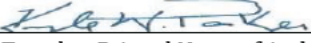

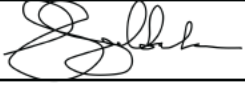


STANDARD AGREEMENT FORM

1. Agency Contract # 21-218-1157	2. Billing Questions	3. Financial Coding AEA- CV03207578 AIDEA-CV03207690	4. EN #
5. Vendor Number HHL08190	Project Legal Services to AIDEA & AEA: commercial & environmental		6. Alaska Business License 1049350
This contract is between the State of Alaska,			
7. Department of Law	Division Public Corporations & Governmental Services		hereafter the State, and
8. Contractor Holland & Hart LLP SRParnell@hollandhart.com mailto:prior@ballardspahr.com hereafter the Contractor			
Remittance Address: PO Box 17283 Denver, Colorado 80217-0283			
9. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. ARTICLE 2. Performance of Service: 2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the services to be performed by the contractor. ARTICLE 3. Period of Performance: The period of performance for this contract begins <u>November 1st, 2020</u> and ends <u>June 30, 2023</u> , with the State reserving the option to renew for two additional one-year periods (potentially through June 30, 2025.) ARTICLE 4. Considerations: 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$2,000,000 in accordance with the provisions of Appendix D. 4.2 When billing the State, the contractor shall refer to Agency Contract Number 21-218-1157 and send the billing to the appropriate project director listed below with a courtesy copy to 03ContractPayments@alaska.gov			
10. Department of Law/Civil-Public Corporations & Governmental Services			
Email Invoices to Stefan.saldanha@alaska.gov		Cc: 03ContractPayments@alaska.gov AIDEAap@aidea.org	
11. CONTRACTOR			
Name of Firm Holland & Hart LLP		CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the variety, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Signature of Authorized Representative Date 12/08/20 			
Typed or Printed Name of Authorized Representative Kyle Parker			
Title Partner EIN: on record			
12. CONTRACTING AGENCY			
Department/Division Law/Civil- Public Corporations & Governmental Services		Signature of Head of Contracting Agency 	Date 12/14/2020
Signature of Project Director 		Clyde E. Sniffen Acting Attorney General	
Typed or Printed Name of Project Director Stefan Saldanha		Authorized by 36.30.130 Awarded under RFP 2020-0300-4557	
Assistant Attorney General			

**APPENDIX A
GENERAL PROVISIONS**

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in a signing this contract.

Article 2. Inspection and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, physical handicap, age, sex, marital status, changes in marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of the contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the department of Law the General Provisions of this contract supersede any provisions in other appendices.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, contingent fee, or brokerage except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage, or contingency fee.

APPENDIX B²
INDEMNITY AND INSURANCE

Article 1. Indemnification

The contractor shall indemnify the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification obligation shall be apportioned on a comparative fault basis. "contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work. Nothing in this Agreement shall broaden or expand contractor's liability for negligent or tortious acts or omissions beyond that provided by applicable state law (including comparative and contributory negligence principles) or impose liability on contractor where no negligent or tortious conduct is proven, or create independent claims under contract law. This indemnification provision shall not apply to any settlement or payment effected without the prior written consent of contractor. For the avoidance of doubt, the contractor shall indemnify the fees and costs of the contracting agency incurred in bringing or defending an action in which the contractor is found liable.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

APPENDIX C

Article 1 Services to be performed by the Contractor.

Article 1.1 At the specific direction of the Attorney General's Office, and in accordance with the Contractor's proposal dated June 10, 2020, the Contractor shall advise or represent the State of Alaska in connection with matters related to environmental law, and commercial transactions related to economic development, infrastructure and power projects in conjunction with the activities of the Alaska Industrial Development Authority (AIDEA) and the Alaska Energy Authority (AEA) (collectively referred to herein as "the Authority").

Among AIDEA's environmental matters, the firm will represent the Authority's interests in the federal litigations *Northern Alaska Environmental Center v Bernhardt (AGO Matter 2020102962)* and *Alatna Village Council v Padgett (AGO Matter 2020103907)*. The total joint expenditure cap for these litigations is \$500,000 for a two year period starting from the execution date of this agreement. As per Article 2.5 below, the contractor will closely monitor costs incurred and fees to be charged and alert the project director before such costs and fees exceed the cap.

