

**ALASKA STATE LEGISLATURE  
HOUSE RULES STANDING COMMITTEE**

January 30, 2001

3:06 p.m.

**MEMBERS PRESENT**

Representative Pete Kott, Chairman  
Representative Brian Porter  
Representative Vic Kohring  
Representative Carl Morgan  
Representative Lesil McGuire  
Representative Ethan Berkowitz  
Representative Reggie Joule

**MEMBERS ABSENT**

All members present

**COMMITTEE CALENDAR**

REVISION AND RENEWAL OF STATE CONTRACT

-CONTRACT APPROVED

**PREVIOUS ACTION**

No previous action to record

**WITNESS REGISTER**

PAM VARNI, Executive Director  
Legislative Affairs Agency  
Terry Miller Building, Room 217  
Juneau, Alaska 99801-1182  
POSITION STATEMENT: Discussed Ron Somerville's contract.

TED POPELY, Majority Legal  
Office Senate/House  
Capitol Building, Room 116  
Juneau, Alaska 99801-1182  
POSITION STATEMENT: Discussed Ron Somerville's contract.

**ACTION NARRATIVE**

TAPE 01-1, SIDE A  
Number 0001

CHAIRMAN PETE KOTT called the House Rules Standing Committee meeting to order at 3:06 p.m. Members present at the call to order were Representatives Kott, Porter, Morgan, McGuire, Berkowitz, and Joule. Representative Kohring arrived as the meeting was in progress.

REVISION AND RENEWAL OF STATE CONTRACT

Number 0008

CHAIR KOTT announced the committee would review the contractual relationship between the House of Representatives [Alaska State Legislature] and Mr. Ron Somerville. This review was necessary because the current contract has risen above the \$25,000 threshold this year, as it has in years past. He mentioned that Mr. Somerville's immediate supervisor/project coordinator, Ted Popely, was available via teleconference.

PAM VARNI, Executive Director, Legislative Affairs Agency, informed the committee that she was present primarily to answer any questions members might have. She verified that Mr. Somerville had been providing contractual services to the legislature for a number of years. She noted that sufficient funds, in session expenses, are available under the House and Senate Rules Committee budgets for professional service contracts. In response to Chair Kott, Ms. Varni confirmed that Mr. Somerville is working outside of the previously agreed upon contract. She informed the committee that Mr. Somerville's last contract terminated on January 20, 2001. In further response to Chair Kott, Ms. Varni confirmed that Mr. Somerville's contract is similar to his previous contracts.

Number 049

CHAIR KOTT asked if all the money was expended from the previous contract.

MS. VARNI replied no, as the contract has been amended over time. For example, the contract that Mr. Somerville terminated [we'll] be releasing \$20,000 from that contract amount. She specified that Mr. Somerville's previous contract began in January 20, 1999, for a total of \$100,000. Therefore, she estimated that Mr. Somerville's 1999 and 2000 contract [earnings] worked out to approximately \$40,000 per year.

REPRESENTATIVE PORTER informed the committee that the House Rules Committee started Mr. Somerville's contract some years ago. The funding for the contract is shared jointly by the Senate and the House of Representatives as is the case with Ted Popely and Emil Notti. This team of three will review federal issues and lawsuits that require the legislature's involvement. He indicated that the Senate will probably deal with Mr. Notti's contract.

Number 088

REPRESENTATIVE JOULE inquired as to the work product of Mr. Somerville.

REPRESENTATIVE PORTER pointed out that Mr. Somerville submits a monthly work product report to both presiding officers. Mr. Somerville's work basically deals with issues and lawsuits that mix with the federal law, such as the Endangered Species Act.

REPRESENTATIVE JOULE asked if Mr. Somerville's monthly reports were available upon request.

REPRESENTATIVE PORTER answered in the affirmative.

Number 109

REPRESENTATIVE JOULE asked if Mr. Somerville works for the legislature or the Majority.

CHAIR KOTT explained that Mr. Somerville really works for the legislature since he is funded out of the legislature's budget. Chair Kott noted that Mr. Somerville works under Mr. Popely, the Project Director, who is online.

Number 132

REPRESENTATIVE BERKOWITZ referred to "Exhibit A" of Mr. Somerville's professional services contract. "Exhibit A" states, "The Senate Rules Committee is using the other person who has the capability to do this work, so that person is not available for this contract." Representative Berkowitz inquired as to who "the other person" is.

REPRESENTATIVE PORTER deferred to Mr. Popely; however, he guessed that language referred to Mr. Notti.

TED POPELY, Majority Legal, Office Senate/House, confirmed that "the other person" is Mr. Notti.

REPRESENTATIVE BERKOWITZ asked how the determination was made that [Mr. Somerville] was the only other person with the capability to do this work.

