

PROFESSIONAL SERVICES CONTRACT BETWEEN

STATE OF ALASKA
ALASKA STATE LEGISLATURE
LEGISLATIVE BUDGET & AUDIT COMMITTEE

VC023477
gae 180006317

AND

WILEY REIN, LLP
1776 K ST. NW
WASHINGTON, D.C. 20006

CONTRACT AMOUNT: \$125,000
(including reimbursement for expenses)

THIS PROFESSIONAL SERVICES CONTRACT, made and entered into on the date the Committee Chair or his designee signs this Contract, is between the State of Alaska, Alaska State Legislature, Legislative Budget and Audit Committee, whose address is 120 4th Street, State Capitol, Room 3, Juneau, AK 99801-1182, hereinafter referred to as the "Committee", and Wiley Rein, LLP, a limited liability partnership, whose address is 1776 K ST. NW, Washington, D.C. 20006 hereinafter referred to as the "Consultant".

THE PURPOSE OF THIS CONTRACT is to provide legal services to the Committee.

IT IS THEREFORE MUTUALLY AGREED THAT:

CLAUSE I - STATEMENT OF SCOPE OF WORK

The Consultant shall provide, as requested by the Committee, legal services related to the Alaska LNG Pipeline Project, including, but not limited to, reviewing and providing advice related to foreign investment in the project and the laws and rules that apply to foreign funding, and corporate equity.

Before the Consultant may begin any work assigned under this contract, the Consultant must provide a cost estimate to the Project Director for the work assigned, and the Project Director must approve the cost estimate. Consultant shall submit cost estimate revisions to the Project Director within 10 days after changes are proposed for a work assignment that has been approved by the Project Director, and the cost estimate revisions must be approved by the Project Director before the changes to the approved work assignment may be implemented.

The Consultant has elected to not associate with an Alaska attorney and/or firm and is, therefore, precluded from filing pleadings or court documents or making an appearance before a court within the State of Alaska or another Alaskan tribunal, unless documentation is received prior to these activities naming the association with an attorney who is admitted to practice in Alaska.

The Consultant shall submit to the Project Director written reports as directed as required by the Committee.

The Consultant has provided the Committee with its Standard Terms and Conditions of Representation, which is attached as Exhibit A ("Engagement Letter") and made a part of this contract. In addition to changes to the Engagement Letter noted in this contract, if there is a conflict between a provision of this contract document and the Engagement Letter, this contract document will govern.

CLAUSE II - PERIOD AND DATES OF PERFORMANCE

- (A) The work under this contract shall begin June 5, 2018 and terminate December 31, 2019.
- (B) Upon delivery of written notice to the Consultant, this contract may be terminated by the Committee 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 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.
- (C) The Consultant may terminate this contract as provided in the Engagement Letter.
- (D) Notwithstanding the provisions in the Engagement Letter, the Committee does not agree to waive potential future conflicts in advance.

CLAUSE III - COMPENSATION

- (A) The Consultant shall perform the work specified in this contract, including, but not limited to, providing all labor, material, and equipment required to perform the work, by its attorneys, consultants, and legal assistants at the billing rate in effect for those persons when this contract is entered into. Contrary to the Engagement Letter, the Consultant will not increase billing rates during this contract for persons who work on this contract. The persons who have been initially assigned to this contract are Nova Daly, whose current billing rate is \$636 an hour, and Kay Tatum, whose current billing rate is \$624 an hour.
- (B) Payment shall be based on billings provided by the Consultant that include the items required for time records by Clause XIII (Records; Audit).
- (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. The interest rate and other provisions in this Clause III (D) supersede the interest rate and corresponding provisions stated in the Engagement Letter.
- (E) The Committee shall reimburse the Consultant for reasonable expenses that are incurred by the Consultant in the performance of this contract and that are approved for reimbursement by the Project Director.
- (F) With regard to travel expenses, if the Project Director requires the Consultant to travel outside of the Consultant's home base of Washington, D.C., the Consultant will be reimbursed for reasonable travel expenses that are supported by receipts and that are pre-approved by the Project Director.

- (G) Notwithstanding the Engagement Letter, the Consultant may not charge the Committee a fee for preparing an audit letter response.
- (H) Total payments under this contract, including reimbursement for expenses, may not exceed One Hundred Twenty-Five Thousand and No/100 Dollars (\$125,000.00).

