

**COMMITTEE ON HOUSE ADMINISTRATION
118th CONGRESS**

A RESOLUTION

COMMITTEE RESOLUTION 118-18

**A Resolution to Approve a Committee Consultant Contract
Agreement with the Committee on Ways and Means**

Be it resolved, that the Committee on House Administration hereby approve a certain Committee Consultant Contract Agreement between the Committee on Ways and Means and Theodore A. Kittila, appended hereto, under the authority of clause 1(k)(3) of rule X of the Rules of the House of Representatives and pursuant to 2 U.S.C. § 4301, and that the Chairman is hereby authorized to convey the Committee's approval thereof.

118th Congress – First Session

COMMITTEE CONSULTANT CONTRACT AGREEMENT Pursuant to 2 U.S.C. § 4301

THIS AGREEMENT is made and entered into on July 18, 2023 by and between the Committee on Ways and Means of the U.S House of Representatives, hereinafter referred to as the Committee, and Theodore A. Kittila, hereinafter referred to as the Consultant, subject to the approval of this Agreement by the Committee on House Administration of the U.S. House of Representatives.

It is hereby agreed that the Committee, under the authority of House Rule X, adopted by the 118th Congress on January 9, 2023, and any subsequent House committee funding authorization, retains the Consultant to render the following services:

Legal representation related to the Committee's oversight work.

The Consultant is to act as an independent contractor and is not an employee of the Committee. It is understood, however, that the Chair of the Committee, reserves the right to terminate this Agreement at any time. In such cases, the payment shall be based upon work performed.

The Committee further agrees to pay the said Consultant, consistent with the Speaker's Pay Order, for all such contractual services rendered, a sum not to exceed \$20,000, plus authorized traveling expenses. It is further agreed that payment for such contractual services may be paid on a partial basis from time to time and in such amounts as the Chair of the Committee may approve.

The Consultant further agrees and warrants that it:

1. Has not employed any person to solicit or obtain this Agreement for any commission, percentage, brokerage, or contingent fee.
2. Will hold the Government harmless from liability in performance.
3. Will release no information obtained in carrying out this Contract Agreement without prior consent of the Committee.
4. Will not subcontract or assign elsewhere any of the work or service involved without prior consent of the Committee.
5. Will not discriminate in its performance of this Agreement because of race, color, religion, sex (including marital or parental status), sexual orientation, gender identity, disability, age, or national origin; or commit an act of sexual harassment.
6. Will not use the position attendant to this Agreement to represent, lobby or advocate to the benefit of any other client or themselves with respect to any other matter pending before the Committee or the House of Representatives during the term of this Agreement.

7. Will abide, during the term of this Agreement, by House Rule XXIII, Clause 22(b), which applies clauses 1, 2, 3, 4, 8, 9, and 13 of the House Code of Official Conduct to Committee Consultants.
8. Will not lobby the Committee or the members or staff of the Committee on any matter; but may lobby other Members and staff of the House on matters outside the jurisdiction of the Committee.

Clauses 6, 7 and 8 above apply to the individual consultants and to individuals assigned by an organization of consultants to perform services related to this contract.

The Consultant further agrees that this Agreement will end no later than December 31, 2023. No Member or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

By: 

Date: 7-18-23

By: J. A. Kittila

Date: July 18, 2023

Approved by the Committee on House Administration of the U.S. House of Representatives.

Chairman Bryan Steil

Date Approved: _____

Theodore A. Kittila

Halloran Farkas + Kittila LLP
5801 Kennett Pike, Suite C/D
Wilmington, Delaware 19807
Phone: (302) 257-2025
Email: tk@hfk.law

July 19, 2023

By Email

The Honorable Jason Smith, Chairman
United States House Committee on Ways and Means
1139 Longworth HOB
Washington, D.C. 20515
Attention: Sean Clerget, Esq.
Email: sean.clerget@mail.house.gov

Re: Retention for Legal Representation with Respect to Oversight Work

Dear Sir:

Halloran Farkas + Kittila LLP (“HFK”) is pleased to have the opportunity to represent the United States House Committee on Ways and Means (the “Client” or the “Committee”) with respect to the Committee’s oversight work (the “Engagement”). The following are the terms of HFK’s representation. Please review these, and if satisfactory, please sign and return this letter to me.

HFK’s representation of the Client relates exclusively to the Engagement and does not extend to any other matters. If the Client requests HFK to take on other matters and HFK agrees to do so, HFK’s responsibility will be limited to the discrete matters that the Client has requested and which HFK has agreed to handle.

Theodore (Ted) A. Kittila will be the primary HFK attorney with responsibility for this Engagement, but he may be assisted by other HFK attorneys as necessary. HFK’s fee in this Engagement will be calculated on an hourly-rate basis. Attorney time will be billed at a rate of \$650.00 per hour. Any paralegals utilized by HFK on this matter will be billed at \$200.00 per hour. These rates are subject to periodic change of which the Client will receive advance notice.

The Client will be responsible for HFK’s fees and for reimbursing HFK for all costs and expenses advanced on the Client’s behalf, such as filing fees, transcripts, photocopying charges, investigations, and similar expenses. If necessary, HFK may use photocopying services or other third-party back-office service support to keep costs reasonable.

HFK will send the Client monthly statements showing the fees earned and the expenses and charges applied during the billing period. All statements will be due and payable when rendered, and all payments must be received no later than ten (10) business days after billing. The Client is liable for payment of all fees and expenses. If the Client desires to pay fees and expenses

Ways and Means Committee

July 19, 2023

Page 2

by wire transfer, HFK's wiring information will be included on the invoice for the Committee's convenience.

HFK will not require a retainer at this time. HFK reserves the right to request a retainer in the future should the scope of the work change.

The Client has the discretion to terminate HFK's services at any time, and HFK reserves the right to terminate services under the circumstances permitted by the Delaware Lawyers' Rules of Professional Conduct, including failure to make payments described in this agreement. HFK also reserves the right to charge interest at the rate of 1.5 percent per month on delinquent payments.

In the event that HFK or any of HFK's attorneys or other personnel are required by any legal process to participate in any litigation or proceeding, including but not limited to producing documents or electronic data, attending any depositions, or taking any other action arising out of or related to the representation of the Client, at any time, then to the extent permitted by law, HFK reserves the right to bill the Client for, and the Client shall pay, all of HFK's disbursements in connection with such litigation (including the reasonable fees and disbursements of HFK's counsel) together with all-time incurred by any timekeepers in connection with such litigation at their then-current hourly billing rates.

We sincerely appreciate the confidence the Committee has shown in retaining HFK, and we look forward to working with the Committee on this matter.

Very truly yours,

/s/ Theodore A. Kittila

Theodore A. Kittila, Attorney at Law*
Halloran Farkas + Kittila LLP

*Admitted in the District of Columbia,
Delaware, and New York

Agreed to:

United States House Committee on Ways and Means

By: _____

Name:

Title: Authorized Agent

Date: