

Alaska State Legislature

Select Committee on Legislative Ethics

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Ethics Committee Meeting July 17, 2018 – 11:30 a.m. Anchorage LIO

(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. May 17, 2018 Full Committee (+)
 - b. May 17, 2018 House Subcommittee (+)
4. PUBLIC COMMENT
5. AMENDMENT OF CONTRACTS RELATED TO COMPLAINT 17-03 (+)
6. CHAIR/STAFF REPORT
7. 2019 ETHICS TRAINING
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.*
9. EXECUTIVE SESSION
10. PUBLIC SESSION
11. OTHER BUSINESS
12. ADJOURN

**ALASKA STATE LEGISLATURE
SELECT COMMITTEE ON LEGISLATIVE ETHICS**
MAY 17, 2018
7:43 AM

8:06:19 AM

Committee members present:

Dennis "Skip" Cook, Chair
Conner Thomas
Joyce Anderson
Deb Fancher
Rep Colleen Sullivan-Leonard
Sen John Coghill (telephonic)
Sen Dennis Egan (telephonic)

Others present:

Dan Wayne (telephonic)
Skiff Lobaugh (telephonic)
Jerry Anderson, Administrator
Jacqui Yeagle, Administrative Assistant

1. Call the Meeting to Order:

Chair Dennis "Skip" Cook called the meeting to order at 8:08 AM.

2. Approval of Agenda:

Conner Thomas made a motion to approve the agenda. No objection. Agenda approved.

3. Approval of Minutes:

a. March 8, 2018 Full Committee Minutes

Deb Fancher made a motion to approve the minutes. No objection. Minutes approved.

b. March 8, 2018 Senate Subcommittee Minutes

Conner Thomas made a motion to approve the minutes. No objection. Minutes approved.

c. March 8, 2018 House Subcommittee Minutes

Conner Thomas made a motion to approve the minutes. No objection. Minutes approved.

d. April 21, 2018 Senate Subcommittee Minutes

Deb Fancher made a motion to approve the minutes. No objection. Minutes approved.

e. April 21, 2018 House Subcommittee Minutes

Conner Thomas made a motion to approve the minutes. No objection. Minutes approved.

4. Public Comment: No public comment.

5. Chair/Staff Report

Administrator Jerry Anderson pointed out that an addition to the packet is a fiscal year-to-date report as of May 8. One of the categories shows an amount overbudget but Anderson explained that some portion of the contracts will lapse due to the public hearing being continued until a proposed date of July 17.

Jerry Anderson said that no Senate Subcommittee meeting is anticipated on that date. Anderson asked that if committee members anticipate a conflict with that date to please email him with that information.

Chair Skip Cook expressed his opinion that the Full Committee would meet prior to the House Subcommittee, and he suggested an 8:30 a.m. start time for the Full Committee and a 10:00 a.m. start for the House Subcommittee meeting and public hearing.

Jerry Anderson asked those attending telephonically if there were any conflicts with the proposed date and time. Dan Wayne reported that he may have a conflict on that date.

Jerry Anderson finished his report by saying that in 2018, 548 employees have completed the Sexual Harassment Training and 83 employees have completed the required ethics training. Two new employees received notice about the required trainings but have not yet completed it.

6. 2019 Ethics Training

Chair Skip Cook directed Jerry Anderson to open a discussion of current Ethics and Sexual Harassment Training requirements and the options for 2019.

Jerry Anderson noted that in 2018, the Committee required all legislators and legislative employees to attend the Sexual Harassment Training, which was conducted by the Alaska State Commission for Human Rights. Anderson asked for direction from the Committee regarding training requirements in 2019, specifically, whether the Sexual Harassment Training would be required in addition to the regular Ethics Training. Anderson added that currently new employees view an online version of the Sexual Harassment Training and that type of training is one option to consider for all employees in 2019 if the Sexual Harassment Training will be required.

