

**ALASKA STATE LEGISLATURE
HOUSE RULES STANDING COMMITTEE**

April 10, 2003
10:10 a.m.

MEMBERS PRESENT

Representative Norman Rokeberg, Chair
Representative Pete Kott
Representative John Coghill
Representative Lesil McGuire
Representative Carl Morgan
Representative Ethan Berkowitz
Representative Beth Kerttula

MEMBERS ABSENT

All members present

COMMITTEE CALENDAR

HOUSE BILL NO. 120

"An Act excluding service contracts from regulation as insurance; and providing for an effective date."

- MOVED CSHB 120(RLS) OUT OF COMMITTEE

HOUSE CONCURRENT RESOLUTION NO. 7

Proposing an amendment to the Uniform Rules of the Alaska State Legislature relating to executive sessions of legislative bodies; and providing for an effective date for the amendment.

- MOVED CSHCR 7(RLS) OUT OF COMMITTEE

HOUSE CONCURRENT RESOLUTION NO. 16

Proposing amendments to the Uniform Rules of the Alaska State Legislature providing that the 2000 edition of "Mason's Manual of Legislative Procedure" shall implement the rules; and providing for an effective date for the amendments.

- MOVED CSHCR 16(RLS) OUT OF COMMITTEE

PREVIOUS ACTION

BILL: HB 120

SHORT TITLE: SERVICE CONTRACT SALES ARE NOT INSURANCE

SPONSOR(S): REPRESENTATIVE(S) COGHILL

Jrn-Date	Jrn-Page		Action
02/24/03	0286	(H)	READ THE FIRST TIME - REFERRALS
02/24/03	0286	(H)	L&C
03/05/03		(H)	L&C AT 3:15 PM CAPITOL 17
03/05/03		(H)	Heard & Held
03/05/03		(H)	MINUTE(L&C)
03/12/03		(H)	L&C AT 4:00 PM CAPITOL 17
03/12/03		(H)	Heard & Held
03/12/03		(H)	MINUTE(L&C)
03/19/03		(H)	L&C AT 3:15 PM CAPITOL 17
03/19/03		(H)	Moved CSHB 120(L&C) Out of Committee
03/19/03		(H)	MINUTE(L&C)
03/20/03	0602	(H)	L&C RPT CS(L&C) NT 4DP 1NR
03/20/03	0602	(H)	DP: DAHLSTROM, ROKEBERG, LYNN, ANDERSON
03/20/03	0602	(H)	NR: GUTTENBERG
03/20/03	0602	(H)	FN1: ZERO(H.L&C/CED)
03/25/03		(S)	MINUTE(L&C)
04/10/03		(H)	RLS AT 10:00 AM BUTROVICH 205

BILL: HCR 7

SHORT TITLE:UNIFORM RULES: EXECUTIVE SESSIONS

SPONSOR(S): STATE AFFAIRS

Jrn-Date	Jrn-Page		Action
02/18/03	0229	(H)	READ THE FIRST TIME - REFERRALS
02/18/03	0229	(H)	RLS
04/10/03		(H)	RLS AT 10:00 AM BUTROVICH 205

BILL: HCR 16

SHORT TITLE:UNIFORM RULES; MASON'S MANUAL EDITION

SPONSOR(S): RLS

Jrn-Date	Jrn-Page		Action
04/04/03	0768	(H)	READ THE FIRST TIME - REFERRALS
04/04/03	0768	(H)	RLS
04/10/03		(H)	RLS AT 10:00 AM BUTROVICH 205

WITNESS REGISTER

RYNNIEVA MOSS, Staff
to Representative John Coghill
Alaska State Legislature

Juneau, Alaska

POSITION STATEMENT: Testified on behalf of the sponsor of HB 120, Representative Coghill.

TAMARA COOK, Director
Legislative Legal and Research Services
Legislative Affairs Agency
Juneau, Alaska

POSITION STATEMENT: Provided legal advice on HCR 7 and HCR 16.

PAMELA VARNI, Executive Director
Legislative Affairs Agency
Juneau, Alaska

POSITION STATEMENT: During discussion of HCR 16, explained difficulties related to using 1979 edition of the "Mason's Manual of Legislative Procedure."

ACTION NARRATIVE

TAPE 03-2, SIDE A

Number 0001

CHAIR NORMAN ROKEBERG called the House Rules Standing Committee meeting to order at 10:10 a.m. Representatives Rokeberg, Kott, Coghill, McGuire, Morgan, and Berkowitz were present at the call to order. Representative Kerttula arrived as the meeting was in progress.