MR. POPELY said it is a subjective determination and many factors come into play with such a determination, such as work goals and experience level. Mr. Popely remarked that Mr. Somerville uniquely qualifies for the services that he provides.

Number 163

REPRESENTATIVE BERKOWITZ asked if there is a requirement to put this contract out to bid.

MR. POPELY replied no.

REPRESENTATIVE BERKOWITZ asked if Mr. Somerville and Mr. Notti approached Mr. Popely or vice versa. He also asked if any other people approached Mr. Popely.

MR. POPELY said, "The approach is -- I can't give you an answer to that, I approach him ten times a day because we currently work with him on contract. The discussion certainly went along the lines of 'The Majority and the Leadership would like to continue your contract; are you interested in doing the work?' The answer was yes and the decision was made to bring it to the committee's attention for renewal."

CHAIR KOTT remarked that it is probably the best course of action in order to maintain continuity.

REPRESENTATIVE PORTER pointed out that the committee has before it the approval or disapproval of Mr. Somerville's contract.

Number 180

REPRESENTATIVE JOULE asked if [Mr. Somerville's] contract would be considered a sole source contract.

MS. VARNI explained that since the contract is below the \$50,000 threshold, a sole source justification is not needed per the procurement procedures. Once the contract exceeds \$50,000, then procurement and solicitation would be necessary unless sole source justification was received.

REPRESENTATIVE BERKOWITZ asked if there are some additional benefits [with this contract].

MS. VARNI answered that [the contract] does exclude reimbursement for expenses. She clarified that reimbursement for expenses does not include the professional services, which may reach \$50,000.01. She did not recall Mr. Somerville having very high expenses.

Number 211

REPRESENTATIVE KOHRING questioned what work Mr. Somerville is performing that could be performed by legislative staff, legal counsel, or Legal Services. He explained that he is trying to determine whether Mr. Somerville's contract is an appropriate expenditure.

MR. POPELY acknowledged that Mr. Somerville could be made a staff member for the legislature. However, he believed that Ms. Varni would confirm that such action would substantially increase the costs for his services. Mr. Popely assured the committee that Mr. Somerville's work has been utilized by the vast majority of the legislators, both Majority and Minority members. Mr. Somerville possesses unique knowledge and experience and thus a sole source requirement would merely be an exercise, in Mr. Somerville's case. Mr. Popely informed the committee that Mr. Somerville has a lifetime with federal and state issues.

Number 244

REPRESENTATIVE KOHRING said that he didn't doubt Mr. Somerville's ability. However, he wanted to be comfortable with this expenditure. Representative Kohring asked if Mr. Somerville's position is full-time.

MR. POPELY specified that Mr. Somerville is not a full-time employee, that is he is not a state employee. Mr. Somerville is a contract employee, who provides his own office and phone. However, Mr. Somerville is full-time in the sense that he is available, around the clock, during the interim and the session. Mr. Popely informed the committee that Mr. Somerville bills by the hour at a rate of approximately \$50 per hour. Furthermore, Mr. Somerville can only bill [a maximum of] eight hours per day. Mr. Popely assured the committee that Mr. Somerville works well beyond the hours for which he bills the state.

Number 284

REPRESENTATIVE JOULE asked if Mr. Somerville advocated the state's position - rural versus Native - when he was involved with the passage of ANILCA.

MR. POPELY said he believes the answer would be no as Mr. Somerville was not present as an advocate. Mr. Somerville was primarily involved in locating various federal land masses in [ANILCA]. Mr. Somerville worked with the Department of Interior and [Alaska's] congressional delegation in identifying what issues the state needed to protect and support the passage of ANILCA, which included the designation of certain wilderness areas, parks, monuments, and assuring adequate access to those. Therefore, Mr. Popely related his belief that Mr. Somerville has more knowledge of ANILCA than anyone else he knew or had worked with. In further response to Representative Joule, Mr. Popely said that Mr. Somerville didn't work on Title VIII.

REPRESENTATIVE JOULE asked if Mr. Somerville worked on behalf of the legislature on the Venetie and Katie John cases.

MR. POPELY answered that Mr. Somerville advised on the Venetie and Katie John cases.

Number 320

REPRESENTATIVE PORTER moved that the committee approve the extension of the contract for Ron Somerville.

REPRESENTATIVE JOULE objected.

A roll call vote was taken. Representatives Porter, Morgan, McGuire, and Kott voted in favor of the approval of Mr. Somerville's contract. Representatives Kohring, Berkowitz, and Joule voted against the approval of Mr. Somerville's contract. Therefore, the House Rules Standing Committee approved Mr. Somerville's contract by a vote of 4-3.

#### **ADJOURNMENT**

There being no further business before the committee, the House Rules Standing Committee meeting was adjourned at 3:27 p.m.