

ITEM 1: CALL THE MEETING TO ORDER

ITEM 2: APPROVAL OF AGENDA

Alaska State Legislature

Select Committee on Legislative Ethics

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Ethics Committee Meeting March 8, 2018 - 10:30 a.m. State Capitol, Room 106

(Meeting will be teleconferenced

Anchorage Only: 563-9085

Juneau Only: 586-9085

Outside Anchorage or Juneau: 1-844-586-9085)

FULL COMMITTEE: Open Session

(+) indicates background material in packet

1. CALL THE MEETING TO ORDER
2. APPROVAL OF AGENDA
3. APPROVAL OF MINUTES
 - a. January 12, 2018 Full Committee (+)
 - b. January 12, 2018 Senate Subcommittee (+)
 - c. January 12, 2018 House Subcommittee (+)
4. PUBLIC COMMENT
5. CHAIR/STAFF REPORT
 - a. Outside Counsel Contract (+)
 - b. Private Investigator Contract (+)
 - c. Personnel (+)
6. Motion to go into EXECUTIVE SESSION *to discuss matters which by law must remain confidential under AS 24.60.160, Uniform Rule 22(b) regarding executive sessions, and Rules of Procedure Section 5: Executive Sessions and discussion of matters, the immediate knowledge of would adversely affect the finances of a governmental unit, and discussion of subjects that tend to prejudice the reputation and character of a person.*
7. EXECUTIVE SESSION
8. PUBLIC SESSION
9. OTHER BUSINESS
10. ADJOURN

ITEM 3: APPROVAL OF MINUTES

- a. January 12, 2018 - Full Committee**
- b. January 12, 2018 - Senate Subcommittee**
- c. January 12, 2018 - House Subcommittee**

ALASKA STATE LEGISLATURE
SELECT COMMITTEE ON LEGISLATIVE ETHICS
JANUARY 12, 2018
8:26 AM

8:33:59 AM

Members Present:

Senator John Coghill (Teleconference)
Senator Dennis Egan
Representative Chris Tuck
Skip Cook
Conner Thomas
Deb Fancher
Lee Holmes

Others Present:

Dan Wayne, LAA Legal
Jerry Anderson, Administrator
Janice Stewart, Administrative Assistant

1. Call the Meeting to Order:

The meeting was called to order by Chair Conner Thomas at 8:35 am.

2. Approval of Agenda:

A motion to approve the agenda was made by member Lee Holmes. No objection. Agenda was approved.

3. Approval of Minutes:

a. November 23, 2017 Full Committee Minutes
Motion to approve by Deb Fancher. No objection.
Minutes approved.

4. Public Comment: No public comment

5. Chair/Staff Report

a. Administrator Comments: None

b. Informal Advice Staff Report:

Chair Conner Thomas had a question regarding the staff report, page 4, *May a legislator provide part of his office space to a member of the public ... Did they tell you what the purpose was?*

Jerry Anderson replied he would hesitate to tell the committee too much since informal advice is confidential and providing more detail would divulge the identity of the caller. In brief, a legislative blog was going to be produced and a legislator wanted to provide office space for the person writing it.

Chair Thomas commented that the answer was unclear.

Anderson clarified the question by stating there was no legislative purpose and doing so might provide a private benefit to the writer.

Thomas replied that what drew his attention was the exception listed that said it would be okay if it was just nominal use. He couldn't tell if Anderson was telling the person it was nominal use and therefore was okay.

Jerry Anderson said the situation would have gone beyond nominal use as the person would have been there on a regular basis. Some legislators allowed limited use, but this was beyond that. Anderson asked the legislative members on the committee to comment on how they provide the use of their offices in a limited way.

Thomas noted that nominal use as an exception is fine, but it must apply across the board. A legislator shouldn't pick and choose who is allowed to use it. There should be no discrimination. The answer made it sound like it was up to the legislator to decide who can and who cannot use the space.

Anderson replied that he looked at it as a matter of judgment by the legislator to determine what activity goes on in their office. Typically, this would be in a public area of the office. He didn't look at it as being a selective process.

Representative Tuck commented that he has visiting constituents who are allowed to store backpacks and print airline boarding passes. It's a nominal use, an occasional courtesy that legislators allow.

Chair Thomas replied that he had no problem with that, as long it was available to all.

Senator Egan mentioned that on rare occasions they did allow folks de minimus use of the office. For example, during special session a borough employee needed a place to sit and use a laptop and his senator wasn't there, so Egan's office provided him the courtesy of using their office.

There were no further comments on this topic.

**c. COGEL (Conference on Legislative Ethics Laws)
Conference Report**

i. Skip Cook Comments:

COGEL was held in Toronto, Ontario. It's a growing organization, and this was the largest conference so far. It will be held in Philadelphia, PA, next year. It covers a wide range of topics. One interesting session was on training, with the presenter encouraging interactive models to accommodate shorter attention spans. It would be good to reassess the ethics training on a regular basis. A session on Investigation training and procedures was useful as was information on finding the line between constituent services and campaigning. It's a worthwhile event for information and training and a good reminder of the wide variety of things we need to consider in our committee.

ii. Lee Holmes Comments:

This was a very interesting conference. Found the things we discuss and struggle with in Alaska is nationwide: social media, ethics and documentation. Have recommendations and people we might contact that have developed social media policies that might be helpful to us. One instance is intent vs. letter of the law, as you can't write laws that cover every possible

circumstance, so it comes back to intent. Found there are a lot of resources to help us understand the issues we are dealing with. Encourage people to attend.

d. Ethics Disclosures:

Jerry Anderson noted the current trends. First, *Membership on a Board of Directors* disclosures continue to increase as we educate legislative employees on the requirements. Another trend is the continued decrease in *Close Economic Association* (CEA) disclosures because of the \$250 or more determination. A CEA disclosure does not have a dollar amount that needs to be disclosed, but once it was understood that the association must be \$250 or more to require a filing, it caused a decrease in submissions. A decrease in *Travel/Hospitality* disclosures was also noted and was possibly caused by the current fiscal situation in Alaska.

Member Skip Cook asked when annual disclosures are due. Jerry Anderson replied within 30 days after first day of session.

e. Publications:

Jerry Anderson noted that committee members had received the ethics office publications for 2017. The first was a public decision document that included one item. The second included all advisory opinions issued by the committee in 2017. Both publications will be distributed to legislators at the beginning of session.

In addition, the Standards of Conduct Handbook was updated and distributed to each legislator. An online edition is also available on the ethics committee website.

f. Budget Report:

Jerry Anderson commented that the committee was looking at a flat budget for both FY18 and FY19. There was very little travel last year and the ethics office gave back a large amount of money.

- Conner Thomas noted that the committee was well within its budget requirements.

6. Annual Benefit and Loan Review:

Jerry Anderson directed the committee's attention to Appendix C in the Standards of Conduct Handbook. Legislators and legislative employees participating in any of the listed programs must file a disclosure with the committee.

The committee reviews the programs and sends a request for updates to all state departments on an annual basis. Kelly Howell, a director with the Department of Public Safety sent a request for a program to be added to the list. Administrator Jerry Anderson recommended that the program not be added as it does not meet the program requirements. It is a program not generally available to the public being specific to law enforcement officers and firefighters killed in the line of duty, with little to no discretion involved. It is not subject to influence like other programs that have been approved by the committee.

Chair Conner Thomas asked if a motion was needed to remove or add a program. Anderson replied that it was not required, and that he would contact the department and explain why it was not added to the program list.

7. Request Additional Ethics Training under AS 24.60.155:

Jerry Anderson explained that this item was included since the committee has been asked to include the sexual harassment training as part of the ethics training. A memo was received from the legislative legal department stating that Ethics could provide sexual harassment training as part of AS 24.60. Whether or not it is included is a decision for the committee to make.

Anderson pointed out that the committee Rules of Procedure Section 12 discusses training and AS 24.60.150 specifies the kind of training the committee provides. Under AS 24.60.150 one of the duties of the committee is to provide training within 10 days of the first day of each regular session of the legislature and at other times as determined by the committee. This particular request would be at other times determined by the committee. The Ethics Act AS

24.60.039 includes a statute section that is entitled 'Discrimination is Prohibited' based on AS 18.80.220. The Ethics Acts includes a discrimination prohibited section that would include sexual harassment as one of the things prohibited by reference to AS 18.80.220.

Legislative leadership, the personnel office, and legislative legal had input into the new training and their request is to bring it under the umbrella of the Legislative Ethics Act since AS 24.60.155 makes it mandatory.

Member Skip Cook stated that this issue needs careful consideration. The committee is required to administer certain types of training. The Human Rights Commission is already providing training for legislative staff. Legislative leadership wants it to be required for legislators also through the ethics committee. Our training is already 3 hours long and this would extend it.

Jerry Anderson mentioned that legislative ethics training had been held the previous day. The training was three hours long. An inclusion of the sexual harassment training would increase the ethics training to six hours.

Skip Cook commented that harassment complaints go to the State Commission on Human Rights, and a complaint can also be filed with the ethics committee. The committee can hold on and see what the Human Rights Commission does. Sexual harassment training should be continued to be provided through the Human Rights Commission. If the legislature wants to make it mandatory for all legislators and legislative employees, it should be written in the statute. They are trying to be politically correct, rush it through, and throw it under the committee's umbrella to administer but the committee is not "administering" it. It's all administered and provided by the State Commission on Human Rights.

Representative Tuck stated that the intent in placing training under the ethics committee is to make it mandatory so action could be taken against legislators who refuse to take it. Since the committee has public members, action can be taken against legislators who don't comply. Leadership wanted the authority to be mandatory under the ethics committee so complaints could be filed.

Conner Thomas asked what discretion the committee has on whether or not to include the sexual harassment training. Is there any requirement that it has to be included?

Jerry Anderson referred the committee to the packet material where it says the committee has discretion to decide about other training. For the committee to adopt the training they would have use the ..."other times..." language. Also, in Rules of Procedure Section 12 it states the committee shall...and at other times as determined by the committee..provide training. It is within the discretion of the committee to decide what to provide.³

Conner Thomas asked if it was under the discretion of the committee NOT to include additional training?

Jerry Anderson believed that answer would be yes, and asked Dan Wayne from Legislative Legal to respond to Thomas's question.

Dan Wayne stated that as a matter of risk management, they would like the sexual harassment training to be included as part of the ethics course. Two trainings are required to teach compliance and that could be included. It could be supplemental training by the Human Rights Commission. He agreed the committee is not required because it is under AS 18.80.220, which is not part of the Ethics Act, making the committee not responsible, but because it is cross referenced to the committee, they could require that it be added in. Wayne also noted that Section 12 of the Rules of Procedure says the committee could provide training in a variety of ways and may include training by ethics staff. That leaves it open as far as how the training would be administered. Compliance with AS 24.60.039 requires training on AS 18.80.220.

Skip Cook commented that if the ethics committee is going to be charged with administering the training, how can training times be minimized? Staff are already chafing at three hours, and this increases it to six. The committee doesn't have time to revamp training for this year. Saying we want to borrow the committee to make it mandatory isn't good. Senator Egan said there is legislation in place now to make it mandatory. The committee needs to wait and do it right.

Senator Coghill agreed that the Human Rights Commission training is best for employees. The way the elected legislators deal with it is different than the employee circumstance. He didn't know if it needed to be done right now, but consideration needed to be made in how a legislator acts in conjunction with employees. He wasn't sure that the Human Rights Commission is addressing that issue. There is a difference between a legislator and employees who serve at the will of their employers. It's something that needs to be considered in the future.

Conner Thomas asked Jerry Anderson who would administer the training, whether the training would continue to be provided by the Human Rights Commission or would their training be revamped into the ethics training.

Jerry Anderson responded that the question regarding "administer" had been discussed. What does that mean? If all the ethics committee does is put out a sign-up sheet, it does not fit the definition. The question rose what would that look like? Anderson didn't know what it would entail at this point. He had asked legislative legal but had no response yet. The ethics committee wouldn't control what's in the training. Staff does not have the expertise that the Human Rights Commission has, and staff does not have the knowledge to provide oversight.

Conner Thomas asked if we decided today to take it over, when would it become effective?

Jerry Anderson replied that it would take effect immediately under the authority of AS 24.60.155.

Skip Cook commented that training by the Human Rights Commission doesn't address the legislators' particular situation, so why should it be mandatory for them to attend something ineffective. Maybe something can be developed just for legislators, but we need to take the time to do it right.

Representative Tuck mentioned that new legislators didn't get the training last year during their orientation. All legislators are currently scheduled for January 17, 2018, but some are not coming. It is going to be provided by the Human Rights Commission, but we already have members saying

they are not going to attend. He noted that request from personnel was to have the ethics committee require the training through the Human Rights Commission. It was not necessarily a request for the ethics committee to produce and administer sexual harassment training.

Deb Fancher commented that it seemed to be a reasonable request, but if the ethics committee is administering it, we are responsible, and don't want to recreate something that is in place.

Senator Egan noted that the Senate is also meeting on the 17th but that training will differ from the training provided to legislative employees.

Representative Tuck stated that there is no other authority to require the training. The Ethics committee is the only organization that can require and take "corrective action" if legislators don't attend.

Dan Wayne volunteered a dictionary definition of "Administer" since it is not defined in the Ethics Act:

Administer: to manage or supervise the execution, use, or conduct of, provide or apply, to give officially as part of a ritual, to teach.

Wayne commented that if the committee made it available, had a sign-up sheet, etc. they are not doing anything different from the current ethics training except that someone different is actually teaching it. The course we are required take every two years now, compliance is proved through a sign-up sheet. To administer doesn't mean the committee has to build the program from the ground up. If you have an opportunity to provide training from an expert, that's what you do. Take advantage of what's already been provided. For risk-management reasons workplace harassment and discrimination training should become part of the ethics training package. That includes training in all areas of discrimination: race, religion, age, etc.

Conner Thomas asked if the Human Rights Commission addressed discrimination issues mentioned by Dan Wayne.

Wayne replied that the training covered a broad range of areas. It was not tailored to legislature, but their training was applicable to anyone in the workplace.

Representative Tuck noted that Ethics in general is there to protect the integrity of the institution. How do we treat each other? He stated it is appropriate for the committee to take this on and consider it. It provides accountability for legislators. There is very little the personnel office can do to address non-compliance.

Conner Thomas asked why not wait and see what happens with legislation.

Representative Tuck responded that the committee has authority now and can force all legislators to take it or face corrective action.

Jerry Anderson commented that he had taken the training, and it was broad in scope and good for legislative employees.

Skip Cook noted that he was not against the sexual harassment training - it's necessary. He was against the rush to take this on without knowing what is in it. How is it tailored? It's best built into the committee's own training and make all training into one session. The committee needs time to get it ready for next year. Cook said the committee was putting its stamp of approval on training they'd never seen. It needed to be a part of the committee's regular training cycle, which would start next year.

Lee Holmes asked, as a new member, has this committee looked at the training and approved it? Or do members delegate it to the administrator to do what needs to be done. The committee says to the administrator, "We want this to be part of the training plan, and you build the training and provide it." We as the committee don't get in the way, we don't go over the content, we let the administrator do that. Would it be as simple as Jerry working with the other groups and making sure it is given and keeping track of who has attended? We are here to make sure the institution of state government is moving forward. This is a stop-gap solution until legislation is passed.

Training will not necessarily be mandated through us at that time, but it would help solve a short-term problem.

Skip Cook commented on the history of ethics training, noting that the administrator is responsible for building the training, but committee members do attend and give feedback, so committee members are involved in content.

Jerry Anderson noted that a timeframe for the Human Rights Commission is in place for this year and could be rolled in for next year. The committee has no input for scheduling sessions this year. If the committee decides to take the training on, staff would make sure that everyone has taken it as required either face-to-face or online.

Representative Tuck stated that this isn't adding to the ethics training. This is an additional training, anti-harassment, just for this year. It's not a part of the ethics training. It's handled separately. Section 12 says others can administer the training.

Dan Wayne commented the legislative legal memo recommended making it part of mandatory ethics training. If it is made part of the mandatory training, the committee can require it for this year. The committee can require training at various times.

Conner Thomas commented that the committee can "require" the Human Rights Commission training for this year.

Skip Cook asked if the training could be required under Uniform Rules. He thought the committee was making more work for itself. Cook commented that the legislature has its own avenue to do so.

Deb Fancher commented that when a body asks for more training give it to them, something with some teeth. And with current climate it needs to be required.

Representative Tuck noted that there already was a press release of someone not going. The training needed to be required and commented that the Committee needed to be flexible enough to take on this just for one year. The legislative body could strip members off committees, pull staff, and sanction them on the floor, but recommendations from public members were powerful.

Conner Thomas asked Dan Wayne if the mandate could be limited to one year. Wayne stated he believed so. Thomas asked for a motion to approve the request. Members would be voting on making training by the Human Right Commission mandatory for legislators and staff.

A motion to approve was made by member Deb Fancher with the understanding it was to be one year only.

Jerry Anderson added a clarification that the training would be required for all legislative employees and legislators, including public members of the ethics committee.

Deb Fancher added: using Human Rights Commission training.

Administrator Jerry Anderson called the Roll:

Senator Egan	Y
Rep. Tuck	Y
Skip Cook	N
Conner Thomas	N
Deb Fancher	Y
Lee Holmes	Y
Senator Coghill	Y

The motion carried. Jerry Anderson noted there was a teleconference option available. Staff would provide the schedule and send out an action alert.

Senator Coghill brought a question regarding the Standard of Conduct Handbook. Employees were required to sign that they had received the handbook, yet hardcopy distribution was limited to legislative offices. He thought it was an issue that needed to be addressed. Jerry Anderson noted that the handbook is available online and employees have access to it in that form. Individual copies would no longer be printed. Senator Coghill noted that requirement was for individual copies. It was an issue that needed to be addressed.

*Representative Reinbold, alternate member for
Representative Eastman, joined the committee at
approximately 10:00 a.m.*

8. Motion to go into EXECUTIVE SESSION to discuss matters which by law must remain confidential under AS 24.60.160, Uniform Rule 22(b) regarding executive sessions, and Rules of Procedure Section 5: Executive Sessions and discussion of matters, the immediate knowledge of would adversely affect the finances of a governmental unit, and discussion of subjects that tend to prejudice the reputation and character of a person.

A Motion to enter executive Session was made by Lee Holmes.

9. Executive Session:

10. Public Session:

Conner Thomas noted that the committee would take a roll-call vote to ratify Advisory Opinion AO 17-05 as published after committee discussion.

Administrator Jerry Anderson called the Roll:

Skip Cook	Y
Conner Thomas	Y
Lee Holmes	Y
Senator Coghill	Y
Senator Egan	Y
Rep. Reinbold	Y
Rep. Tuck	Y
Deb Fancher	Y

The vote ratifying AO 17-05 as published passed 7 - 0.

11. Other Business:

Discussion regarding a date for the next meeting was delayed.

12. Adjourn

A motion to adjourn the meeting was made by Rep. Tuck. No objection.

Meeting was adjourned at 11:02 a.m.

11:03:16 AM

*Draft minutes are not the official record of committee proceedings
and are for informational purposes only.*

**ALASKA STATE LEGISLATURE
SELECT COMMITTEE ON LEGISLATIVE ETHICS
JANUARY 12, 2018
11:00 AM**

Senate Subcommittee

11:09:24 AM

Members Present:

Senator Dennis Egan
Conner Thomas, Chair
Deb Fancher
Lee Holmes
Skip Cook

Others Present:

Jerry Anderson, Administrator
Janice Stewart, Administrative Assistant

1. Call the Meeting to Order:

The meeting was called to order by Chair Conner Thomas at 11:09 a.m.

2. Approval of Agenda:

A motion to approve the agenda was made by Lee Holmes. No objection.
Agenda approved.

3. Public Comment: None

**4. Motion to go into EXECUTIVE SESSION to discuss matters which by law
must remain confidential under AS 24.60.160, Uniform Rule 22(b)
regarding executive sessions, and Rules of Procedure Section 5:
Executive Sessions and discussion of matters, the immediate knowledge
of would adversely affect the finances of a governmental unit, and
discussion of subjects that tend to prejudice the reputation and
character of a person.**

A motion to enter executive session was made by Skip Cook. No
objection.

5. EXECUTIVE SESSION

6. Other Business: None

7. Adjourn

A motion to adjourn was made by Lee Holmes. No objection. Meeting
adjourned at 12:32 pm.

12:31:48 PM

ALASKA STATE LEGISLATURE
SELECT COMMITTEE ON LEGISLATIVE ETHICS
JANUARY 12, 2018
12:30 PM
House Subcommittee

12:35:53 PM

Members Present:

Representative Tuck
Representative Reinbold (Teleconference)
Skip Cook, Chair
Conner Thomas
Deb Fancher
Lee Holmes

Others Present:

Jerry Anderson, Administrator
Janice Stewart, Administrative Assistant

1. Call the Meeting to Order:

The meeting was called to order by Chair Skip Cook at 12:35 p.m.

2. Approval of Agenda:

A motion to approve the agenda was made by Conner Thomas. No objection. Agenda approved.

3. Public Comment: None

4. Motion to go into EXECUTIVE SESSION to discuss matters which by law must remain confidential under AS 24.60.160, Uniform Rule 22(b) regarding executive sessions, and Rules of Procedure Section 5: Executive Sessions and discussion of matters, the immediate knowledge of would adversely affect the finances of a governmental unit, and discussion of subjects that tend to prejudice the reputation and character of a person.

Lee Holmes moved to enter executive session. No objection.

5. EXECUTIVE SESSION

Rep. Reinbold left executive session at approximately 1:00 p.m. in accordance with Committee Rules of Procedure Section 6(c)(1).

6. Other Business: None

7. Adjourn

A motion to adjourn was made by Lee Holmes. No objection. Meeting adjourned at 4:21 pm.

4:21:26 PM

ITEM 4: PUBLIC COMMENT

ITEM 5: CHAIR/STAFF REPORT

ITEM 5a: Outside Counsel Contract

D R A F T

PROFESSIONAL SERVICES CONTRACT BETWEEN SELECT COMMITTEE ON LEGISLATIVE ETHICS

AND

LAW OFFICE OF BRENT R. COLE, P.C.
821 N STREET, SUITE 208
ANCHORAGE, ALASKA 99501

CONTRACT AMOUNT: \$10,000.00
(including reimbursement for expenses)

The parties to this contract, made and entered into the date the Legislative Affairs Agency Executive Director or her designee signs the contract, are the Select Committee on Legislative Ethics, whose address is 745 W. 4th Avenue, Suite 415, Anchorage, Alaska 99501, hereinafter referred to as the "Committee", and Law Office of Brent R. Cole, P.C., whose address is 821 N Street, Suite 208, Anchorage, Alaska 99501, hereinafter referred to as the "Attorney".

THE PURPOSE OF THIS CONTRACT IS TO PROVIDE legal services to the Select Committee on Legislative Ethics.

IT IS THEREFORE MUTUALLY AGREED THAT:

CLAUSE I - STATEMENT OF WORK

The Attorney shall provide legal services to the Committee as provided in this contract. The Committee anticipates requesting the Attorney to provide the following specific services:

- (A) legal advice, including, but not limited to, advice and opinions related to ethics complaints;
- (B) testimony before the Committee; and
- (C) responses to informal requests for interpretation of the Legislative Ethics Act.

The Attorney shall provide the Committee with other legal services as requested by the Committee. The Attorney, including, but not limited to, Attorney's officers, agents, employees, and contractors shall maintain strict confidentiality of all records, files, work product, complaints, actions, advice, and materials related to the Committee or to the work performed under this contract unless and until directed otherwise by the Committee Chair ("Chair").

CLAUSE II - PERIOD AND DATES OF PERFORMANCE

- (A) The work under this contract shall begin August 16, 2017 and terminate June 30, 2018.
- (B) Upon delivery of written notice to the Attorney, this contract may, without liability to the Committee, be terminated by the Chair with or without cause. To terminate, the Chair shall provide notice by e-mail or delivery of a hard copy to the Attorney, 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 Attorney, the Committee shall compensate the Attorney for services provided under the terms of this contract up to the date the termination notice is delivered, provided the Attorney 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 that include that items required for time records by Clause XIII (Records; Audit), and a copy of all documents, reports, material, and other items required to be delivered to the Committee by Clause XIV (Ownership and Reuse of Documents) of this contract.

CLAUSE III – COMPENSATION AND METHOD OF PAYMENT

- (A) The Attorney shall perform the work specified by this contract at a rate of \$200/hour.
- (B) Payment shall be based on billings provided by the Attorney that include the items required for time records by Clause XIII (Records; Audit). The description of services shall be prepared to protect the confidentiality and the identity of the individual and the subject matter.
- (C) The Chair 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 that satisfies the requirements for billing under this contract, 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 Attorney.
- (E) The Committee shall reimburse the Attorney for reasonable expenses that are incurred by the Attorney in the performance of this contract and that are approved for reimbursement by the Chair.

- (F) With regard to travel expenses, if the Chair requires the Attorney to travel outside of the Attorney's home base of Anchorage, Alaska, the Attorney will be reimbursed for reasonable travel expenses that are supported by receipts and that are approved by the Chair.
- (G) Total payments under this contract, including reimbursement for expenses, may not exceed Ten Thousand and No/100 Dollars (\$10,000.00).

CLAUSE IV - EXPENSES AND DUPLICATION

- (A) Except as may be otherwise provided by Clause III (Compensation and Method of Payment), the office space, equipment, supplies, clerical support and other expenses that are necessary for the Attorney to carry out the Attorney's obligations under this contract shall be supplied and paid for by the Attorney 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 the contract is subject to the approval of the Chair.

CLAUSE VI – WORKERS' COMPENSATION

During the life of this contract, the Attorney shall, in accordance with AS 23.30.045(d), provide and maintain workers' compensation insurance. The Attorney shall require any subcontractor to provide and maintain workers' compensation insurance for the subcontractor's employees. Attorney 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 Attorney 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 Attorney must pay all fees associated with the licenses and permits required for performance of the contract. The Attorney shall pay all federal, state, and local taxes incurred by the Attorney in the performance

of the contract. The Attorney's certification that taxes have been paid may be verified before final payment by the Committee.

