

PROFESSIONAL SERVICES CONTRACT BETWEEN

STATE OF ALASKA
ALASKA STATE LEGISLATURE
LEGISLATIVE BUDGET & AUDIT COMMITTEE
120 4th Street, State Capitol, Room 3
Juneau, AK 99801-1182

AND

IN3ENERGY, LLC
1717 W 34th St. Suite 600-517
Houston, TX 77018

****Contract Amount – Not to Exceed \$35,000**
(amount includes reasonable travel expenses)**

The parties to this Contract, made and entered into on the date the Legislative Auditor or her designee signs the Contract, are the State of Alaska, Alaska State Legislature, Legislative Budget & Audit Committee, whose address is 120 4th Street, State Capitol, Room 3, Juneau, AK 99801-1182, hereinafter referred to as the "Committee," and IN3energy, LLC, whose address is 1717 W 34th St. Suite 600-517, Houston, TX, 77018, hereinafter referred to as the "Contractor."

THE PURPOSE OF THIS CONTRACT is to provide the legislature with training related to the oil and gas industry and petroleum fiscal systems; and to meet with legislators and legislative staff to answer questions and provide additional information following training.

IT IS THEREFORE MUTUALLY AGREED THAT:

CLAUSE I - STATEMENT OF SCOPE OF WORK

The Contractor's employees, Rich Ruggiero and Christina Ruggiero, will provide 8 hours of training in Juneau, Alaska, on January 10, 2022. The training will be in-person in the State Capitol building, available on Microsoft TEAMS, and recorded for later viewing. Training will incorporate the Alaska Oil and Gas 101 training and 102 training previously provided by the Contractor to the legislature during 2020 as well as current aspects and challenges of Alaska oil and gas. A draft of the training presentation will be provided to the Committee Chair for review and approval by January 3, 2022.

Rich Ruggiero and Christina Ruggiero will make themselves available to meet with legislators and legislative staff during the morning of January 11, 2022, for up to four hours to answer questions or provide further explanation following the training presentations. Additional training and consultation may be provided, if agreed to by the Committee Chair and Contractor, at the hourly rate identified in Clause III(A).

Prior to commencing work, the Contractor shall provide a cost estimate to the Project Director for the work assigned. The Project Director must approve the cost estimate before the Contractor may begin work.

Work under this Contract may not be performed by a person other than Rich Ruggiero or Christina Ruggiero. The Committee shall not be billed for work performed by a person other than Rich Ruggiero or Christina Ruggiero.

CLAUSE II - PERIOD AND DATES OF PERFORMANCE

- (A) The term of this Contract begins when the Certifying Authority signs the contract and will terminate May 30, 2022.
- (B) Upon delivery of written notice to the Contractor, this contract may be terminated by the Committee chair with or without cause. To terminate, the Committee shall provide notice by e-mail or delivery of a hard copy to the Contractor, whichever method is selected in the sole discretion of the Committee. If this contract is so terminated and the termination is not based on a breach by the Contractor, the Committee shall compensate the Contractor for services provided under the terms of this contract up to the date the termination notice is delivered, provided the Contractor provides the Committee with a statement in writing containing a description of the services provided prior to contract termination, detailed time records that include the items required for time records by Clause XIII (Records; Audits) of this contract for the services provided prior to contract termination, and a copy of all documents, reports, material, and other items required to be delivered to the project director by Clause XIV (Ownership and Reuse of Documents) of this contract.

CLAUSE III - COMPENSATION

- (A) The Contractor shall perform the work specified by this contract at the rate of \$350.00 per hour except for travel time which will be compensated at \$175 per hour. The travel time may not exceed 8 hours each trip in each direction to and from Houston, Texas, and Juneau, Alaska.
- (B) Payment shall be based on billings provided by the Contractor that include the items required for time records by Clause XIII (Records; Audit) of this contract.
- (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 Committee has received a 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.
- (E) In addition to the hourly rate under (A) of this Clause, the Committee shall reimburse the Contractor for reasonable expenses that are incurred by the

Contractor in the performance of this contract that are supported by receipts and that are approved by the Project Director. If approved, travel related expenses will be reimbursed at the following rates: airfare at coach rate, car mileage at the federal rate, taxis or ride sharing at actual costs, and baggage at actual costs. The Contractor shall be reimbursed for meals at the federal per diem rate.

lodging and
1/7/22
KC
1/8/22
1/11/22
1/13/22
KC 1/10/22

- (F) Total payments under this contract, including reimbursement for expenses, may not exceed Thirty-Five Thousand and No/100 United States Dollars (\$35,000.00).

CLAUSE IV - EXPENSES AND DUPLICATION

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 the duplication shall be supplied by the Committee.