Article 2. Contract Management

Article 2.1 The designated contact person for the Contractor is: Sean Parnell. The Contractor's services under this agreement shall be directed and managed from the Contractor's Anchorage, Alaska office. The Contractor may assign other consulting professionals to provide services under the contract after providing notice to, and obtaining approval from, the Project Director. All such individuals assigned to provide services under this Contract shall work under the direction and management of the individual listed above.

Article 2.2 The Contractor will maintain the involvement of those individuals identified in Article 2.1 above. In the event of an unforeseeable circumstance that requires substitution for any of those individuals, the Contractor shall notify the State in writing of the proposed substitution. The State reserves the right to accept or reject a proposed substitute. In addition, before substitution of any individual is affected, the State must approve the extent to which transitional time will be billed.

Article 2.3 At the discretion of the Project Director, the Contractor may be required to prepare an estimate of the time and costs necessary to complete any matter assigned under this contract.

Article 2.4 THE CONTRACTOR AGREES TO CLOSELY MONITOR COSTS INCURRED AND FEES TO BE CHARGED FOR SERVICES PROVIDED UNDER THIS AGREEMENT AND TO ALERT THE PROJECT DIRECTOR BEFORE SUCH COSTS AND FEES EXCEED THE AUTHORIZED CONTRACT AMOUNT. IN THE EVENT THE CONTRACTOR FAILS TO NOTIFY THE PROJECT DIRECTOR PRIOR TO INCURRING A COST OVERRUN, THE CONTRACTOR SHALL ASSUME LIABILITY FOR ANY EXCESS COSTS AND FEES INCURRED UP UNTIL THE TIME AT WHICH THE CONTRACTOR NOTIFIES THE PROJECT DIRECTOR OF THE OVERRUN.

Article 2.5 The period of performance, scope, and amount of this agreement may be amended in writing at the discretion of the State. In addition, the parties to this agreement acknowledge that work may begin on the date shown in Article 3. ("Period of Performance") and that the foregoing date may precede the date of execution of this agreement because immediate performance is required to serve the best interest of the state.

Article 2.6 The Attorney General's Office shall be the primary point of contact for all substantive dealings with the media. In the event the Contractor is contacted by media representatives concerning this or other cases being handled on behalf of the state, the Contractor should decline any comment beyond confirming factual matters that are already a matter of public record and refer the individuals to the Project Director.

Article 2.7 **FOREIGN CONTRACTING:** By signature on this Contract, the Contractor certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement will cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

Article 2.8 **HUMAN TRAFFICKING:** By signature on this solicitation, the offeror certifies that: (1) the offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report; or 2) if the offeror is established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report, a certified copy of the offeror's policy against human trafficking must be submitted to the State of Alaska prior to contract award.

APPENDIX D
Consideration

Article 1.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor according to the schedule contained in its proposal dated June 10th, 2020:

Name	Classification	AIDEA/AEA Hourly Billing Rate
Sean Parnell	Lead Attorney, Of Counsel	\$
Kyle Parker	Partner	\$
Leslie Boyle	Partner	\$
Jon Katchen	Partner	\$
Joe Teig	Partner	\$
Ashley Peck	Partner	\$
Emily Schilling	Partner	\$
Kaleb Froehlich, J.D.	Director of Legislative & Regulatory Affairs	\$
David Mayberry	Attorney	\$
Kathryn Brautigam	Associate	\$
Emily Tabak	Associate	\$

EXCEPT the two federal litigation matters as mentioned in Appendix C, Article 1, will be charged at the blended rate of \$ per hour for all staff in accordance with the approved workplan.