HB 120-SERVICE CONTRACT SALES ARE NOT INSURANCE

CHAIR ROKEBERG announced that the first order of business would be HOUSE BILL NO. 120, "An Act excluding service contracts from regulation as insurance; and providing for an effective date."

Number 0080

REPRESENTATIVE MCGUIRE moved to adopt CSHB 120, Version 23-LS0537\V, Ford, 4/8/03, as the working document. There being no objection, Version V was before the committee.

Number 0125

RYNNIEVA MOSS, Staff to Representative John Coghill, Alaska State Legislature, testified on behalf of the sponsor, Representative Coghill. Ms. Moss explained that HB 120 basically exempts service contracts from state statute. [The Division of Insurance] was concerned that some premium taxes now

collected for home warranties would be lost. Therefore, HB 120 was amended such that those premium taxes on home warranties will continue to be collected by the division, however, those selling home warranties won't be required to be licensed to sell insurance. She noted that there are two amendments for the committee to consider. [Amendment 1] reads as follows:

Page 2, line 18:

DELETE: ", or a part of the household structure"

INSERT: after "system,", insert "or"

Line 18 would then read:

"limited to a household system or appliance."

MS. MOSS explained that [Amendment 1] should solve the concerns that the Division of Insurance has with regard to conflict between home service contracts and home warranties.

Number 0248

REPRESENTATIVE McGUIRE moved that the committee adopt Amendment 1. There being no objection, it was so ordered.

MS. MOSS offered Amendment 2, which read:

Page 2, line 19.

Insert:

(3) is not a contract of insurance under Alaska law.

MS. MOSS explained that Amendment 2 adds the above provision to explain that under Alaska law a service contract isn't a contract of insurance. In response to Representative Berkowitz, Ms. Moss clarified that Amendment 2 would add paragraph (3) under Section 1 and thus Section 2 would move down.

REPRESENTATIVE McGUIRE moved that the committee adopt Amendment 2.

REPRESENTATIVE BERKOWITZ objected. He then inquired as to the [definition]of a contract of insurance and asked what attaches when a contract of insurance exists.

MS. MOSS informed the committee that [Amendment 2] was a suggestion from an attorney who is dealing with service contracts throughout the country. She related her understanding

that [Amendment 2] attempts to clarify that service contracts are much different from actual contracts of insurance. Insurance covers repair or replacement from perils such as fires, earthquakes, et cetera whereas service contracts cover repair or replacement from faulty parts or normal wear and tear.

REPRESENTATIVE COGHILL pointed out that this is an explicit clarification.

Number 0439

REPRESENTATIVE BERKOWITZ asked if there is a problem that this legislation is attempting to rectify.

MS. MOSS replied yes. She explained that there are people selling service contracts who are unaware of the fact that the Division of Insurance has, for at least eight years, interpreted service contracts as insurance and [the seller] should have a license to sell insurance. When someone purchases an appliance or radio from Fred Meyer and the cashier asks if the consumer wants an extended warranty or service contract, the [business] is actually violating state statute.

REPRESENTATIVE BERKOWITZ inquired as to the special protections that the consumer would receive when the service contract is considered insurance.

MS. MOSS answered that she wasn't sure there were any special protections because the only folks aware that the service contracts are supposed to be insurance is the Division of Insurance. In further response to Representative Berkowitz, Ms. Moss specified that this problem was brought forward by some of the folks selling these service contracts. The sellers of these service contracts don't feel that they are selling insurance or covering the recovery of damages from natural disasters or other areas covered under insurance.

CHAIR ROKEBERG interjected that this legislation is for a service contract that has legal protections under the contract not as insurance. This legislation attempts to draw a bright line between what's insurance and what's a contract obligation.

MS. MOSS, in response to Representative Berkowitz, explained that the language in HB 120 is patterned after language that has been adopted by about six states. This [delineation between service contracts and insurance] is a nationwide trend.

REPRESENTATIVE BERKOWITZ said that he was unclear with regard to what the term "contract of insurance" means. As a term of art, "contract of insurance" could include product warranties, he said.

MS. MOSS said that perhaps the language [in Amendment 2] should say, "a service contract is not insurance in Alaska law." She noted that insurance is regulated by Title 21.

