

PROFESSIONAL SERVICES CONTRACT BETWEEN

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

AND

SCHWABE, WILLIAMSON & WYATT, PC  
420 L Street, Suite 400.  
Anchorage, AK 99501

***\*\*Contract Amount – Not to Exceed \$100,000\*\****  
**(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 4<sup>th</sup> Street, State Capitol, Room 3, Juneau, AK 99801-1182, hereinafter referred to as the "Committee," and Schwabe, Williamson & Wyatt, PC, a foreign business corporation, whose address is 420 L Street, Suite 400, Anchorage, AK, hereinafter referred to as the "Contractor."

**THE PURPOSE OF THIS CONTRACT** is to provide the legislature with legal services regarding the Alaska Permanent Fund Corporation's termination of its executive director.

**IT IS THEREFORE MUTUALLY AGREED THAT:**

**CLAUSE I - STATEMENT OF SCOPE OF WORK**

The Contractor will provide legal services related to the Committee's inquiry regarding the Alaska Permanent Fund Corporation's termination of its Executive Director.

Further, the Contractor will provide services to investigate the circumstances and events surrounding the termination of the Alaska Permanent Fund Corporation's Executive Director. The Contractor shall prepare a final report and submit it to the Committee Chair in a timely manner. The report shall include a summary of the investigation, analysis, conclusions, and recommendations for action by the Legislature. If the report includes confidential information, that information shall be set out in a separate attachment so that the main portion of the report consists solely of information that may be disclosed to the public.

**CLAUSE II - PERIOD AND DATES OF PERFORMANCE**

- (A) The term of this Contract begins when the Certifying Authority signs the contract and terminates January 16, 2023.
- (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 following rates:

<b>Position Title and/or Name</b>	<b>Hourly Rate</b>
Howard Trickey, Matt Singer, Chris Slottee	\$425
Senior Associate Peter Scully	\$375
Associate	\$325
Paralegal	\$200

- (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 91<sup>st</sup> 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 and lodging at the federal per diem rate.

- (F) The Contractor shall notify the Project Director at each \$10,000 increment of fees accrued.
- (G) Total payments under this contract, including reimbursement for expenses, may not exceed One Hundred Thousand and No/100 United States Dollars (\$100,000).

#### **CLAUSE IV - EXPENSES AND DUPLICATION**

- (A) Except as may be otherwise provided by Clause III (Compensation), 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 for 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 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**

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 work 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 the 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 – LIABILITY INSURANCE**

The Contractor currently maintains professional liability insurance with limits of \$50 million per claim, \$100 million in the aggregate; the Contractor agrees to maintain that insurance for the duration of the 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 is 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. Availability of funds to pay for work performed after June 30, 2022, 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 that fiscal year, the Contract will either be terminated under Clause II (Period and Dates of Performance) without liability of the Division for the termination, or amended.

**CLAUSE XVII - COMMITTEE AUTHORIZATION**

Execution of this contract was authorized by a majority of the members of the Committee on January 27, 2022.

**CLAUSE XVIII - 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:**  
**SCHWABE, WILLIAMSON & WYATT**

 2/8/22


Graciela Cowger Date  
Chief Executive Officer  
Schwabe, Williamson & Wyatt  
Business License No.: 1069137

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

 2/8/22

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

**ACCEPTED:**

 2/8/22  
Shareen Crosby Date  
Project Director

**APPROVED AS TO FORM:**

 2/5/22  
Emily Date  
Legal Counsel

**CERTIFYING AUTHORITY:**

 2/9/22  
Kris Curtis Date  
Legislative Auditor