

PROFESSIONAL SERVICES CONTRACT BETWEEN

**STATE OF ALASKA
Legislative Budget and Audit Committee
State Capitol
Juneau, AK 99801**

AND

**Mr. Roger Marks
An individual DBA Roger Marks
12550 Toilsome Hill Drive
Anchorage, AK 99516**

****Contract Amount – Not to Exceed \$25,000.00****

The parties to this agreement are the State of Alaska, Legislative Budget & Audit Committee (LBA), hereinafter referred to as the “Committee,” and Mr. Roger Marks, an individual DBA Roger Marks, hereinafter referred to as the “Contractor.”

THE PURPOSE OF THIS CONTRACT is to provide the Committee with professional consulting, economic analysis, and financial modeling services as described below.

IT IS THEREFORE MUTUALLY AGREED THAT:

CLAUSE I — STATEMENT OF WORK

The Contractor shall provide background knowledge and analytic resources to the Legislature to analyze and evaluate proposed changes to the oil and gas fiscal regime of the State of Alaska.

The Contractor shall, perform the following as requested:

- Review and analyze tax and resource revenue systems and proposals;
- Prepare reports related to tax and resource revenue systems as requested;
- Concisely model tax structures;

- Present analyses and models to legislative committees;
- Analyze and model future consequences of proposed tax and resource revenue structures and their effect on state revenue projections;
- Identify and analyze proposed tax and resource revenue systems regarding possible incentives or disincentives to exploration, development and production at various resource price scenarios and any other relevant variables;
- Other related duties as assigned.

The Contractor's primary contact person will be the Project Director.

For purposes of responsible contract management by the Committee Chair and the Project Director, the Committee Chair or the Project Director must give approval prior to work being performed by the Contractor that is a request from another Legislator or Legislative staff person that has been submitted to the Contractor, the Committee Chair, or the Project Director. All requests from other committee chairs for the Contractor to testify, or otherwise make himself available for participation in a committee hearing, must be approved by the Committee Chair or the Project Director prior to such participation. A written record of these requests and their disposition will be maintained by the Project Director.

CLAUSE II — EFFECTIVE DATE AND DURATION OF CONTRACT

The period of performance under this Contract shall be from October 12, 2015 through June 30, 2016 unless terminated earlier as provided herein, or extended by mutual agreement of the parties.

This Contract may be terminated by either party upon written notice to the other. If this Contract is terminated by the Committee and the termination is not based on a breach by the Contractor, the Contractor shall be compensated for services provided under the terms of this Contract to the date of termination, after the Contractor provides the Committee with a written summary of the services performed, a statement of the results or conclusions formed based upon the research or analysis performed, and all working papers and documentation produced from working on the Contract.

CLAUSE III — PROJECT DIRECTOR

The Project Director shall be Rena Delbridge.

CLAUSE IV — COMPENSATION AND METHOD OF PAYMENT

- (a) For the work specified in this contract, the Contractor shall be compensated at a rate of \$140.00 per hour.

- (b) The Contractor may submit periodic billings for the work requested in Clause I of this contract, but billings may be submitted no more frequent than monthly. A billing must be approved by the Committee Chair or the Project Director before it is paid.
- (c) If a payment is not made within 90 days after the Committee has received a proper 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 91st day through the date payment is made. A payment is considered made on the date it is mailed or personally delivered to the Contractor.
- (d) The Contractor shall be reimbursed for direct expenses necessary to perform Contractor's work under this contract. The expenses shall be calculated at cost without markup. If the Committee Chair or the Project Director requires the Contractor to travel outside of the Contractor's home base of operations, the Contractor will be reimbursed for reasonable travel expenses (transportation, lodging, and meals) that are supported by receipts and that are approved by the Committee Chair or the Project Director.
- (e) Total payments, including payments of expenses under (d) of this clause, under this Contract may not exceed twenty-five thousand dollars (\$25,000).