Number 0687

LINDA HALL, Director, Division of Insurance, Department of Community & Economic Development (DCED), said that the things covered [in this legislation] for service contracts are perils that aren't typically covered in an insurance contract, such as wear and tear, mechanical failure, and power surges. Normally, an insurance policy includes a list of perils that is really the insurance contract and those perils are different than those covered by the service contract.

REPRESENTATIVE BERKOWITZ posed a situation in which a business sought to insure its computers against power surges. He asked if there would be a conflict if the business had an insurance contract with an insurance company for that purpose. In other words, would the business purchase a service contract from an insurance company, he asked.

MS. HALL replied no. Generally, insurance specifically excludes power surges, she noted. She agreed that there is nothing excluding the business from purchasing insurance [that includes] power surges. However, she said that she wasn't aware of insurance companies that sell coverage for power surges.

REPRESENTATIVE BERKOWITZ pointed out that one could purchase insurance for defects in materials, workmanship, or normal wear and tear, all of which he characterized as fairly standard [coverage under insurance].

MS. HALL pointed out that typically [coverage for defects in materials, workmanship, or normal wear and tear] are specifically excluded in a standard insurance policy. Your personal computer would be covered under the homeowner's policy.

REPRESENTATIVE BERKOWITZ surmised that if a service contract is defined as [specified in HB 120], would there be the risk that a personal computer at home wouldn't be covered under the

homeowner's insurance because [the personal computer] is now excluded as part of the service contract.

MR. HALL answered that she didn't believe that it would have an effect on changing exclusions on a homeowner's contract.

The committee took an at-ease from 10:32 a.m. to 10:34 a.m.

Number 0885

REPRESENTATIVE BERKOWITZ informed the committee that insurance is defined in AS 21.90.900(23), which reads: "(23) "insurance" means a contract whereby one undertakes to indemnify another or pay or provide a specified or determinable amount or benefit upon determinable contingencies". He expressed concern that the definition of the service contract excludes insurance and if there is an inconsistency between the definitions of service contract and insurance, there may be ambiguities in the law.

CHAIR ROKEBERG related that subsection (e) is basically the bill. This is an attempt to define what is and is not insurance, he explained.

REPRESENTATIVE COGHILL remarked that the language proposed in [Amendment 2] is really to specify what a service contract is not.

CHAIR McGUIRE related her initial thought to insert the phrase "a service contract is not a contract of insurance under Alaska law". However, now she realizes that the [language suggested in Amendment 2] does modify the earlier definition of service contract and thus is appropriate. She noted that she maintained her motion to adopt Amendment 2.

Number 0998

REPRESENTATIVE BERKOWITZ withdrew his objection to Amendment 2. However, he requested that the department review whether there are legal issues that would arise from incompatible definitions of service contracts and insurance.

REPRESENTATIVE COGHILL assured the committee that if there are incompatibilities he would work on [correcting them].

There being no further objection, Amendment 2 was adopted.

Number 1034

REPRESENTATIVE KERTTULA expressed concern with regard to the definition of household structure excluding insurance for home warranties. She pointed out that the language seems broad and makes her nervous.

CHAIR ROKEBERG pointed out that the committee adopted Amendment 1, which should address her concern.

REPRESENTATIVE BERKOWITZ highlighted that [with the adoption of Amendment 1] home warranty now means a warranty that covers the entire home.

CHAIR ROKEBERG agreed.

REPRESENTATIVE BERKOWITZ surmised then that [the home warranty wouldn't include] a roof, foundation, or floor.

CHAIR ROKEBERG clarified that those could be service contracts that stand alone or could be part of a home warranty. The idea is to allow home warranties to remain as insurance products while the component parts [falls under] a service contract.

REPRESENTATIVE BERKOWITZ related his belief that the entire home is an aggregate of its component parts.

REPRESENTATIVE KERTTULA pointed out that the language specifies that a service contract doesn't include the home warranty that covers the entire home. She inquired as to the statutory definition of "household system."

REPRESENTATIVE COGHILL highlighted that subparagraphs (A)-(C) [under Section 1] describe what is intended by service contract and thus would be the direction for determining the systems [included].

MS. MOSS noted that there was some thought to listing household systems. However, Legislative Legal and Research Services was concerned that such a list might exclude something [merely] by not including it on the list.

CHAIR ROKEBERG remarked that this [legislation] will rely on common sense.

Number 1296

REPRESENTATIVE KERTTULA said she understood the intent, but pointed out that the language on page 2, lines 7-8 sort of confuses it. She offered to work with the sponsor.

