

Contract Review Permanent Legislative Oversight Committee
Alabama State House
Montgomery, Alabama 36130

CONTRACT REVIEW REPORT
(Separate review report required for each contract)

Name of State Agency: Department of Postsecondary Education

Name of Contractor: Hand Arendall, L.L.C.

1200 Park Place Tower Birmingham AL 35203
Contractor's Physical Street Address (No P. O. Box) City State Zip

Is Contractor Registered with the Alabama Secretary of State to do business as a Corporation in Alabama?
YES NO If YES, in what State is Contractor incorporated? _____

Is Act 2001-955 Disclosure form Included with this Contract? YES NO

Was a Lobbyist/Consultant Used to Secure this Contract? YES NO

If Yes. Give Name: _____

Has Contractor ever been prohibited from doing business with the Federal Government? YES NO

Is Contractor currently prohibited from doing business with the Federal Government? YES NO

If YES, When does Debarment Period End? _____

Contract Number: 20070690004

Contract/Amendment Total: \$100,000 (estimate if necessary)

% State Funds: 100% % Federal Funds: _____ % Other Funds: _____ **

**Please Specify Source of Other Funds (Fees, Grants, etc.) Education Trust Fund

Date Contract Effective: October 1, 2007 Date Contract Ends: September 30, 2008

Type Contract: NEW: _____ RENEWAL: _____ AMENDMENT:

If AMENDMENT, Complete A through C:

[A] Original contract total \$ 100,000

[B] Amended total prior to this amendment \$ 100,000

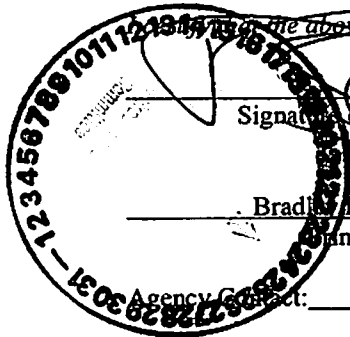
[C] Amended total after this amendment \$ 200,000

Was Contract Secured through Bid Process: YES NO

Summary of Contract Services to be Provided: See Attachment

Why Contract Necessary: See Attachment

I certify that the above information is correct.



Signature of Agency Head

Bradley R. Byrne

Printed Name

Agency Contact: Joan Y. Davis

Roger L. Bates
Signature of Contractor

Roger L. Bates

Printed Name

Phone: (334) 242-2982

Attachment

LEGAL SERVICES CONTRACT REVIEW REPORT **(Continued)**

Reason for Amendment: As of April 10, 2008, we have spent almost \$90,000 of the \$100,000 contract with Roger Bates for this year. Therefore, an amendment to Contract No. 20070690004 is necessary to cover possible expenditures through September 30, 2008.

Summary of Contract Services to be Provided: Contract shall provide legal and consulting professional services to the Department of Postsecondary Education (DPE) and its Chancellor, as requested, on a variety of non-litigation matters involving the management and administration of DPE. Such services shall include but not be limited to matters of State Board of Education and DPE policies, review and enforcement, institutional administration procedures, project contract and construction reviews, personnel policy application, and such other matters as the DPE or the Chancellor may require.

Why Contract Necessary AND why this Service cannot be performed by Merit Employees: Department employees are not merit in accordance with State law. Contract is necessary because workload of Department's attorney does not provide adequate time to address the types of issue which the Department needs addressed by this specialist.

If this contract was not competitively Bid why?
Professional services not required to be bid.

If this contract was not competitively Bid because the contractor is a sole source provider, please explain who made the sole source determination and on what basis:

If contract was awarded by RFP, what process was used, how many vendors were contacted, and how many proposals were received:

If this contract was not awarded through either Bid or RFP process, why?
Mr. Bates was selected because of his particular expertise and knowledge of education law.

If this contract was not awarded through either Bid or RFP process, how was it awarded?
Mr. Bates was selected because of his particular expertise and knowledge of education law.

Did agency attempt to hire a State Employee? If so, who from Personnel Department did you talk to?

No, the Department has on staff a Vice Chancellor of Legal and Human Resources who is an attorney. Her responsibilities include working with the two-year colleges on issue primarily related to personnel matters.

How many additional contracts does contract have with the State of Alabama and which agencies are they with?

Under the supervision and appointment of the Alabama Attorney General, the Contactor is currently engaged to represent the Alabama Medicaid Department in a recoupment action against several drug companies. The Contractor, through its Mobile, Alabama, office also provides legal and consulting services to the Alabama Port Authority and certain attorneys employed with the Contractor from time to time are engaged to represent the Alabama Department of Transportation in litigation and condemnation matters. The Contractor is also engaged to provide legal services to Gadsden State Community College, Shelton State Community College, and the Department of Youth Services in limited matters.