Article 1.3 The State agrees to reimburse the Contractor on a monthly or other periodic basis for reasonable and necessary out-of-pocket expenses incurred under this contract. No reimbursement shall be made for any administrative, surcharge, or other overhead recovery fee. **Unless otherwise noted**, reimbursement for out-of-pocket expenses shall be limited to actual costs except that reimbursement for those specific services or expenses listed below shall be limited as follows:

<u>Service or Expense</u>	<u>Charge/Rate</u>
Reproduction	\$0.10 per page
Computerized Database Research	At cost as invoiced
Services	
Automobile Messenger Deliveries	At cost as invoiced
Overnight Deliveries (such as UPS, Federal Express, Express Mail, DHL)	At cost as invoiced
Postage	At cost
Telephone	At cost as invoiced
Telecopier	\$0.75(local), \$1.50(domestic), \$2.25(international)
Travel and Lodging	
Hotel Accommodations	Not to exceed \$300.00/night
Air Fare	Not to exceed coach class
Cab Fare	At cost as invoiced

Meals & Incidental Expenses

Flat rate payment of \$60.00/day for each full day
(midnight to midnight) of travel.

Reimbursement for any of the above shall be limited to actual costs. No reimbursement shall be made for any administrative, surcharge, or other overhead recovery fee. Reimbursement shall not be made for the purchase or lease of office space, furnishings, equipment, or software unless approved in advance by the Deputy Attorney General. Upon conclusion of this agreement, unless the Deputy Attorney General approves other arrangements, the ownership of any furnishings, equipment, or software purchased under this contract shall revert back to the State and those items returned to the Department of Law.

Reimbursement for secretarial overtime or other temporary administrative or clerical assistance may be authorized but only if required by the nature or timing of assignments made under this contract (e.g. large projects or court imposed deadlines) and not because of other client work or firm priorities.

Unless otherwise approved by the Project Director, reimbursement for airline travel costs under this contract shall be limited to coach class fares. Contractor will not bill the State for time in travel status, except for that time during which the individual has performed work on the State's matter while in travel status; in that situation the Contractor shall adhere to billing rates provided in Article 1.1 of this appendix.

Reimbursement of hotel costs shall be limited to a maximum of \$300.00 per night unless otherwise approved by the Project Director. The Contractor shall, when possible, use moderately priced hotels comparable to those used by Department of Law employees. Reimbursement for meals and other incidental expenses shall be made at the flat rate of \$60.00 per day for each full day (midnight to midnight) of travel along with partial payment of \$45.00 for the day of departure and \$45.00 for the day of return.

Article 1.4 Unless the contract is amended in writing, the total sum expended under this agreement shall not exceed **\$2,000,000**, including all out-of-pocket expenses.

Article 2. Billing Procedures

Article 2.1 The Contractor agrees to bill the State within thirty days of the end of the monthly billing period. All billing statements shall be sent directly to the designated Project Director at the email(s) noted on the signatory page with a cc to 03ContractPayments@alaska.gov

Article 2.2 The Contractor's billing statements shall be itemized to show the agency contract number, time spent, a task description and the date that tasks were performed by the name and hourly rate of the individual performing the work. All billing statements shall include an itemization of all costs and copies of invoices for travel and other out-of-pocket expenses.

Article 2.3 As a standard cost control practice, the State may conduct an audit of time and cost records of the Contractor, its employees and subcontractors. Any such audit may be conducted at the Contractor's offices or a place mutually agreed to by the Contractor and the Project Director.

Article 2.4 Billing rates are capped for one year from date of execution of the Contract. If after one year the Contractor wishes to seek an adjustment to its billing rates, the Contractor shall:

A. notify the Project Director and obtain approval in writing at least sixty (60) days before activating any change in billing rates;

B. specify the impact the rate adjustment would have on the existing workplan and budget and

C. limit the change in any individual billing rate to an amount that does not exceed the percentage increase in the Consumer Price Index (CPI) for the locale from which the services are being rendered, or obtain the approval of the Project Director for any increase above the CPI.

If billing rates are increased under this Article, the new rates shall be capped for one year following the date of the increase date of the increase.

AIDEA/AEA Legal Services

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number 21-218-1157
2. Vendor Billing Contact Janet Tipton LT.Tipton@hollandart.com 865-2603
3. Optional Renewal? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Options remaining 2
4. Financial Coding AIDEA CV03207690 AEA CV03207578
5. Agency Assigned Encumbrance Number GAE 210003145
6. Amendment No. 1

This agreement is between the State of Alaska,		
7. Department of Law		Hereafter the State, and
8. Contractor Holland & Hart LLP		Hereafter the Contractor
Remittance Address: PO Box 17283 Denver, Colorado 80217-0283		
9. Original period of performance FROM: November 1, 2020 TO: June 30, 2023	10. Amended period of performance N/A	
11. Previous amount of contract to date: \$2,000,000	12. Amount of this amendment: \$0	13. This amended contract shall not exceed \$2,000,000

14.

In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows:

The roster of staff eligible to bill under the contract is updated (attached) Amend 1.

All other terms and conditions of the original agreement remain in effect.

In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor a total not to exceed **\$2,000,000**

IN WITNESS WHEREOF the parties hereto have executed this amendment.

NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.

15. CONTRACTOR		17. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the variety, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - .820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm Holland & Hart LLP			
Signature of Authorized Representative 	Date 2/4/2021		
Typed or Printed Name of Authorized Representative Kyle Parker			
Title Partner			
16. CONTRACTING AGENCY		Signature Agency Designee 	Date 2-26-21
Department/Division Law/Civil-Public Corporations & Government Services		Typed or Printed Name of Authorizing Official Tregarrick Taylor	
Signature of Project Director 	Date 2/25/21	Title Attorney General	
Typed or Printed Name of Project Director Stefan Saldanha		Amended in accordance with 2AAC 12.475 (a)	
Title Senior Assistant Attorney General			

Name	Classification	Hourly Billing Rate
Sean Parnell	Lead Attorney, Of Counsel	\$
Kyle Parker	Partner	\$
Sarah Bordelon	Partner	\$
Leslie Boyle	Partner	\$
Joe Teig	Partner	\$
Ashley Peck	Partner	\$
Emily Schilling	Partner	\$
David Mayberry	Attorney	\$
Kathryn Brautigam	Associate	\$
Emily Tabak	Associate	\$
Erica Nannini	Associate	\$
Janet Tipton	Paralegal	\$
Cyndy Arnold	Paralegal	\$
Sharifa Hay	Legal Assistant	\$

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number 21-218-1157
2. Vendor Billing Contact Janet Tipton J.Tipton@hollandhart.com 865-2603
3. Optional Renewal? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> X Options remaining <u>2</u>
4. Financial Coding AIDEA CV03207690 AEA CV03207578
5. Agency Assigned Encumbrance Number GAE 210003145
6. Amendment No. 2

This agreement is between the State of Alaska,

7. Department of Law Hereafter the State, and

8. Contractor **Holland & Hart LLP** Hereafter the Contractor

Remittance Address:
PO Box 17283 Denver, Colorado 80217-0283

9. Original period of performance FROM: November 1, 2020 TO: June 30, 2023
10. Amended period of performance N/A

11. Previous amount of contract to date: **\$2,000,000**
12. Amount of this amendment: **\$0**
13. This amended contract shall not exceed **\$2,000,000**

14. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows:

The project director is changed to Wendy B. Horton (Amend 2).

All other terms and conditions of the original agreement remain in effect.

In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor a total not to exceed **\$2,000,000**

IN WITNESS WHEREOF the parties hereto have executed this amendment.

NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.

15. CONTRACTOR		17. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the variety, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - .820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm Holland & Hart LLP			
Signature of Authorized Representative 	Date		
Typed or Printed Name of Authorized Representative Kyle Parker			
Title Partner			
16. CONTRACTING AGENCY		Signature Agency Designee 	Date 6/24/2022
Department/Division Law/Civil-Public Corporations & Government Services		Typed or Printed Name of Authorizing Official Cori M. Mills	
Signature of Project Director 	Date 6-23-22	Title Deputy Attorney General	
Typed or Printed Name of Project Director Wendy B. Horton		Amended in accordance with 2AAC 12.475 (a)	
Title Assistant Attorney General			