Chair Skip Cook noted that it is unknown whether the Human Rights Commission is willing to conduct the training in 2019. Chair Cook also presented two options to consider for 2019: Continue a separate Sexual Harassment Training component if the Human Rights Commission is willing to do so or add the Sexual Harassment Training component to the regular Ethics Training. Either way, that would be a six-hour training block.

Legislative Affairs Agency Human Resources Manager Skiff Lobaugh confirmed that since the late 90s, new employees and legislators have received the EEO Sexual and Other Workplace Harassment Training. Chair Cook asked if only new employees received the training or if returning employees also received the training. Lobaugh responded that only new employees were required to attend unless there was a complaint or other reason that a returning employee was directed to attend.

Chair Skip Cook asked if that requirement would continue and Skiff Lobaugh responded that he expects to work at least one EEO training into the new employee orientation and work with the executive director to offer one new legislator session of the training. Lobaugh also indicated he is willing to work with the Committee in developing another approach.

Jerry Anderson reviewed the current Ethics Committee training requirements: All legislators and legislative employees are required to complete ethics training every two years. There are several training sessions. The session for legislators is slightly shorter than the session for

non-staffer legislative employees. At three hours, legislative staffers have the longest training session.

Senator John Coghill asked if the recently-developed Legislative Council policy regarding workplace values would be part of the regular ethics training.

Skiff Lobaugh responded that the policy was intended to be part of an ethics training mandate. The details of how that training would be implemented needs to be worked out.

Senator John Coghill asked Skiff Lobaugh how long a Sexual Harassment refresher training might be. Lobaugh responded that in his opinion a 20- 30-minute refresher of the policy would be sufficient if it is in conjunction with the Ethics Training. However, Lobaugh is not sure whether the Human Rights Commission would consider that a full-fledged training. Lobaugh estimates that a full-fledged training would take a couple of hours.

Chair Skip Cook asked if it is possible to have a more refresher rather than a full training.

Deb Fancher asked about having the refresher training available online, adding that the problem is that an online training does not allow for asking questions of a facilitator.

Chair Skip Cook agreed that online training could be a possibility and asked Jerry Anderson if he had had any discussion with the Human Rights Commission about this topic. Anderson replied he had not had any direct communications with them.

Jerry Anderson commented that currently new employees watch a three-hour online version of the training. A shorter version of the training is a possibility, but he has not approached the Human Rights Commission about that.

Chair Skip Cook asked Jerry Anderson if he could arrange a meeting with Skiff Lobaugh and the Human Rights Commission to consider the question and report back at the next Committee meeting. Lobaugh offered to arrange that meeting.

Representative Colleen Sullivan-Leonard mentioned she is a member of the Society for Human Resource Management and she believes there are a number of sexual harassment and EEOC

trainings available through the organization that could serve as a refresher.

Conner Thomas asked if it is a foregone conclusion that the Sexual Harassment Training is a responsibility of the Ethics Committee. Chair Cook responded that it appears to be so and asked Jerry Anderson to identify the part of statute that addresses it. Anderson replied that part of statute is AS 24.60.155. Skiff Lobaugh read the section to the Committee.

Sec. 24.60.155. Legislative ethics course.

(a) A person who is a legislator, legislative employee, public member of the committee, legislative intern, or legislative volunteer shall complete a legislative ethics course administered by the committee under AS 24.60.150(a)(4) within 10 days of the first day of the first regular session of each legislature or, if the person first takes office or begins service after the 10th day of that session, within 30 days after the person takes office or begins service. The committee may grant a person additional time to complete the course required by this section.

Chair Skip Cook asked if there was language that mentions harassment. Skiff Lobaugh read the language in 24.60.039.

Sec. 24.60.039. Discrimination prohibited.

(a) A legislator or legislative employee may not engage in acts of discrimination in violation of AS 18.80.220.

Skiff Lobaugh said that it does not address a legislative sexual harassment policy. That raises the issue of whether sexual harassment policy training is mandatory under the Ethics Act even though the Legislative Council policy suggests that it is. The Legislative Council cannot amend the Ethics statutes - that would require a change in the statute, which the legislature could do.