CLAUSE V - ASSIGNMENT OR TRANSFER

Assignment or transfer of the contract is subject to the approval of the Committee Chair.

CLAUSE VI - WORKERS' COMPENSATION

If necessary, the Contractor shall, in accordance with AS 23.30.045(d), provide and maintain workers' compensation insurance. The Contractor shall require any subcontractor to provide and maintain workers' compensation insurance for the subcontractor's employees. Contractor shall provide the Committee, upon request, with written proof of the coverage required by this clause.

CLAUSE VII - FEDERAL AND STATE LAWS

In addition to the other requirements of this contract, the Contractor must comply with all applicable Federal and State labor, wage/hour, safety, and other laws which have a bearing on the contract, and must have all licenses and permits required by the Federal government, State, and municipality for performance of the contract covered by this contract, including, but not limited to, a valid Alaska business license and any necessary applicable professional licenses. The Contractor must pay all fees associated with the licenses and permits required for performance of the contract. The Contractor shall pay all Federal, State, and local taxes incurred by the Contractor, in the performance of the contract. The Contractor's certification that taxes have been paid may be verified before final payment by the Committee.

CLAUSE VIII – 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, and that, if this changes, the Contractor will submit a certified copy of the Contractor's policy against human trafficking to the Committee.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/reports/2021-trafficking-in-persons-report/>.

CLAUSE IX – VENUE

If the parties to the contract find it necessary to litigate the terms of the contract, venue shall be State of Alaska, First Judicial District, at Juneau, and the contract shall be interpreted according to the laws of Alaska. This contract may not be interpreted according to any other law or litigated in any other venue.

CLAUSE X – BINDING ON SUCCESSORS

Subject to Clause V (Assignment or Transfer) of this contract, this contract and all the covenants, provisions and conditions contained in the contract shall inure to the benefit of and be binding upon the successors and assigns of the Contractor and the Committee.

CLAUSE XI – 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, but not limited to, any damages, costs, and attorney fees arising from the claim, arising from Contractor's negligence or intentional misconduct in the performance of Contractor's obligations under this contract.

CLAUSE XII – COVERAGE UNDER THE ETHICS LAW

Under AS 24.60.112(b) of the Legislative Ethics Act (AS 24.60), certain provisions of AS 24.60 apply to legislative consultants and legislative independent contractors. It is the responsibility of the Contractor to review AS 24.60 and determine whether Contractor is in compliance with AS 24.60.

CLAUSE XIII – RECORDS; AUDIT

In addition to any other records required by this contract, the Contractor shall accurately maintain detailed time records that state the date of the work, break down the time in quarters of an hour, describe in detail the work done during the quarter of an

hour, and identify which individual did the work. The Contractor shall also keep any other records that are required by the Project Director. The records required by this contract are subject to inspection by the Committee or the Project Director at all reasonable times.

CLAUSE XIV – OWNERSHIP AND REUSE OF DOCUMENTS

All documents, reports, material, and other items generated as a consequence of work done under this contract are the property of the Committee. To the extent the Contractor has any interest in the copyright for these items under the copyright laws of the United States, the Contractor transfers, by this contract any and all interest the Contractor has in the copyright for these items to the Committee, and the Committee will be the owner of the copyright for these items. Upon completion of the work or termination of this contract, the items shall be delivered to the Project Director.

CLAUSE XV - PROJECT DIRECTOR

The Project Director shall be Shareen Crosby. The Project Director is authorized to oversee and direct the activities of the Contractor under this contract. The Committee Chair may replace the Project Director at any time and shall provide notice of the replacement to the Contractor.

CLAUSE XVI - AUTHORIZATION; 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 under this contract through June 30, 2022.

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CLAUSE XVII - MODIFICATION AND PREVIOUS AGREEMENTS

This contract 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.

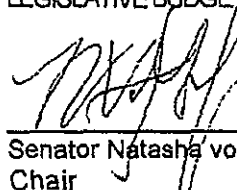
IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below:

CONTRACTOR:
IN3ENERGY, LLC

COMMITTEE:
STATE OF ALASKA
LEGISLATIVE BUDGET & AUDIT COMMITTEE



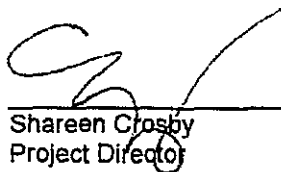
Christina Ruggiero Date
Owner
Business License No.: 2147012




Senator Natasha von Imhof Date
Chair
Legislative Budget & Audit Committee
Procurement Officer

ACCEPTED:

APPROVED AS TO FORM:



Shareen Crosby Date
Project Director



Emily Date
Legal Counsel

CERTIFYING AUTHORITY:



Kris Curtis Date
Legislative Auditor