CLAUSE VIII – HUMAN TRAFFICKING

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. In addition, if the Consultant conducts business in, but is not 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 Consultant's policy against human trafficking must be submitted 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>

If the Consultant is or becomes headquartered in a Tier 3 country, or fails to comply with this clause ("Human Trafficking"), the Committee may terminate the contract under Clause II (B) as a breach of the contract.

CLAUSE IX – VENUE

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 Attorney and the Committee.

CLAUSE XI – INDEMNIFICATION

The Attorney 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 Attorney's negligence or intentional misconduct in the performance of Attorney's obligations under this contract.

CLAUSE XII – ETHICAL CONSIDERATIONS; ACCESS TO RECORDS AND DOCUMENTS

- (A) The Attorney, including, but not limited to, its employees, is subject to the prohibitions set out in AS 24.60.134 of the Ethics Code unless individuals are

excluded under AS 24.60.134(c). The Attorney may be subject to other provisions of AS 24.60 as a legislative employee.

(B) Only the lawyers who are personally involved in representing the Committee on behalf of the Attorney and any staff of the Attorney who are assisting such lawyers shall have access to the records and documents related to the subject matter of this contract. The Attorney shall ensure that no one else in the firm has access to the records and documents by retaining the records and documents in a locked file cabinet conspicuously marked as confidential materials relating to this contract.

CLAUSE XIII – RECORDS; AUDIT

In addition to any other records required by this contract, the Attorney shall accurately maintain detailed time records that state the date of the work, break down the time in quarters of an hour, describe in detail the work done during the quarter of an hour, and identify which individual did the work. The Attorney shall also keep any other records that are required by the Chair. The records required by this contract are subject to inspection by the Committee or the Chair 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 are the property of the Committee. To the extent the Attorney has any interest in the copyright for these items under the copyright laws of the United States, the Attorney transfers by this contract any and all interest the Attorney 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 Chair.

CLAUSE XV – CHAIR AND LEAD LAWYER

(A) The Chair shall serve as the primary contact through which the Committee assigns and directs the work of the Attorney. The Chair has the authority, upon which the Attorney may rely without further inquiry, to act on behalf of the Committee in assigning and directing the work of the Attorney.

(B) Brent Cole, the lead lawyer on this matter, shall have the primary relationship with the Committee. Unless otherwise agreed to or directed by the Committee, Brent Cole shall be the lawyer who communicates directly with the Committee.

CLAUSE XVI – AUTHORIZATION: CERTIFICATION

Execution of this contract was authorized by a majority of the members of the Select Committee on Legislative Ethics at a meeting on August 18, 2017

Execution of this contract by the Legislative Affairs Agency Executive Director or her designee hereby constitutes a certification that funds are available in an appropriation to pay for work performed under this contract through June 30, 2018.

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:

ATTORNEY

LAW OFFICE OF BRENT R. COLE, P.C.

Brent R. Cole
President
Tax ID #: 92-0152597

DRAFT 8-28-17
Date

COMMITTEE

SELECT COMMITTEE ON
LEGISLATIVE ETHICS
H. Conner Thomas, Chair
Procurement Officer

8/29/2017
Date

CERTIFYING AUTHORITY:

Pamela A. Varni 9/5/17
Pamela A. Varni
Executive Director
Legislative Affairs Agency

Date

APPROVED AS TO FORM:

Sherry L. Bonner 8-28-17
Sherry L. Bonner
Legal Counsel

Date

ITEM 5b: Private Investigator Contract

AN AMENDMENT OF PROFESSIONAL SERVICES CONTRACT BETWEEN
SELECT COMMITTEE ON LEGISLATIVE ETHICS
AND

MONIQUE RAPUZZI, AN INDIVIDUAL DBA
MONIQUE RAPUZZI CASE PREPARATION & TRIAL ASSISTANCE
11222 TULIN PARK LOOP
ANCHORAGE, AK 99516

TOTAL AMOUNT OF THIS AMENDMENT: \$5,000

TOTAL AMOUNT OF CONTRACT AS AMENDED: \$10,000
(excluding reimbursement for expenses)

The parties to this contract amendment, made and entered into the date the Legislative Affairs Agency Executive Director or her designee signs the contract amendment, are the Select Committee on Legislative Ethics, whose address is 745 W. 4th Avenue, Suite 415, Anchorage, Alaska 99501, hereinafter referred to as the "Committee", and Monique Rapuzzi, an individual dba Monique Rapuzzi Case Preparation & Trial Assistance, whose address is 11222 Tulin Park Loop, Anchorage, AK 99516, hereinafter referred to as the "Consultant".

This document amends the September 5, 2017, professional services contract between the Committee and the Consultant.

IT IS THEREFORE MUTUALLY AGREED THAT:

1. PARAGRAPH (F) OF CLAUSE III – COMPENSATION AND METHOD OF PAYMENT, IS AMENDED TO READ AS FOLLOWS:

(F) Total payments under this contract, excluding reimbursement for expenses, may not exceed Ten Thousand and No/100 Dollars (10,000.00).

2. CLAUSE XVI – AUTHORIZATION; CERTIFICATION

Execution of this contract amendment was authorized by a majority of the members of the Select Committee on Legislative Ethics at a meeting on March 8, 2018.