Deb Fancher recalled that it was legislators who wanted to make the training mandatory and including it as part of Ethics Training would accomplish that. Dan Wayne confirmed Fancher's recollection and said that the training is in

compliance with AS 18.80.220(a), which prohibits sexual harassment in the workplace.

Skiff Lobaugh stated that he would argue the "meat of the thing" is in the ethics realm under AS 24.60.039 rather than AS 18.80.220.

Dan Wayne suggested the Committee might want to consider whether it wants to get involved in administering the sexual harassment policy adopted by the legislature or interpreting its provisions when it was not crafted by the Ethics Committee.

Senator John Coghill recalled that last year's extraordinary circumstances led to the mandate for this year but there was a question about whether it would be mandated every year. Senator Coghill is not sure if a decision about that had been made, in part because it seemed they were interested in developing a policy. Senator Coghill added that the failure to act properly can be dealt with in a complaint process.

Senator John Coghill continued by saying that he thinks the training should be provided because it is valuable but suggested that long-term legislators need only a review of the policy because the Ethics Committee will deal with breaches. However, a full training for first-time legislators is appropriate because they need to know their responsibilities in this complex employer circumstance.

Chair Skip Cook said that under AS 24.60.039, legislators or employees may not engage in acts of discrimination. The question is: Does "discrimination" encompass all types of discrimination and is sexual harassment discrimination? If so, it can logically be seen to be under the Ethics Committee venue. Chair Cook suggested seeing what could be worked out in terms of training. He added that part of the concern is whether six hours of training every two years may be onerous. Refresher training as an alternative and using the tools in place seems logical.

Conner Thomas said that a 25- to 30-minute refresher training in addition to the regular ethics training would be one thing but mandating a 3-hour training conducted by another group may be another.

Chair Skip Cook said that if we were going to incorporate the sexual harassment training into the ethics training, the ethics training would need to be shortened.

Conner Thomas suggested checking to see if the Human Rights Commission can shorten their training for returning legislators and employees.

Representative Colleen Sullivan-Leonard said that continued training is important because people forget over two years and it is better to err on the side of caution to prevent a repeat of past issues.

Senator Dennis Egan agreed with Representative Sullivan-Leonard and thinks that this year's training was excellent. Senator Egan thinks everyone should attend the training every two years - employees and legislators.

Chair Skip Cook suggested that it would be worth asking the Human Rights Commission if they are willing to conduct the training every two years with an available online option, though he recognizes the value of discussion that is possible in a live presentation.

Joyce Anderson asked if the Ethics office would track attendance at the sexual harassment training as well as the ethics training.

Chair Skip Cook replied affirmatively to Joyce Anderson's question.

Chair Skip Cook recommended that a meeting be arranged between Jerry Anderson, Skiff Lobaugh, and the Human Rights Commission to discuss training options.

7. Advisory Opinion 18-02

Dan Wayne introduced Advisory Opinion 18-02 by reading each of the questions and summarizing the answers.

- 1) *May a legislator, after a state funded relocation to Juneau for a legislative session, attend and sponsor a fund raiser for a state election campaign before the start of the legislative session?*

The draft concludes yes, a legislator may attend and sponsor a fund raiser for a state election campaign before the start of the legislative session.

2) *May a legislator, after a state funded relocation to Juneau for a legislative session, attend a political forum or a fund raising dinner for a political party in Juneau during that legislative session?*

The draft concludes yes, as long as the legislator merely attends and does not directly or indirectly host, co-host, solicit participation, promote the event, or aid in the fund raising. Legislators have to be careful. Some years ago, legislators' names were listed on posters promoting the event and that is not allowed.

Chair Skip Cook asked if there were questions for Dan Wayne.

Conner Thomas made a motion to adopt AO 18-02 as drafted and presented. No objection.

Roll Call Vote AO 18-02

Dennis "Skip" Cook	Y
Joyce Anderson	Y
Conner Thomas	Y
Deb Fancher	Y
Rep Colleen Sullivan-Leonard	Y
Sen John Coghill	Y
Sen Dennis Egan	Y

Advisory Opinion 18-02 was approved by a vote of 7-0.

