROFESSIONAL SERVICES CONTRACT AMENDMENT

ALASKA STATE SENATE RULES COMMITTEE

AND

CHARLES P. MEACHAM
533 MAIN STREET
JUNEAU, ALASKA 99801

AMENDED CONTRACT AMOUNT: \$75,000
(excluding reimbursement for expenses)

The parties to this contract amendment, made and entered into the date the Legislative Affairs Agency Executive Director or her designee signs the contract amendment, are the Alaska State Senate Rules Committee, whose address is 130 Seward Street, Suite 313, Juneau, Alaska 99801-2197, hereinafter referred to as the "Agency", and Charles P. Meacham, whose address is 533 Main Street, Juneau, Alaska 99801, hereinafter referred to as the "Consultant".

This document amends the March 28, 1995, professional services contract, amended July 28, 1995, and January 24, 1996, between the Agency and the Consultant.

IT IS AGREED THAT:

1. **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 February 20, 1995 and terminate January 31, 1997.

2. **Paragraph (F) of Clause (III) - COMPENSATION AND METHOD OF PAYMENT, IS AMENDED TO READ AS FOLLOWS:**
 - (F) Total payments under this contract, excluding reimbursement for expenses, may not exceed Seventy-Five Thousand and No/100 Dollars (\$75,000).

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 amendment on the dates indicated below:

CONSULTANT

CHARLES P. MEACHAM

C. Meacham 9-10-96
Charles P. Meacham Date
SSN #574-16-6880

AGENCY

SENATE RULES COMMITTEE

Mike Miller 23 Sept. 96
Sen. Mike Miller, Chair Date
Senate Rules Committee

ACCEPTED:

Ted Popely 9-27-96
Ted Popely Date
Project Director

CERTIFYING AUTHORITY:

Pamela A. Varni 10/8/96
Pamela A. Varni Date
Executive Director
Legislative Affairs Agency

APPROVED AS TO FORM:

Michael D. Powell 9/6/96
Legal Counsel Date

JAN - '96

PROFESSIONAL SERVICES CONTRACT AMENDMENT

ALASKA STATE SENATE RULES COMMITTEE

AND

CHARLES P. MEACHAM
533 MAIN STREET
JUNEAU, ALASKA 99801

AMENDED CONTRACT AMOUNT: \$50,000
(excluding reimbursement for expenses)

The parties to this contract amendment, made and entered into the date the Legislative Affairs Agency Executive Director or her designee signs the contract amendment, are the Alaska State Senate Rules Committee, whose address is 130 Seward Street, Suite 313, Juneau, Alaska 99801-2197, hereinafter referred to as the "Agency", and Charles P. Meacham, whose address is 533 Main Street, Juneau, Alaska 99801, hereinafter referred to as the "Consultant".

This document amends the March 28, 1995, professional services contract, amended July 28, 1995, between the Agency and the Consultant.

IT IS AGREED THAT:

1. CLAUSE II (A) - PERIOD AND DATES OF PERFORMANCE AND TERMINATION, IS AMENDED TO READ AS FOLLOWS:

(A) The work under this contract shall begin February 20, 1995 and terminate July 31, 1996.

2. CLAUSE III (F) - COMPENSATION AND METHOD OF PAYMENT, IS AMENDED TO READ AS FOLLOWS:

(F) Total payments under this contract, excluding reimbursement for expenses, may not exceed Fifty Thousand and No/100 Dollars (\$50,000).

3. **CLAUSE IV - PROJECT DIRECTOR, IS AMENDED TO READ AS FOLLOWS:**

The Project Director is Ted Popely, Majority Legal Counsel.

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 January 21 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 amendment on the dates indicated below:

CONSULTANT

CHARLES P. MEACHAM

Charles P. Meacham 1-19-96
Charles P. Meacham Date
SSN #574-16-6880

AGENCY

SENATE RULES COMMITTEE

Michael W. Miller 22 Jan 96
Sen. Mike Miller, Chair Date
Senate Rules Committee

ACCEPTED:

Ted Popely 1-23-96
Ted Popely Date
Project Director

CERTIFYING AUTHORITY:

Pamela A. Varni 1/24/96
Pamela A. Varni Date
Executive Director
Legislative Affairs Agency

APPROVED AS TO FORM:

Theresa A. Bannist 1-16-96
Legal Counsel Date

JULY - '95

PROFESSIONAL SERVICES CONTRACT AMENDMENT

ALASKA STATE SENATE RULES COMMITTEE

AND

CHARLES P. MEACHAM
533 MAIN STREET
JUNEAU, ALASKA 99801

CONTRACT AMOUNT: \$25,000
(excluding reimbursement for expenses)

The parties to this contract amendment, made and entered into the date the Legislative Affairs Agency Executive Director or her designee signs the contract amendment, are the Alaska State Senate Rules Committee, whose address is 130 Seward Street, Suite 313, Juneau, Alaska 99801-2197, hereinafter referred to as the "Agency", and Charles P. Meacham, whose address is 533 Main Street, Juneau, Alaska 99801, hereinafter referred to as the "Consultant".