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 this Contract is subject to sec. 160 of the Procurement Procedures of the Alaska State Legislature.

CLAUSE VI – WORKERS' COMPENSATION

During the life of this contract, 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, State, and/or 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 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: <http://www.state.gov/g/tip/rls/tiprpt>.

CLAUSE IX – CONTRACT CONTROVERSIES, VENUE, AND APPLICABLE LAW

To make a claim under this contract, the Consultant shall provide notice to the Procurement Officer within 10 days of discovery of the claim or 10 days of the termination of the contract, whichever is sooner, that the Consultant intends to file a claim. If the claim is not resolved, the Consultant shall file the complete and certified claim concerning this contract with the Procurement Officer in accordance with Alaska Legislative Procurement Procedures secs. 350 - 370 within 90 days of the discovery of the claim or 90 days after the termination of this contract, whichever is sooner.

In the event that 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.

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 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 Consultant to review AS 24.60 and determine whether Consultant is in compliance with AS 24.60.

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 tenths of an hour, describe in detail the work done during the tenth 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 AND REUSE OF DOCUMENTS

All documents, reports, material, and other items generated as a consequence of work done under this Contract, except for firm records under the Engagement Letter, 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. 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 appointed by the Committee Chair. The Project Director shall be Randy Ruaro. 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 Director of the Legislative Affairs Agency constitutes a certification that funds are available in an appropriation to pay for work performed under this contract through June 30, 2018. Availability of funds to pay for work performed from July 1, 2018, through December 31, 2019, is contingent upon appropriation of funds for the corresponding 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) without liability of the Committee for the termination, 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:

WILEY REIN, LLP
Consultant

Nova Daly Date
Senior Public Policy Advisor
Tax Identification No.: 52-xxxxxxx
Alaska Business License: 1071079

CERTIFYING AUTHORITY:

Jessica Geary Date
Executive Director
Legislative Affairs Agency

ACCEPTED:

Randy Ruaro Date
Project Director

COMMITTEE:

LEGISLATIVE BUDGET & AUDIT
COMMITTEE

Senator Bert Stedman, Chair Date
Legislative Budget & Audit Committee
Procurement Officer

APPROVED AS TO FORM:

Musa S. Bannister

Legal Counsel Date 6-6-18

CLAUSE XV - PROJECT DIRECTOR

The Project Director is appointed by the Committee Chair. The Project Director shall be Randy Ruaro. 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

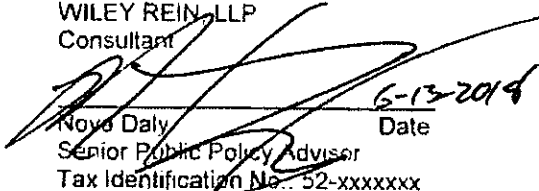
Execution of this contract by the Director of the Legislative Affairs Agency constitutes a certification that funds are available in an appropriation to pay for work performed under this contract through June 30, 2018. Availability of funds to pay for work performed from July 1, 2018, through December 31, 2019, is contingent upon appropriation of funds for the corresponding 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) without liability of the Committee for the termination, 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.

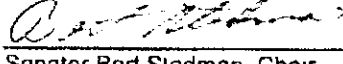
IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

CONSULTANT

WILEY REIN, LLP
Consultant



Nova Daly Date 6-13-2018
Senior Public Policy Advisor
Tax Identification No. 52-xxxxxxx
Alaska Business License: 1071079

COMMITTEE

LEGISLATIVE BUDGET & AUDIT
COMMITTEE


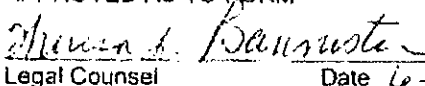
Senator Bert Stedman, Chair Date 6/12/18
Legislative Budget & Audit Committee
Procurement Officer

CERTIFYING AUTHORITY:




Jessica Geary Date 6/13/18
Executive Director
Legislative Affairs Agency

APPROVED AS TO FORM:



Sherron L. Baunroste Date 6-6-18
Legal Counsel

ACCEPTED



Randy Ruaro Date 6-13-18
Project Director