8. HB 44 Discussion

Administrator Jerry Anderson commented that HB 44 has a number of provisions and some apply to sections of the Ethics Act, and it is those he would focus on in his review.

One significant change to the legislative ethics act begins on page 8. In referring to a gift of food or drink for immediate consumption to a person covered under AS 24.60, it adds the word "nonalcoholic" as a descriptor to the word "beverage." That impacts AS 24.60.080.

In addition, section 7 on page 8 amends AS 24.60.030(e). This is a significant change because it expands the provisions under 24.60.030(e) beyond simply restricting a legislator who is negotiating for employment from taking or

withholding official action or exerting official influence that could be substantially benefit or harm the financial interests of another person. It expands the provision to include a member of the legislator's immediate family or a member of the immediate family's employer. It leaves in the provision a legislator who is negotiating for employment. In (D) on page 9, it adds "from whom the legislator or a member of the legislator's immediate family has, in the immediately preceding 12-month period, received more than \$10,000 of income."

Jerry Anderson turned the discussion over to Dan Wayne, who has worked with the provisions, "substantially benefit or harm the financial interests of another person" and "taking or withholding official action or exerting official influence."

Dan Wayne commented that on page 9 the word "substantial" is given a new definition and he read, "Substantially benefit or harm means the effect on the person's financial interest is greater than the effect on the financial interest on the general public of the state." Wayne suggests waiting to see what kind of facts come before the Committee. It leaves it up to the individual to figure out what it means, to call the ethics office and ask for advice about whether or not they need to declare a conflict and so forth. The definition is pretty broad; it is hard to describe exactly what "substantial" is and so it will need to be looked at on a case-by-case basis.

Jerry Anderson reminded the Committee that there have been a number of advisory opinions under the old law about when that provision would apply. Anderson thinks there is an opportunity for the Ethics Committee to explore that question with the individual legislators if they ask for formal advice. Anderson expects that will happen under the changes outlined in HB 44. Anderson asked Dan Wayne to speak a bit more about what "taking or withholding official action or exerting official influence" means.

Dan Wayne said there is no definition in the Ethics Act of "official action" but there is a definition of "legislative action." In the past, the Committee has said that official action includes legislative action; official action is the broader term. If the Committee looks at the question again, that could change. Legislative action means "conduct relating to the development, drafting, consideration,

sponsorship, enactment or defeat, support or opposition to or of a law, amendment, resolution, report, nomination, or other matter affected by legislative action or inaction." There are a lot of ways this could go depending upon the facts in each situation.

Representative Colleen Sullivan-Leonard asked Dan Wayne if he could speak to the intent of Section 9, (2).

Dan Wayne replied that basic intent was talked about in hearings and also in the sponsor statement. Wayne read, "HB 44 contains provisions to ensure conflicts are "substantial" before a legislator would be required to abstain from voting. Any benefit a legislator or a member of the legislator's immediate family might receive from supporting a particular piece of legislation would have to be greater than the benefit a large group of Alaskans would receive in order to require abstention. The bill recognizes the responsibility of legislators to vote, except in clear cases where the outcome of the vote would result in substantial personal financial gain. This includes cases where an immediate family member or a legislator's employer would receive a large and direct financial benefit."

Dan Wayne continued by saying that it does not look like the intent was to rule out any type of financial benefit; it has to be something big.

Representative Colleen Sullivan-Leonard asked Dan Wayne if HB 44 better defines the process for a legislator who feels they have a clear conflict, asks to be excused, and someone objects to the request to abstain every time. Chair Cook asked if the uniform rules override the legislation.

Dan Wayne acknowledged there has been a problem for legislators when they try to abstain. In virtually every case, there has been an objection and they have been required to vote. The bill does not change the uniform rules. And the uniform rules would override the statute, so when a legislator declares a conflict on the floor when voting, the same rules would apply.