REPRESENTATIVE BERKOWITZ offered to work with the sponsor with regard to the entire home being an aggregate of all the household systems.

REPRESENTATIVE COGHILL said that he was willing to entertain discussions on these matters. However, he reminded the committee that these things will be addressed in contractual language. [This legislation] attempts to address what will be regulated.

CHAIR MCGUIRE noted that on page 2, lines 26-27, "home warranty" is not included and "home warranty" does have a statutory definition.

Number 1906

REPRESENTATIVE MCGUIRE moved that the committee adopt the House Rules Standing Committee fiscal note. There being no objection, it was so ordered.

REPRESENTATIVE MCGUIRE moved to report CSHB 120, Version 23-LS0537\V, Ford, 4/8/03, as amended out of committee with individual recommendations and the accompanying fiscal notes. There being no objection, CSHB 120(RLS) was reported from the House Rules Standing Committee.

HCR 7-UNIFORM RULES: EXECUTIVE SESSIONS

CHAIR ROKEBERG announced that the next order of business would be HOUSE CONCURRENT RESOLUTION NO. 7, Proposing an amendment to the Uniform Rules of the Alaska State Legislature relating to executive sessions of legislative bodies; and providing for an effective date for the amendment.

Number 1950

REPRESENTATIVE BRUCE WEYHRAUCH, Chair, House State Affairs Standing Committee, Alaska State Legislature, testified as the Chair of the House State Affairs Standing Committee, the sponsor of HCR 7. Representative Weyhrauch said that he introduced HCR 7 based on his experience in the House State Affairs Standing Committee in regard to dealing with an overview of homeland security. In working the homeland security issue with the

committee and the administration, he said he had asked Tamara Cook, Director, Legislative Legal and Research Services, to put together a legal basis for the House State Affairs Standing Committee to go into executive session because there was nothing in the legislative rules that allowed discussion of matters of homeland security during an executive session.

REPRESENTATIVE WEYHRAUCH explained that the House State Affairs Standing Committee went into executive session based on a couple of Alaska Statutes and the desire to have a secure and confidential overview of homeland security. The review of homeland security issues in Alaska is a tense matter involving almost every agency of the state as well as private sector groups such as the pipeline, the Alaska Marine Highway System, the U.S. Coast Guard, private security firms, power companies, et cetera. The committee wanted to add something to the Uniform Rules that would allow committees to go into executive session. Therefore, HCR 7 amends Uniform Rule 22(b) to allow paragraph (4), which reads: "discussion of a matter that affects the security of the state or nation, or that affects the security of a governmental unit or agency."

REPRESENTATIVE BERKOWITZ noted his support of Representative Weyhrauch's effort in this regard. It's preferable to provide more clarity with regard to when committee's can go into executive session as well as the reasons for doing so, he said.

Number 1627

REPRESENTATIVE KERTTULA expressed concern that the language of new paragraph (4) seems fairly broad. She asked if any thought had been given to adding the modifier "adversely" before "affects".

TAMARA COOK, Director, Legislative Legal and Research Services, Legislative Affairs Agency, said that she wasn't sure "adversely affects" would accomplish what Representative Kerttula wants. Perhaps, the language should read "discussion of a matter the public knowledge of which would adversely effect"

REPRESENTATIVE KERTTULA agreed that Ms. Cook's suggestion would be more appropriate. She inquired as to the sponsor's reaction.

REPRESENTATIVE WEYHRAUCH said that there is an important balance between doing the public's business in the open and having enough information as a policy body to hear confidential matters to make policy beneficial to the public.

Number 1789

REPRESENTATIVE KERTTULA discussed a conceptual amendment that would change paragraph (4) to read as follows: "discussion of a matter that the public knowledge of which would adversely affect the security of the state or nation, or that adversely affects the security of the governmental unit or agency."

CHAIR ROKEBERG remarked that the word "adversely" isn't necessary because there are other principles at work.

REPRESENTATIVE KERTTULA disagreed and related her belief that inclusion of "adversely" is important.

Number 1812

REPRESENTATIVE COGHILL pointed out that paragraph (1) under Section 1(b) uses the word "adversely". However, he wasn't aware of areas in which a committee would want to go into executive session when there wasn't an adverse affect with regard to the topic of security.

REPRESENTATIVE WEYHRAUCH said that paragraph (4) could be conceptually amended to read: "for discussion of a matter the public knowledge of would adversely affect the security of the state or nation or adversely affect the security of a governmental unit or agency."