This document amends the March 28, 1995, professional services contract between the Agency and the Consultant.

IT IS AGREED THAT:

1. CLAUSE II (A) - PERIOD AND DATES OF PERFORMANCE AND TERMINATION, IS AMENDED TO READ AS FOLLOWS:

- (A) The work under this contract shall begin February 20, 1995 and terminate January 31, 1996.

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 June 28, 1995.

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 amendment on the dates indicated below:

CONSULTANT

CHARLES P. MEACHAM

C. Meacham 7-7-95

Charles P. Meacham Date
SSN #574-16-6880

AGENCY

SENATE RULES COMMITTEE

Mike Miller 25 July 95

Sen. Mike Miller, Chair Date
Senate Rules Committee

ACCEPTED:

Kyle W. Parker 7/16/95

Kyle W. Parker Date
Project Director

CERTIFYING AUTHORITY:

Pamela A. Varni 7/28/95

Pamela A. Varni Date
Executive Director
Legislative Affairs Agency

APPROVED AS TO FORM:

Michael P. Ford 6/28/95

Legal Counsel Date

MARCH - 95

PROFESSIONAL SERVICES CONTRACT BETWEEN

ALASKA STATE SENATE RULES COMMITTEE

AND

CHARLES P. MEACHAM
533 MAIN STREET
JUNEAU, ALASKA 99801

CONTRACT AMOUNT: \$25,000
(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 Alaska State Senate Rules Committee, whose address is 130 Seward Street, Suite 313, Juneau, Alaska 99801-2197, hereinafter referred to as the "Agency", and Charles P. Meacham, whose address is 533 Main Street, Juneau, Alaska 99801, hereinafter referred to as the "Consultant".

THE PURPOSE OF THIS CONTRACT IS TO PROVIDE technical assistance in evaluating and assessing legislative options with regard to state/federal fish and wildlife issues.

IT IS THEREFORE MUTUALLY AGREED THAT:

CLAUSE I - STATEMENT OF WORK

The Consultant shall provide the Agency and the Alaska State House Rules Committee with technical assistance in evaluating and assessing legislative options with regard to state/federal fish and wildlife issues.

CLAUSE II - PERIOD AND DATES OF PERFORMANCE AND TERMINATION

- (A) The work under this contract shall begin February 20, 1995 and terminate June 30, 1995.
- (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 any results or conclusions formed from any 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 at the rate of \$50 per hour.
- (B) The Consultant shall be reimbursed for travel expenses if the travel and amount of expenses have been approved in writing by the Project Director before the travel occurs.
- (C) Payment shall be based on proper monthly billings provided by the Consultant.
- (D) The Project Director must approve a billing before it may be paid.
- (E) 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.
- (F) Total payments under this contract, excluding reimbursement for expenses, may not exceed Twenty Five Thousand and No/100 Dollars (\$25,000).

CLAUSE IV - PROJECT DIRECTOR

The Project Director is Kyle W. Parker, Legislative Assistant to the Speaker of the House.

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 documents and reports. 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 INSURANCE

Consultant does not have any employees at the time of entering into this contract. If Consultant subsequently employs one or more persons, the Consultant shall, in accordance with AS 23.30.045(d), provide and maintain worker's compensation insurance. Upon request, the Consultant shall provide the Agency with evidence of Consultant's compliance with this paragraph.

CLAUSE XII - AUTHORIZATION AND CERTIFICATION.

Execution of this contract was authorized by a majority of the members of the Senate Rules Committee in a meeting on March 20, 1995.

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.

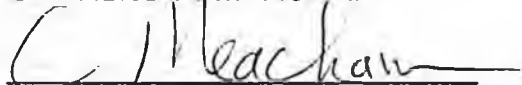
IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below:

CONSULTANT

AGENCY

CHARLES P. MEACHAM

SENATE RULES COMMITTEE



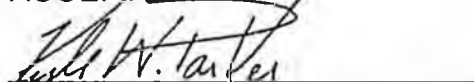


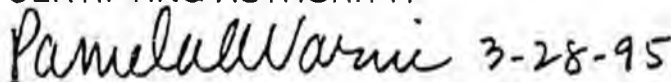
Charles P. Meacham Date
SSN #574-16-6880

Sen. Mike Miller, Chair Date
Rules Committee

ACCEPTED:

CERTIFYING AUTHORITY:

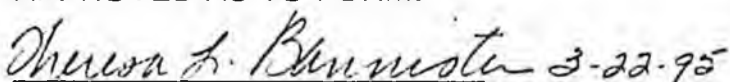




Kyle W. Parker Date
Project Director

Pamela A. Varni Date
Executive Director
Legislative Affairs Agency

APPROVED AS TO FORM:



Theresa L. Bannister Date
Legal Counsel