Signature of Agency Head

AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
Between the
Alabama Department of Postsecondary Education
And
Hand Arendall, Consultant

THIS PROFESSIONAL SERVICES AGREEMENT is entered into between the Alabama Department of Postsecondary Education (hereinafter "Department"), and Hand Arendall, L.L.C. (hereinafter "Consultant"), whose address is 1200 Park Place Tower, Birmingham, Alabama 35203.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Scope of Services.** The Consultant will provide legal and consulting professional services to the Department, as requested, on a variety of non-litigation matters involving the management and administration of the Department. Such services shall include but not be limited to matters of State Board of Education and Department policies, review and enforcement, institutional administration procedures, project contract and construction reviews, personnel policy applications, and such other matter as the Department of the Chancellor may require.
2. **Compensation.** The Department agrees to pay the Consultant a total fee not exceeding \$200,000 charged at the rate of \$199 per hour, for all professional services provided under this Agreement. The Department shall compensate the consultant each month during the term of the Agreement, payable on the last working day of each month. Funds are available from Department Fund Number 203.

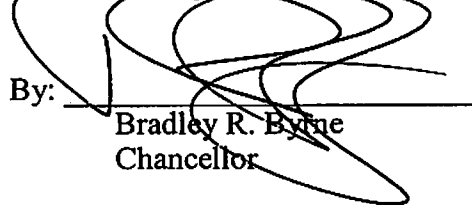
It is further agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the *Constitution of Alabama of 1901*, as amended by Amendment No. 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision, either now in effect or which may be enacted during the course of this Agreement, then the conflicting provision of the Agreement shall be deemed null and void.

3. **Term of Agreement.** This Agreement shall commence on October 1, 2007, and shall terminate no later than September 30, 2008.
4. **Materials and Supplies.** The Consultant shall provide all materials, supplies, workspace, personnel, and equipment it deems necessary to perform the services provided for herein including, but not limited to, a laptop computer and cellular phone. Materials may include, but are not limited to, the various records of the Department.


5. **Intellectual Property Rights.** All materials developed under the terms of this Agreement including, but not limited to, reports, brochures, pamphlets, audio or video recordings, and press releases, but excluding the Consultant's work papers, shall become the property of the Department and shall not be used by the Consultant for any purposes other than those contemplated by this Agreement without the written consent of the Department, which shall not be unreasonably withheld. Notwithstanding anything in this Agreement to the contrary, the Consultant shall retain sole and exclusive ownership of, and all right, title, and interest to, without limitation, its know-how, concepts, techniques, methodologies, ideas, and trade secrets that existed prior to this Agreement.
6. **Governing Law.** The *Constitution* and laws of the State of Alabama shall govern this Agreement.
7. **Termination.** Either party may terminate this Agreement by providing fifteen days written notice to the other party. In the event of termination under this provision, the Department shall pay the Consultant for all services rendered through the effective date of the termination.
8. **Consultant's Sole Remedy.** The Consultant understands and acknowledges that his sole and exclusive remedy for any claim that may arise in the performance of this Agreement is to file a claim with the State Board of Adjustment.

Done this _____ day of _____ 2008

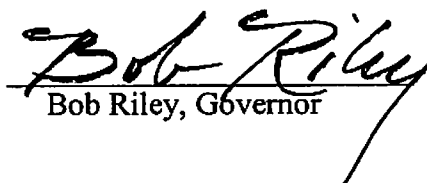
**Alabama Department of
Postsecondary Education**

By: 
Bradley R. Byrnes
Chancellor

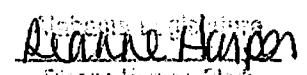
Consultant

By: 
Roger D. Bates
Hand Arendall, L.L.C.

Approved:


Bob Riley, Governor

Reviewed by Contract
Review Committee

APR 03 2008

Dianne Harper, State
20070690004

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.



Signature of Contractor



Witness



State of Alabama

Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

Hand Arendall, L.L.C.

ADDRESS

1200 PARK PLACE TOWER BIRINGHAM, AL 35203

CITY, STATE, ZIP

TELEPHONE NUMBER

Department of Postsecondary Education

(205) 324-4400

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

401 Adams Avenue

ADDRESS

Montgomery, AL 36104

CITY, STATE, ZIP

TELEPHONE NUMBER

(334) 242-2900

This form is provided with:

- Contract
 Proposal
 Request for Proposal
 Invitation to Bid
 Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current of last fiscal year?

- Yes
 No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

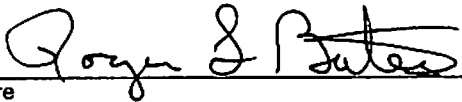
If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)


Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal.

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.


4/18/08
 Signature Date


4/18/08
10-18-09
 Notary's Signature Date Date Notary Expires

Act 2001-995 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.