

CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement (the “Agreement”) is between Jason Lee (“consultant”), located at 8101 Coleridge Dr., North Little Rock, Arkansas 72116, and the Bureau of Legislative Research (“BLR”), located in the State Capitol Building, Room 315, 500 Woodlane Street, Little Rock, Arkansas 72201. The BLR desires to hire Consultant to assist the members of the Arkansas General Assembly by providing consulting services regarding procurement of a long term consultant to assist with analysis and oversight of the State and Public School Life and Health Insurance Program.

Consultant and the BLR hereby agree as follows:

1. **Services to be performed.** The BLR hereby retains Consultant to perform services to include without limitation (the “Services”):
 - Assistance with drafting a scope of work for a Request for Proposal for consulting services related to the State and Public School Life and Health Insurance Program (the “RFP”); and
 - Review and advice regarding proposals from Kairos Research Partners and Collier Insurance submitted to the Executive Subcommittee of the Arkansas Legislative Council (the “Subcommittee”) for its consideration on February 2, 2021.
2. **Deliverables.** In connection with the Services to be provided, Consultant will prepare a draft scope of work for the RFP (the “Deliverables”) to be provided to the BLR for use by the members and committees of the Arkansas General Assembly. The BLR will own the Deliverables. Consultant is providing the Services and Deliverables for the use and benefit of the members Subcommittee.
3. **Term and Termination.** The term of this Agreement will commence on February 23, 2021, and terminate on March 8, 2021.

Either party may terminate the Agreement by giving ten (10) days prior written notice.

4. **Fees and Expenses.** Consultant agrees to provide services to the BLR at an hourly rate of Ninety Dollars (\$90), for a maximum of ten (10) hours. Consultant shall invoice the BLR for the services rendered under this contract on a monthly basis. No expense reimbursements or mileage will be provided to Consultant by the BLR. BLR shall have no responsibility whatsoever for the payment of any federal, state, or local taxes that become payable by Consultant. Consultant shall pay and discharge all such taxes when due.
5. **Independent Contractor Status.** BLR and Consultant intend that Consultant be engaged to perform the services as an independent contractor. Nothing in this Agreement shall be construed as to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

Consultant may not act as an agent for or on behalf of BLR or bind BLR in any manner.

Consultant will not be entitled to worker's compensation, retirement, insurance, leave accrual, or other benefits afforded to BLR employees.

6. **Indemnification.** Consultant shall indemnify and hold harmless BLR, its Director, agents, and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorney's fees and costs, arising out of, or relating to, the Consultant's work under this Agreement.
7. **Liability.** EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.
8. **Governing Law.** This Agreement shall be governed by the laws of the State of Arkansas, without regard to Arkansas's conflict of law principles. Consultant agrees that any claims against the BLR whether arising in tort or in contract, shall be brought before the Arkansas Claims Commission as provided by Arkansas law, and shall be governed accordingly. Nothing in this Agreement shall be construed as a waiver of sovereign immunity of the BLR, the Subcommittee, or the Arkansas General Assembly.
9. **Assignment.** This Agreement may not be assigned without the prior written consent of both parties, which either party may withhold for any reason. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
10. **Subcontractors.** Subcontractors will not be permitted to perform any of the Services under this Agreement.
11. **Amendment.** This Agreement may be amended upon agreement of both parties to the Agreement. Any amendment to this Agreement must be in writing and signed by both parties.
1. **Confidentiality.** "Confidential Information" under this Agreement means non-public information that a party marks as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential information does not include any information which is (a) rightfully known to the recipient prior to its disclosure; (b) released to any other person or entity (including governmental agencies) without restriction; (c) independently developed by the recipient without use of or reliance on Confidential Information; or (d) or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from a non-party.

Each party will protect the confidentiality of Confidential Information that it receives under the Agreement except as required by applicable law, rule, regulation, or professional standard, without the other party's prior

written consent. Due to the BLR being a public entity within the State of Arkansas, all terms of this Agreement, including but not limited to fee and expense structure, are subject to disclosure under the Freedom of Information Act of 1967, Ark. Code Ann. § 25-19-101, *et seq.*

If disclosure of Consultant's Confidential Information is required by law, rule, regulation, or professional standard, (including any subpoena or other similar form of process), the BLR shall provide Consultant with prior prompt written notice thereof.

In consideration of Consultant's and BLR's agreement to provide one another with access to their respective Confidential Information, Consultant and BLR each agrees to maintain in confidence all Confidential Information of the other. Except as provided in this Agreement, neither Consultant nor BLR shall in any manner disclose any Confidential Information of the other to any person, entity, firm or company whatsoever, without the express written consent of the other. Consultant and BLR shall each take all steps necessary to ensure that their respective affiliates, officers, employees, independent contractors, agents and other representatives (collectively "Representatives") maintain the Confidential Information in confidence.

2. **Boycott of Israel.** Pursuant to Arkansas Code § 25-1-503, Consultant hereby certifies and agrees that it is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Israel.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

[Draft: 02/23/2021]

IN WITNESS WHEREOF, Consultant and BLR have executed this Agreement this 23rd day of February, 2021.

Jason Lee:

Jason Lee, Independent Contractor

Date

BUREAU OF LEGISLATIVE

RESEARCH:

Marty Garrity, Director

Date

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