Chair Skip Cook asked if the uniform rules allow the chair to excuse a legislator from voting in committee. He also asked if the uniform rules require legislators to vote on the floor and in committee also.

Dan Wayne read from Uniform Rule 34(b). "Every member present in the house shall vote unless the house for special reasons permits a member to abstain." Wayne thinks there has been some debate in the past about whether this section applies to committee but is uncertain if or how it was resolved. It is not an ethics question; it is a uniform rules question. Wayne said he would need to talk to other attorneys about the question.

Senator John Coghill explained that the reason it is a question in committee is that a bill generally and legally does not belong to the committee, it belongs to the whole body. Legislators have declared a conflict in committee, but they are still required to be part of the discussion. They do not have a say in the final disposition on that bill until it is on the floor.

Chair Skip Cook said the Ethics Committee might be called upon to address the question of whether someone failed to declare a conflict.

Joyce Anderson reported there are two definitions of immediate family and the one being referred to is the actual definition in statute, which is narrow compared to the one in the gift statute, which includes grandparents and aunts and uncles and so on. It is important to point out the definition is the narrower one.

Jerry Anderson reminded the Committee that they have had formal advisory opinion requests about conflicts of interest. Anderson anticipates getting more questions with this legislation. It also affects ethics training, substantially affecting a number of sections, and that will be incorporated into the training.

Joyce Anderson pointed out that there is a new definition in Section 11 - financial interest.

9. Other Business: Next meeting is July 17.

10. Adjourn:

A motion to adjourn was made by Conner Thomas. No objection. Meeting adjourned at 9:18 AM.

9:18:27 AM

**ALASKA STATE LEGISLATURE
SELECT COMMITTEE ON LEGISLATIVE ETHICS**
MAY 17, 2018
10:00 AM

House Subcommittee

10:00:46 AM

Committee members present:

Dennis "Skip" Cook, Chair
Conner Thomas
Joyce Anderson
Deb Fancher
Rep Colleen Sullivan-Leonard
Rep Chris Tuck

Others present:

Jerry Anderson, Administrator
Jacqui Yeagle, Administrative Assistant

1. Call the Meeting to Order:

Chair Dennis "Skip" Cook called the meeting to order at 10:00 AM.

2. Approval of Agenda

Deb Fancher made a motion to approve the agenda. No objection. Agenda approved.

3. Public Comment: No public comment

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.

Conner Thomas moved to enter executive session. No objection.

5. Executive Session

6. Public Session

7. Other business: None

8. Adjourn

Conner Thomas made a motion to adjourn. No objection. Chair Dennis "Skip" Cook adjourned the meeting at 12:15 PM.

DRAFT

PROFESSIONAL SERVICES CONTRACT BETWEEN
SELECT COMMITTEE ON LEGISLATIVE ETHICS
AND

INGALDSON FITZGERALD, P.C.
813 WEST THIRD AVENUE
ANCHORAGE, AK 99501

CONTRACT AMOUNT: \$10,000
(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 PO Box 90251, Anchorage, AK 99509-0251, hereinafter referred to as the "Committee", and INGALDSON FITZGERALD, P.C., a professional corporation, whose address is 813 WEST THIRD AVENUE, ANCHORAGE, AK 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 SCOPE OF WORK

The Attorney shall represent the Committee, and provide prosecution services in a specific matter. The Attorney will prepare for and present the Committee's case at the hearing. Work prior to hearing will include review of applicable statutes and rules, preparing and serving Notice of Hearing, interviewing Committee witnesses and studying documents upon which the Committee relied in reaching its findings, and participating in a pre-hearing discovery and conferences as needed. At the hearing the Attorney will present the Committee's evidence, cross-examine witnesses, make appropriate opening and closing statements, and make objections to evidence or arguments as appropriate.