REPRESENTATIVE KERTTULA moved that the committee adopt the conceptual amendment stated by Representative Weyhrauch. There being no objection, the conceptual amendment was adopted.

Number 1901

REPRESENTATIVE McGUIRE moved to report HCR 7 as amended out of committee with individual recommendations and the accompanying fiscal notes. There being no objection, CSHCR 7(RLS) was reported from the House Rules Standing Committee.

HCR 16-UNIFORM RULES; MASON'S MANUAL EDITION

CHAIR ROKEBERG announced that the last order of business would be HOUSE CONCURRENT RESOLUTION NO. 16, Proposing amendments to the Uniform Rules of the Alaska State Legislature providing that the 2000 edition of "Mason's Manual of Legislative Procedure"

shall implement the rules; and providing for an effective date for the amendments.

CHAIR ROKEBERG spoke as the chair of the House Rules Standing Committee, the sponsor of HCR 16. He said that he wanted to bring this issue before the legislature because it's very important for members, particularly new members, to understand the rules and procedures of the body. Chair Rokeberg explained that currently the Alaska State Legislature is using the 1979 edition of "Mason's Manual of Legislative Procedure". The 1979 edition is out of print, and therefore the legislature's Print Shop has to print it. The 1989 and 2000 editions updated "Mason's Manual of Legislative Procedure" such that the language is more gender neutral and deletes references to other political subdivision bodies that may have used it. He indicated that any resistance to adopting the new edition is perhaps related to the comfort with the 1979 edition and reluctance to change.

Number 2029

PAMELA VARNI, Executive Director, Legislative Affairs Agency, agreed with the aforementioned difficulty in printing the 1979 edition. She noted that there is a zero fiscal note because back in 2000 100 copies were purchased. About half of those have been distributed; copies have been distributed to the House, the Chief Clerk, and the Senate Secretary. The manual still needs to be distributed to the Legislative Information Offices (LIO) and the Senate. There should be a few extras, she said. In checking with the National Council of State Legislatures (NCSL), there are about 70 chambers, she related, that use "Mason's Manual of Legislative Procedure". However, Alaska is probably the only chamber using the 1979 version. In response to Chair Rokeberg, Ms. Varni said that she didn't know the cost of printing the 1979 edition.

CHAIR ROKEBERG remarked that it's a fairly substantial undertaking to print the 1979 edition.

Number 2112

CHAIR ROKEBERG highlighted that under Rule 55 of the Uniform Rules of the Alaska State Legislature, the Uniform Rules govern and take precedent over "Mason's Manual of Legislative Procedure". Therefore, HCR 16 actually refers to an adoption of the changes to the Uniform Rules. He related his belief in the importance of moving into the 21st century with the 2000 edition.

REPRESENTATIVE COGHILL noted his reluctance to change and explained that he had tried to find any place in the 2000 edition that would have a shift in power. However, he acknowledged that the Uniform Rules probably more specifically address [the committee] make up. He said that to this point he hasn't been able to find a problem with the 2000 edition. After using both the 1979 and 2000 editions, he didn't believe that there would be much difficulty in changing to the 2000 edition.

CHAIR ROKEBERG pointed out that the article entitled "The Thoroughly Modern Mason's Manual" reviews the changes between the 1979 and 1989 editions, which is included in the committee packet. This article discussed somewhat strengthening the hand of the presiding officers, which Jack Chenoweth, Assistant Revisor of Statutes, reviews in his January 17, 2003, memorandum. From this memorandum, Chair Rokeberg said that he couldn't find any significant power changes other than the snap voting. Chair Rokeberg then referred to the [January 18, 2003] memorandum from Ms. Cook. In that memorandum, Ms. Cook points out that Section 650(5) of the 2000 edition adds an explicit requirement: "The rules governing meetings of committees also apply to subcommittees." Ms. Cook says, "Note that the provision might have the effect of requiring subcommittees to comply with meeting notice requirements, such as the 'preceding Thursday' rule now normally applied only to full committee meetings. See also paragraph (9) added in the 2000 version, limiting the power of a committee to take up a matter referred to a subcommittee." Chair Rokeberg expressed concern with regard to the aforementioned change because of the possible slowing of the process if subcommittees followed the Uniform Rules for notification.