Execution of this contract by the Legislative Affairs Agency Executive Director or her designee hereby constitutes a certification that funds are available in an appropriation to pay for work performed under this contract through June 30, 2018.

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

CONSULTANT:

COMMITTEE:

**MONIQUE RAPUZZI, AN INDIVIDUAL DBA
MONIQUE RAPUZZI CASE PREPARATION
& TRIAL ASSISTANCE**

SELECT COMMITTEE ON LEGISLATIVE ETHICS

Monique Rapuzzi Date
Alaska Business License: 740440

Dennis "Skip" Cook, Chair Date
Procurement Officer

CERTIFYING AUTHORITY:

APPROVED AS TO FORM:

Jessica Geary **Date**
Deputy Executive Director
Legislative Affairs Agency

Legal Counsel _____ **Date** _____

DRAFT

PROFESSIONAL SERVICES CONTRACT BETWEEN

SELECT COMMITTEE ON LEGISLATIVE ETHICS

AND

MONIQUE RAPUZZI, AN INDIVIDUAL DBA
MONIQUE RAPUZZI CASE PREPARATION & TRIAL ASSISTANCE
7241 BULEN DRIVE
ANCHORAGE, AK 99507

CONTRACT AMOUNT: \$5,000
(excluding reimbursement for expenses)

The parties to this contract, made and entered into the date the Legislative Affairs Agency Executive Director or her designee signs the contract, are the Select Committee on Legislative Ethics, whose address is 745 W. 4th Avenue, Suite 415, Anchorage, Alaska 99501, hereinafter referred to as the "Committee", and Monique Rapuzzi, an individual dba Monique Rapuzzi Case Preparation & Trial Assistance, whose address is 7241 Bulen Drive, Anchorage, AK 99507, hereinafter referred to as the "Consultant".

THE PURPOSE OF THIS CONTRACT IS TO PROVIDE professional services to the Select Committee on Legislative Ethics.

IT IS THEREFORE MUTUALLY AGREED THAT:

CLAUSE I - STATEMENT OF SCOPE OF WORK

The Consultant shall provide investigative services to the committee in accordance with a confidential letter of agreement outlining the specific course of the investigation and shall be available for consultation at one committee meeting to be held in Anchorage or via teleconference. The Consultant shall document in writing any additional work it deems necessary to perform this contract that is outside the letter of agreement. The Consultant may not perform additional work under this contract unless performance of the work is approved by the Chair. The Consultant, including, but not limited to, any employees who assist Consultant to perform work under this contract, will keep all work performed under this contract confidential.

CLAUSE II - PERIOD AND DATES OF PERFORMANCE

(A) The work under this contract shall begin August 16, 2017 and terminate June 30, 2018.

(B) Upon delivery of written notice to the Consultant, this contract may, without liability to the Committee, be terminated by the Chair with or without cause. To terminate, the Chair 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 that include that items required for time records by Clause XIII (Records; Audit), and a copy of all documents, reports, material, and other items required to be delivered to the Committee by Clause XIV (Ownership and Reuse of Documents) of this contract.

CLAUSE III – COMPENSATION AND METHOD OF PAYMENT

(A) The Consultant shall perform the work specified by this contract at the rate of \$75.00 per hour and shall bill in increments of 1/10th of 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 Chair 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 that satisfies the requirements for billing under this contract, 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.

(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 Chair. With regard to travel expenses, if the Chair requires the Consultant to travel outside of the Consultant's home base of Anchorage, Alaska, the Consultant will be reimbursed for reasonable travel expenses that are supported by receipts and that are approved by the Chair. Transportation expenses approved by the Chair will be paid at the following rates: airfare at the coach rate and car mileage at the federal rate. Expenses exceeding \$300 must be approved in advance by the Chair.

(F) Total payments under this contract, excluding reimbursement for expenses, may not exceed Five Thousand and No/100 Dollars (5,000.00).

CLAUSE IV - EXPENSES AND DUPLICATION

- (A) Except as may be otherwise provided by Clause III (Compensation and Method of Payment), 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 the contract is subject to the approval of Chair.

CLAUSE VI – WORKERS' COMPENSATION

At the time this contract is executed, the Consultant is a sole proprietor and does not employ any employees. If the Consultant hires one or more employees, the Consultant shall, in accordance with AS 23.30.045(d), provide and maintain workers' compensation insurance. Upon request, the Consultant shall provide the Committee 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

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. In addition, if the Consultant conducts business in, but is not 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 Consultant's policy against human trafficking must be submitted 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>.

If the Consultant is or becomes headquartered in a Tier 3 country, or fails to comply with this clause ("Human Trafficking"), the Committee may terminate the contract under Clause II (B) as a breach of the contract.

CLAUSE IX – VENUE

In the event that the parties to the contract find it necessary to litigate the terms of the contract, venue shall be the 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's obligations under this contract.

CLAUSE XII – ETHICAL CONSIDERATIONS; ACCESS TO RECORDS AND DOCUMENTS

- (A) The Consultant, including, but not limited to, its employees, is subject to the prohibitions set out in AS 24.60.134 of the Ethics Code unless individuals are

excluded under AS 24.60.134 (c). The Consultant may be subject to other provisions of AS 24.60 as a legislative employee.

(B) Only the Consultant and any employees of the Consultant who assist the Consultant to perform work under this contract shall have access to the records and documents related to the subject matter of this contract. The Consultant shall ensure that no one else has access to the records and documents by retaining the records and documents in a locked file cabinet conspicuously marked as confidential materials relating to this contract.