The Attorney shall provide the Committee with other legal services as requested by the Committee, related to the specific matter covered in this contract. 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 March 27, 2018 and terminate December 31, 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 the rate of \$225.00 per hour. Paralegal services may be performed at a maximum rate of \$110.00 per 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).
- (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 the Anchorage, the Attorney will be reimbursed for reasonable travel expenses that are supported by receipts and that are pre-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 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

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 VIII ("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

- (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 is subject to the other provisions of AS 24.60 as indicated by AS 24.60.112.
- (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 tenths of an hour, describe in detail the work done during the tenth 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) Kevin Fitzgerald, the lead lawyer on this matter, shall have the primary relationship with the Committee. Unless otherwise agreed to or directed by the Committee, Kevin Fitzgerald shall be the lawyer who communicates directly with the Committee.

CLAUSE XVI – AUTHORIZATION; CERTIFICATION

Execution of this contract was authorized by the Chair of the Select Committee on Legislative Ethics on March 28, 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. Availability of funds to pay for work performed from July 1, 2018 through December 31, 2018 is contingent upon the appropriation of funds for the next fiscal year. If, in the judgement of the certifying authority for this contract, sufficient funds are not appropriated for the appropriate fiscal year, the contract will be terminated under Clause II (B) or amended.

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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:

COMMITTEE:

INGALDSON FITZGERALD, P.C.
A Professional Corporation

SELECT COMMITTEE ON LEGISLATIVE ETHICS

Kevin Fitzgerald
President
Tax Identification No.: 92-0149856
Alaska Business License: 979320

Redacted for privacy

4/11/18

Dennis "Skip" Cook, Chair Date
Select Committee on Legislative Ethics
Procurement Officer

CERTIFYING AUTHORITY:

APPROVED AS TO FORM:

Redacted for privacy

4/17/18

Redacted for privacy

4/11/18
Date

Jessica Geary
Executive Director
Legislative Affairs Agency

APPROVED AS
Redacted for p
Legal Counsel

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:

INGALDSON FITZGERALD, P.C.
A Professional Corporation

Redacted for privacy

Kevin Fitzgerald
President
Tax Identification No.: 92-0149856
Alaska Business License: 979320

4/13/18

COMMITTEE:

SELECT COMMITTEE ON
LEGISLATIVE ETHICS

Dennis "Skip" Cook, Chair
Select Committee on Legislative Ethics
Procurement Officer

CERTIFYING AUTHORITY:

Jessica Geary
Executive Director
Legislative Affairs Agency

APPROVED AS TO FORM:

Redacted for privacy

Legal Counsel

4/11/18
Date

CLAUSE XVII - MODIFICATION AND PREVIOUS AGREEMENTS

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COMMITTEE:

SELECT COMMITTEE ON LEGISLATIVE ETHICS

Dennis "Skip" Cook, Chair Date
Select Committee on Legislative Ethics
Procurement Officer

CERTIFYING AUTHORITY:

Jessica Geary
Executive Director
Legislative Affairs Agency

APPROVED AS TO FORM:

Redacted for privacy

4/11/18
Date

PROFESSIONAL SERVICES CONTRACT BETWEEN
SELECT COMMITTEE ON LEGISLATIVE ETHICS
AND

NANCY J. NOLAN
DBA NANCY J. NOLAN RESOLUTION SERVICES
PO BOX 90154
ANCHORAGE, AK 99509-0154

CONTRACT AMOUNT: \$10,000
(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 PO Box 90251, Anchorage, AK 99509-0251, hereinafter referred to as the "Committee", and NANCY J. NOLAN RESOLUTION SERVICES whose address is PO BOX 90154, ANCHORAGE, AK 99509-0154, 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 SCOPE OF WORK

Attorney shall act as a hearing officer in a specific matter, presiding as the adjudicator of the issues, and will render written Findings and a written Decision in the matter.

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 March 28, 2018 and terminate December 31, 2018.
- (B) Upon delivery of written notice to the Attorney, this contract may, without liability of 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 the rate of \$250.00 per 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).
- (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, the Attorney will be reimbursed for reasonable travel expenses that are supported by receipts and that are pre-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

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

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 the 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

- (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 is subject to the other provisions of AS 24.60 as indicated by AS 24.60.112.
- (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) Nancy J. Nolan, the lead lawyer on this matter, shall have the primary relationship with the Committee. Unless otherwise agreed to or directed by the Committee, Nancy J. Nolan shall be the only lawyer who communicates directly with the Committee.

