

PROFESSIONAL SERVICES CONTRACT BETWEEN

**STATE OF ALASKA
ALASKA STATE LEGISLATURE
LEGISLATIVE BUDGET & AUDIT COMMITTEE**

120 4th Street, State Capitol, Rm 24
Juneau, AK 99801-1182

AND

**INSTITUTE ON TAXATION AND ECONOMIC POLICY
A NONPROFIT ORGANIZATION**

1616 P Street NW, Suite 200
Washington, DC 20036

CONTRACT NOT TO EXCEED AMOUNT: \$35,000 USD
(including reimbursement for expenses)

The parties to this contract are the State of Alaska, Alaska State Legislature, Legislative Budget & Audit Committee, whose address is 120 4th Street, State Capitol, Room 24, Juneau, AK 99801-1182, hereinafter referred to as the "Committee," and the Institute on Taxation and Economic Policy, a nonprofit organization, whose address is 1616 P Street NW, Suite 200, Washington, DC 20036, hereinafter referred to as the "Consultant."

THE PURPOSE OF THIS CONTRACT is to provide the Committee with consulting assistance related to evaluating and updating potential broad-based tax legislation.

IT IS THEREFORE MUTUALLY AGREED THAT:

CLAUSE I - STATEMENT OF SCOPE OF WORK

Consultant will review and provide analysis, observations, recommendations, and other information on several potential broad-based tax proposals, as directed by the Project Director.

Prior to commencing work as directed by the Project Director, the Consultant shall provide an estimate of the number of hours required to complete the work to the Project Director for the work assigned by the Project Director. The Project Director must approve each estimate before the Consultant may begin work. The Consultant shall submit any estimate revisions to the Project Director within two days after any changes to the scope of work are proposed, and the estimate revisions must be approved by the Project Director before work on the revised assignment may commence. The Consultant may not charge for time spent creating the time estimates described in this paragraph.

CLAUSE II - PERIOD AND DATES OF PERFORMANCE

- (A) This Contract begins when the Certifying Authority signs the Contract and terminates December 31, 2020.
- (B) Upon delivery of written notice to the Consultant, this contract may be terminated by the Project Director or 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 Consultant, 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 Consultant, the Committee shall compensate the Consultant for services provided under the terms of this contract up to the date the termination notice is delivered, provided the Consultant 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) of this contract.

CLAUSE III - COMPENSATION

- (A) The Consultant shall perform the work specified by this contract at the rate of \$200.00 per hour. The Consultant will not increase rates during this contract for persons who work on this contract. The persons who are initially assigned to this contract are Carl Davis, Meg Wiehe, Stephanie Clegg, Steve Wamhoff, and Matt Gardner. Any changes to persons assigned to the contract must be approved by the Project Director before working on the contract.
- (B) Payment shall be based on billings provided by the Consultant 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 Consultant.

- (E) In addition to the hourly rate under (A) of this Clause, the Committee shall reimburse the Consultant for reasonable expenses that are incurred by the Consultant in the performance of this contract and that are supported by receipts and approved for reimbursement by the Project Director.
- (F) In addition to the payments under (A) and (E) of this Clause, if the Project Director requires the Consultant to travel outside of the Consultant's home base of Washington, DC, the Consultant will be reimbursed for reasonable travel expenses that are supported by receipts and that are approved by the Project Director. If approved, transportation expenses will be reimbursed at the following rates: airfare at coach rate and car mileage at the federal rate. The Consultant shall be reimbursed for meals at the federal per diem rate. The Consultant will not be paid for time spent traveling, unless a description of the work to be done while traveling has been provided in writing and approved in advance in writing by the Project Director. The Consultant will then be paid at the hourly rate in (A) of this Clause for work done while traveling.
- (G) 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

- (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 for by the Consultant at no cost to the Committee.
- (B) Duplicates of any material or other item 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 the Consultant has one or more employees, 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 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 Consultant 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, the State of Alaska, and the City and Borough of Juneau 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 Consultant must pay all fees associated with the licenses and permits required for performance of the contract. The Consultant shall pay all Federal, State, and local taxes incurred by the Consultant, in the performance of the contract. The Consultant's certification that taxes have been paid may be verified before final payment by the Committee.

CLAUSE VIII – HUMAN TRAFFICKING

By the Consultant's signature on this contract, the Consultant certifies that the Consultant 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 Consultant will submit a certified copy of the Consultant'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/2019-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 Consultant and the Committee.

CLAUSE XI – INDEMNIFICATION

The Consultant 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 Consultant's negligence or intentional misconduct in the performance of Consultant's obligations under this contract.

CLAUSE XII – COVERAGE UNDER THE ETHICS LAW

Certain provisions of the Legislative Ethics Act (AS 24.60) apply to legislative consultants and legislative independent contractors. It is the responsibility of the Consultant to review AS 24.60 and determine whether Consultant is and remains in compliance with AS 24.60 for the duration of this contract.

CLAUSE XIII – RECORDS; AUDIT

In addition to any other records required by this contract, the Consultant 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 Consultant 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

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 Consultant has any interest in the copyright for these items under the copyright laws of the United States, the Consultant transfers, by this contract any and all interest the Consultant has in the copyright for these items to the Committee, and the Committee will be the owner of the copyright for these items. The Committee authorizes publication of the final report on the Consultant's website upon public release of the report by the Committee Chair and approval by the Project Director. Upon completion of the work or termination of this contract, all items shall be delivered to the Project Director.

CLAUSE XV - PROJECT DIRECTOR

The Project Director is Aurora Hauke. The Project Director is authorized to oversee and direct the activities of the Consultant under this contract. The Committee Chair may replace the Project Director at any time and shall provide notice of the replacement to the Consultant.

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, 2020. Availability of funds to pay for work performed from July 1, 2020, through December 31, 2020, is contingent upon appropriation of funds for the next fiscal year. If, in the judgment of the Certifying Authority of this contract, sufficient funds are not appropriated for the appropriate fiscal year, the contract will be terminated under Clause II (B) or amended.

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:

CONSULTANT:

INSTITUTE ON TAXATION AND
ECONOMIC POLICY,
A NONPROFIT ORGANIZATION

COMMITTEE:

STATE OF ALASKA
LEGISLATIVE BUDGET & AUDIT COMMITTEE

Al P. D. 5/29/20

Carl Davis
Research Director
Alaska Business License # 2101414
Tax Identification # 04-2688165

Rep. Chris Tuck, Chair Date
Legislative Budget & Audit Committee
Procurement Officer

CERTIFYING AUTHORITY:

APPROVED AS TO FORM:

Kris Curtis
Legislative Auditor

Date

Legal Counsel _____ Date _____

ACCEPTED:

Aurora Hauke
Project Director

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COMMITTEE:

STATE OF ALASKA
LEGISLATIVE BUDGET & AUDIT COMMITTEE

Rep. Chris Tuck, Chair Date
Legislative Budget & Audit Committee
Procurement Officer

APPROVED AS TO FORM:

Legal Counsel Date

Aurora Hauke
Project Director

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Carl Davis
Research Director
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Rep. Chris Tuck, Chair Date
Legislative Budget & Audit Committee
Procurement Officer

CERTIFYING AUTHORITY:

APPROVED AS TO FORM:

Kris Curtis
Legislative Auditor

Date


Legal Counsel

4/14/2020
Date

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Project Director

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