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 Chair. The records required by this contract are subject to inspection by the Committee or the Chair 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 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 Chair.

CLAUSE XV - CHAIR

The Chair is H. Conner Thomas, Chair of the Select Committee on Legislative Ethics. The Chair is authorized to oversee and direct the activities of the Consultant under this contract.

CLAUSE XVI – AUTHORIZATION; CERTIFICATION

Execution of this contract was authorized by a majority of the members of the Select Committee on Legislative Ethics at a meeting on August 16, 2017.

Execution of this contract by the Legislative Affairs Agency Executive Director or her designee hereby constitutes a certification that funds are available in an appropriation to pay for work performed under this contract through June 30, 2018.

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:

MONIQUE RAPUZZI, AN INDIVIDUAL DBA
MONIQUE RAPUZZI CASE PREPARATION
& TRIAL ASSISTANCE

Monique Rapuzzi **DRAFT**

Monique Rapuzzi Date
Alaska Business License: 740440

COMMITTEE:

SELECT COMMITTEE ON
LEGISLATIVE ETHICS

H. Conner Thomas **DRAFT** 8/29/2017

H. Conner Thomas, Chair Date
Procurement Officer

CERTIFYING AUTHORITY:

Pamela A. Varni **DRAFT** 9/5/17

Pamela A. Varni Date
Executive Director
Legislative Affairs Agency

APPROVED AS TO FORM:

Theresa L. Bannister **DRAFT** 8-28-17

Theresa L. Bannister Date
Legal Counsel

ITEM 5c: Personnel

January 22, 2018

Jerry Anderson, Administrator
Select Committee on Legislative Ethics
PO Box 90251
Anchorage, AK 99509

Dear Jerry,

This letter serves as official notice of my resignation as Administrative Assistant to the Select Committee on Legislative Ethics. My time here has been a great experience, and I have appreciated your patience, encouragement, and thoughtful approach as I learned the important processes of this office. Thank you - we made a great team.

Sincerely,



Janice Stewart



STATE OF ALASKA
invites applications for the position of:

Admin Assist to Legislative Ethics Committee

Job Code: 17212

Open Date: 02/19/18

Position Open To: Alaska Residents Only

Range: 15

Department: Legislative Affairs

Location: Anchorage

JOB DESCRIPTION:

Distinguishing Job Characteristics:

The administrative assistant works under the direction of the administrator for the Select Committee on Legislative Ethics and for the nine-member ethics committee comprised of four legislators and five members of the public.

Duties and Responsibilities:

The administrative assistant performs general office administrative support to the administrator and the ethics committee. Duties include: answering phones, processing/reviewing and monitoring ethics disclosures, copying/collating mailing committee packets, tracking of compliance requirements for ethics training attendees, arranging travel and processing reimbursement requests, preparing correspondence, attending ethics committee meetings and preparing minutes, conducting research and summarizing findings, tracking legislation, ordering supplies and miscellaneous office duties as assigned.

Knowledge, Skills and Abilities:

Considerable knowledge of office practices and procedures. Excellent communication and people skills with internal and external clients. Proficient in WORD and email. Working knowledge of EXCEL and POWERPOINT a plus. Able to research projects using the internet. Strong organizational skills with an eye for detail. Ability to prioritize and multi-task, learn quickly, be self motivated, and work well individually and as a team member.

MINIMUM QUALIFICATIONS:

Alaska residency (*and*) High School Graduation or GED (*and*) two years office clerical/secretarial experience

ADDITIONAL REQUIRED INFORMATION:

PLEASE NOTE THE FOLLOWING CONDITIONS OF EMPLOYMENT:

Location: 745 West 4th Avenue, Anchorage AK 99501

Flexibility: This position is permanent/part time at 60% (22.5 hrs/week). Travel to Juneau during the legislative session is likely.

Confidentiality: Confidentiality agreement must be signed by the successful candidate. A criminal background check is required. Confidentiality of certain activities is governed by Alaska statutes and policies, and the Committee's Rules of Procedure.

Prohibited Activities: Certain political party activities prohibited by statute. Being a registered lobbyist at the time of hire and while employed is prohibited.

Special Note:

This is a fully exempt job class under AS 39.25.11(3).

CONTACT INFORMATION:

Jerry D. Anderson, Administrator
Call: 269-0150, Monday through Friday
Email: jerry.anderson@akleg.gov

APPLICATIONS MAY BE FILED ONLINE AT:
<http://workplace.alaska.gov/>

Position #17212
ADMIN ASSIST TO LEGISLATIVE ETHICS COMMITTEE
KL

PO Box 110201
Juneau, AK 99811
(800) 587-0430 (Statewide toll-free number)
(907) 465-4095 (Juneau and out-of-state callers)

recruitment.services@alaska.gov

ITEM 6: Motion to go into **EXECUTIVE SESSION** *to discuss matters which by law must remain confidential under AS 24.60.160, Uniform Rule 22(b) regarding executive sessions, and Rules of Procedure Section 5: Executive Sessions and discussion of matters, the immediate knowledge of would adversely affect the finances of a governmental unit, and discussion of subjects that tend to prejudice the reputation and character of a person.*

ITEM 7: Executive Session

ITEM 8: Public Session

ITEM 9: Other Business

ITEM 10: Adjourn