CLAUSE XVI – AUTHORIZATION; CERTIFICATION

Execution of this contract was authorized by the Chair of the Select Committee on Legislative Ethics on March 28, 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. Availability of funds to pay for work performed from July 1, 2018 through December 31, 2018 is contingent upon appropriation of funds for the next fiscal year. If, in the judgment of the certifying authority for this contract, sufficient funds are not appropriated for the appropriate fiscal year, the contract will be terminated by the Committee under Clause II (B) or amended."

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:

NANCY J. NOLAN
DBA NANCY J NOLAN
RESOLUTION SERVICES

Redacted for privacy

Nancy J. Nolan Date
Sole Proprietor
Tax Identification No.: xxx-xx-xxxx
Alaska Business License: 1003892

CERTIFYING AUTHORITY:

Jessica Geary Date
Executive Director
Legislative Affairs Agency

COMMITTEE:

SELECT COMMITTEE ON
LEGISLATIVE ETHICS

Redacted for privacy

4/9/18

Dennis "Skip" Cook, Chair Date
Select Committee on Legislative Ethics
Procurement Officer

APPROVED AS TO FORM:

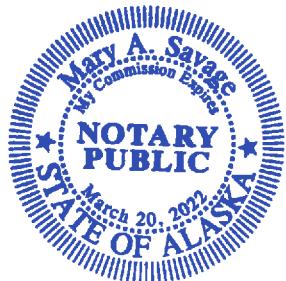
Redacted for privacy

4-9-18
Date

STATE OF ALASKA)
Third JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on the 13th day of April, 2018, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared NANCY J. NOLAN, known to me and to me known to be the individual named in and who executed the above contract on behalf of NANCY J. NOLAN RESOLUTION SERVICES, and who acknowledged to me that he/she executed the contract as the free and voluntary act and deed of his/her principal for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day, month and year first above written.



Redacted for privacy

Notary Public in and for Alaska
My commission expires: 3/20/2022

STATE OF ALASKA)
Fourth JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on the 9 day of April, 2018, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared DENNIS COOK, known to me and to me known to be the individual named in and who executed the above contract as the CHAIR OF SELECT COMMITTEE ON LEGISLATIVE ETHICS, and he/she acknowledged to me that he/she executed the contract as the free and voluntary act and deed of his/her principal for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day, month and year first above written.



Redacted for privacy

Notary Public in and for Alaska
My commission expires: April 13/18

STATE OF ALASKA

)

FIRST JUDICIAL DISTRICT

) ss.

)

THIS IS TO CERTIFY that on the _____ day of _____, 2018, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared JESSICA GEARY, known to me and to me known to be the individual named in and who executed the above Contract as the EXECUTIVE DIRECTOR of the STATE OF ALASKA LEGISLATIVE AFFAIRS AGENCY, and she acknowledged to me that she executed the Contract as the free and voluntary act and deed of her principal for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day, month and year first above written.

Notary Public in and for Alaska
My commission expires: _____

Alaska State Legislature

Select Committee on Legislative Ethics

745 W. 4th Ave., Suite 415
Anchorage, AK 99501
Phone: (907) 269-0150
FAX: (907) 269-0152
Email: ethics.committee@akleg.gov
Website: <http://ethics.akleg.gov>