TAMARA COOK, Director, Legislative Legal and Research Services, Legislative Affairs Agency, pointed out that the question of subcommittees is currently not addressed in the Uniform Rules. The word "subcommittee" isn't used in the Uniform Rules. She explained that the legislature's practice has been that subcommittees adhere to the principle of open meetings, although subcommittees don't generally comply with Uniform Rule 23, the notice requirements. The preceding Thursday rule is the most difficult for subcommittees. Ms. Cook related her experience that the legislature hasn't held subcommittees to [Uniform Rule 23] but have been held then to reasonable notice such that members know to attend and the public following the matter have some chance to attend the meeting.

MS. COOK pointed out that the Select Committee on Legislative Ethics is charged with forming guidelines for open meetings and have come forward with a series of guidelines. However, those guidelines have never been adopted by the legislature. She informed the committee that in all the guidelines she has seen, the guidelines treat subcommittees as strictly as the Uniform Rules are with committees. Still, Ms. Cook felt that would be difficult for the legislature to adhere to during the press of business. She indicated that if subcommittees follow the same notification rules as the standing committees, it will take a long time before the subcommittee could report back to the full committee in order for the full committee to act on the matter. Therefore, perhaps HCR 16 could also address the notice requirement for subcommittees in some fashion.

CHAIR ROKEBERG noted his understanding that the Uniform Rules as well as custom and tradition of the body can take precedent over "Mason's Manual of Legislative Procedure."

TAPE 03-2, SIDE B

CHAIR ROKEBERG said that he didn't want to create tension with the adoption of the 2000 edition. He asked if the 2000 edition would take precedent and require that subcommittees follow the same notice provisions as other committees if the Uniform Rules were silent on the matter.

MS. COOK answered that the argument could be made. She echoed earlier testimony that the Uniform Rules control. She explained, "The question is: given the fact that the Uniform Rules does not address the notice required of subcommittees but does address the notice requirement of committees, can one logically take the position that because our Uniform Rules specifically says 'committees shall provide the following notice' by implication that means that subcommittees do not have to follow it, and therefore the Uniform Rules preempt Mason's." She characterized it as a tenuous argument, although she said it wasn't an impossible ruling to see.

CHAIR ROKEBERG inquired as to Ms. Cook's recommendation. He said that it's not the committee's intention to slow the process. Should the Uniform Rules be amended to address this issue or should the record merely be left to stand, he asked.

MS. COOK responded that if the matter is left silent, the legislature will undoubtedly wrestle with this matter and solve it one way or another. Perhaps the Select Committee on Ethics

will eventually develop guidelines that address subcommittees in a more favorable fashion. If the committee is interested in proposing an amendment to the Uniform Rules, Ms. Cook proposed amending Uniform Rule 23 saying that Uniform Rule 23 notice requirements do not apply to subcommittees, but subcommittees shall provide reasonable public notice under the circumstances. Ms. Cook asked if while the notice requirements for subcommittees are being addressed, should she also address conference committees in the same manner. She pointed out that conference committees do, in fact, provide reasonable notice under the circumstances.

CHAIR ROKEBERG said that would be consistent with the legislature's practice.

MS. COOK said that she could easily draft a section specifying that subcommittees and conference committees shall give reasonable notice under the circumstances.

Number 2251

REPRESENTATIVE McGUIRE moved that the committee adopt a conceptual amendment stating, "Uniform Rule 23 does not apply to subcommittees and conference committees but that reasonable notice will be given under the circumstances." There being no objection, it was so ordered.

CHAIR ROKEBERG announced his intention to move this resolution today and bring it before the full body. He related his understanding from Representative Berkowitz that the Minority is conceptually in consent [with the passage of HCR 16]. He explained that the resolution has an effective date of July 2003 and thus taking it up this year will provide the membership an opportunity to familiarize themselves with the 2000 edition and transition before the next session.

REPRESENTATIVE McGUIRE noted her support of HCR 16. She related her belief that the 2000 edition is reflective of how legislatures currently conduct business.

CHAIR ROKEBERG mentioned that staff had suggested that perhaps an immediate effective date [for the change to] Uniform Rule 23 would be appropriate. However, he said he didn't believe it would be necessary because there shouldn't be any problem with the current rules. The issue would be created after the adoption of the 2000 edition.

MS. COOK agreed.

Number 2110

REPRESENTATIVE McGUIRE moved to report HCR 16 as amended out of committee with individual recommendations and the accompanying zero fiscal notes. There being no objection, CSHCR 16(RLS) was reported from the House Rules Standing Committee.

ADJOURNMENT

There being no further business before the committee, the House Rules Standing Committee meeting was adjourned at 11:06 a.m.