CLAUSE V – EXPENSES AND DUPLICATION

- (a) Except as may be otherwise provided by Clause IV and (b) of this clause, the office space, equipment, supplies, clerical support and other expenses that are necessary for the Contractor to carry out the Contractor's obligations under this contract shall be supplied and paid by the Contractor at no cost to the Committee.
- (b) Duplicates of any material or other items produced under this contract may be produced by the Committee; the office space, equipment, supplies, clerical support, and other expenses required for duplication shall be supplied by the Committee.

CLAUSE VI – RECORDS, DOCUMENTS, AUDIT

The Contractor shall accurately maintain those records, including detailed time records, which are required by the Project Director. The records are subject to inspection by the Committee or the Project Director at all reasonable times. Except for items licensed under this clause, all documents, reports, material, and other items generated as a consequence of work performed under this contract are the property of the Committee. To the extent they are works of authorship, they are deemed to be works made for hire under the copyright laws of the United States and will be and remain the sole and exclusive property of the Committee. If an item is not eligible under U.S. copyright laws to be a work made for hire, the Contractor assigns to the Committee a perpetual license to use the items for Committee purposes. Upon completion of the work or the termination of this contract, the items shall be delivered to the Project Director.

CLAUSE VII – COVERAGE UNDER THE ETHICS LAW

The Contractor 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.*”

CLAUSE VIII – INDEMNIFICATION

The Contractor shall indemnify, save harmless, and defend the Committee and the Committee’s officers, agents, and employees from liability for any claim, including costs and attorney fees arising from the claim, arising from the Contractor’s performance of the Contractor’s obligation under this Contract.

CLAUSE IX – CONTRACT CONTROVERSIES AND VENUE

To make a claim under this Contract, the Contractor shall provide notice within 10 days of the discovery of the claim or 10 days of the termination of the Contract, whichever is sooner, to the Procurement Officer that the Contractor intends to file a claim under Alaska Legislative Procurement Procedures secs. 350-370; and the Contractor shall file the complete and certified claim concerning this contract with the Procurement Officer in accordance with Alaska Legislative Procurement Procedure secs. 350-370 within 90 days of the discovery of the claim or 90 days after the termination of the Contract, whichever is sooner.

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 the State of Alaska.

CLAUSE X – WORKER’S COMPENSATION

At the time this contract is executed, the Contractor is a sole proprietor and does not employ any employees. Should the Contractor hire employees, the Contractor shall, in accordance with AS 23.30.045(d), provide and maintain workers’ compensation insurance. Upon request, the Contractor shall provide the Committee with written proof of the coverage required by this clause.

CLAUSE XI — ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

No assignment, transfer, or subcontracting of this Contract may be made unless in accordance with sec. 160 of the legislative Procurement Procedures.

CLAUSE XII — CERTIFICATION

Execution of this contract by the Committee Chair hereby constitutes a certification that funds are available in an appropriation to pay for work performed through June 30, 2016.

CLAUSE XIII - HUMAN TRAFFICKING

By the Contractor's signature on this contract, the Contractor certifies that the Contractor is not headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

In addition, if the Contractor conducts business in, but not headquartered in a country recognized as a Tier 3 in the most recent United States Department of State's Trafficking in the Persons Report, a certified copy of the Contractor'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/j/tip/rls/tiprpt>.

If the Contractor is or becomes headquartered in a Tier 3 country, or fails to comply with this Clause ("Human Trafficking"), the Committee may terminate the Contract.

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CLAUSE XIV — MODIFICATIONS 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 considered to exist or to bind either of the parties to this Contract. This contract may be amended by mutual agreement of the parties but any amendment must be in writing and signed by the parties.

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

CONTRACTOR

COMMITTEE



Mr. Roger Marks, Date
An individual DBA as Roger Marks
Business License No: 924040



Representative Mike Hawker Date
Chair
Legislative Budget & Audit Committee
Procurement Officer

ACCEPTED:

CERTIFYING AUTHORITY



Rena Delbridge Date
Project Director



Kris Curtls Date
Legislative Auditor

APPROVED AS TO FORM:



Legal Counsel Date