Mailing Address:
P.O. Box 90251
Anchorage, AK
99509 – 0251

AGENDA

2017 Legislative Ethics Training

**Presenter: Jerry D. Anderson, Administrator,
Select Committee on Legislative Ethics**

9:00 - 9:30: Welcome

Segment One: Introduction, Definitions, Who is Covered under the Ethics Act

9:30 - 10:00: Segment Two: Gifts, Conflict of Interest

10:00 - 10:15: Break

10:15 - 10:45: Segment Three: Other Ethical Issues

10:45 - 11:15: Segment Four: Ethics Rules Specific to Legislators and Staff

2015 LEGISLATIVE ETHICS TRAINING SCHEDULE

WHO	DATE	TIME	LOCATION
New and Returning Non-Partisan Staff (LAA, Leg Audit, Finance, Etc.)	Tuesday, January 10	9:00 - 11:00	Juneau Gym
New and Returning Non-Partisan Staff (LAA, Leg Audit, Finance, Etc.)	Tuesday, January 10	2:00 - 4:00	Juneau Gym
Maintenance	Tuesday, January 10	4:00PM - 5:00PM	
NEW LEGISLATORS ONLY	Wednesday, January 11	1:30 pm - 4:30 pm	Juneau TMOB Rm 104
*Open to any available returning staff.	Thursday, January 12	9:00 am - 11:00 am	Juneau Beltz Room - Thomas Stewart Building
New Staff working for the House and Senate	Friday, January 13	8:30 am - 12:00 Noon	Juneau - TMOB Gym
Returning Staff Only	Tuesday, January 17	1:30 - 3:30	Juneau Beltz Room - Thomas Stewart Building
Returning Legislators	Wednesday, January 18	8:30 am - 10:30 am	Juneau Butrovich-Fahrenkamp Room
Returning Staff	Wednesday, January 18	1:30pm - 3:30 pm	Gym
Returning Staff	Thursday, January 19	8:30 am - 10:30 am	Gym
Returning Staff	Thursday, January 19	1:30 pm - 3:30 pm	Gym
Returning Legislators, Leg. Ethics Committee Public Members	Monday, January 23	1:30 - 3:30	Juneau Beltz Room - Thomas Stewart Building
*Make-Up, Additional New Legislative Employees.	Wednesday, January 25	8:30am - 11:30am	Juneau Butrovich - Fahrenkamp Room
Final Face-to-Face & Teleconference	Tuesday, February 7	9:00 am - 11:00 am	Anchorage LIO Conference Room

2015 LEGISLATIVE ETHICS TRAINING SCHEDULE

WHO	DATE	TIME	LOCATION
New and Returning Non-Partisan Support Staff (Such as, LAA Admin, Leg Audit Div, Finance Div, Ombudsman, and Victims' Rights)	TUESDAY, JANUARY 13	9:00AM - 11:00AM	Centennial Hall
New and Returning Non-Partisan Support Staff (Such as, LAA Admin, Leg Audit Div, Finance Div, Ombudsman, and Victims' Rights)	TUESDAY, JANUARY 13	2:00PM - 4:00PM	Centennial Hall
New Legislators only	WEDNESDAY, JANUARY 14	1:30PM - 4:30PM	TBD
New & Returning Staff working for the House and Senate	THURSDAY, JANUARY 15	1:00PM - 4:30PM	Centennial Hall
Returning Legislators	MONDAY, JANUARY 19	2:00PM - 4:00PM	Capitol—Butrovich/Fahrenkamp
Returning Legislators	TUESDAY, JANUARY 20	8:30AM - 10:30AM	Capitol—Butrovich/Fahrenkamp
Staff working for the House and Senate (Open to those who were unable to attend the January 15th training)	THURSDAY, JANUARY 22	9:00AM - 11:30AM	TBD
Staff working for the House and Senate (Open to those who were unable to attend the January 15th training)	FRIDAY, JANUARY 23	1:00PM - 3:30PM	TBD
Anchorage LIO with other LIOs attending by teleconference	MONDAY, FEBRUARY 9	9:00AM - 12:00PM	Anchorage LIO/Teleconference
Juneau with other LIOs attending by teleconference	WEDNESDAY, FEBRUARY 11	1:30PM - 4:30PM	State Affairs, Room 106
Juneau maintenance staff	WEDNESDAY, FEBRUARY 11	4:00PM - 5:00PM	State Affairs, Room 106