

HB

277

DIVISION OF LEGAL SERVICE

**LEGISLATIVE AFFAIRS AGENCY
STATE OF ALASKA**

(907) 465-3867 or 465-2450
FAX (907) 465-2029
Mail Stop 3101

130 Seward Street, Suite 409
Juneau, Alaska 99801-2105

MEMORANDUM

February 9, 1994

SUBJECT: Sectional Summary of CSHB 277(JUD) (Public employee legal defense and indemnification)

TO: Representative Brian Porter, Chair
House Judiciary Committee

FROM: Teresa B. Cramer *TBC*
Legislative Counsel

You have requested a sectional summary of the above-described bill. As a preliminary matter, note that a sectional summary of a bill should not be considered an authoritative interpretation of the bill and the bill itself is the best statement of its contents.

Section 1 adds a new chapter to the title that applies to public officers and employees.

Sec. 39.55.010 provides that a public employer shall provide legal defense and pay settlements and judgments for a public employee when the acts or omissions that form the basis for the claim or judgment occurred during the course of and within the scope of the public employee's employment.

Subsection (b) relieves the employer of the obligation to defend and indemnify if the employee acted with gross negligence or if the acts or omissions were the result of intentional or wilful misconduct. The employer is also excused from defending or indemnifying when the case involves a disciplinary, administrative or criminal matter brought against the employee or when the employee has been convicted of a criminal offense or terminated from employment because of the conduct. If the employee settles or compromises the claim or action before asking the public employer to provide a defense and indemnify the employee, the employer is also relieved of its obligations.

Under subsection (c), the requirement to provide a legal defense and indemnification applies unless a collective bargaining agreement that covers the public employee includes a provision for defense and indemnification.

Subsection (d) excuses the employer from paying punitive damages awarded against an employee.

Subsection (e) permits public employers to adopt policies requiring the employer to provide defense or indemnification or to pay punitive damages when the statute would not otherwise require the employer to do so.

Subsection (h) makes clear that former employees are entitled to the same treatment as current employees.

Sec. 39.55.020 requires the employee to notify the employer of the claim against the employee and make a good faith effort to cooperate in the defense and resolution of the claim or action. If the employer is providing or has been asked to provide a legal defense, subsection (b) prohibits the employee from settling the claim unless the employer approves. Subsection (c) permits the public employer to settle claims or actions without the employee's consent so long as the settlement resolves all the outstanding claims against the employee.

Sec. 39.55.030 sets out the employee's rights when the employer refuses to provide a legal defense. Under subsection (b), the employee may file an action for declaratory relief to secure legal defense from the employer. Subsection (c) addresses what happens if the employee settles the claim. Subsection (d) gives the employee one year after prevailing in a declaratory relief action against the employer or the entry of final judgment or dismissal in the underlying action to secure indemnification.

Sec. 39.55.040 addresses how the employer may provide a legal defense for an employee without promising to indemnify the employee if a judgment is entered against the employee.

Sec. 39.55.100 defines terms used in the chapter, including "employee," "employer," and "settlement."

TC:lmb
94-041.lmb

8-LS0989Q
Cramer
5/2/94

SENATE CS FOR CS FOR HOUSE BILL NO. 277(JUD)

IN THE LEGISLATURE OF THE STATE OF ALASKA

EIGHTEENTH LEGISLATURE - SECOND SESSION

BY THE SENATE JUDICIARY COMMITTEE

Offered:
Referred:

Sponsor(s): REPRESENTATIVE PORTER

A BILL

FOR AN ACT ENTITLED

1 "An Act relating to public employers defending and indemnifying public employees
2 and former public employees with respect to claims arising out of conduct that
3 is within the scope of employment."

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

5 * Section 1. AS 23.40.075 is amended to read:

6 Sec. 23.40.075. ITEMS NOT SUBJECT TO BARGAINING. The parties may
7 not negotiate terms contrary to

8 (1) the reemployment rights for injured state employees under
9 AS 39.25.158; [OR]

10 (2) the reemployment rights of the organized militia under
11 AS 26.05.075; or

12 (3) the rights of an employer to discharge an employee when the
13 entry of a final judgment has made the employer liable for damages as the result
14 of the negligence of the employee under AS 39.55.050.

1 * Sec. 2. AS 39 is amended by adding a new chapter to read:

2 CHAPTER 55. DEFENSE AND INDEMNIFICATION OF
3 PUBLIC EMPLOYEES.

4 Sec. 39.55.010. PUBLIC EMPLOYER'S DUTY TO PROVIDE DEFENSE.

5 (a) Except as otherwise provided in this chapter, a public employer shall provide legal
6 defense of civil claims against, and pay settlements and judgments including attorney
7 fees and costs entered against, a public employee when the claims, settlements, or
8 judgments are based on acts or omissions that occurred during the course and within
9 the scope of the employee's employment with the public employer.

10 (b) A public employer does not have an obligation to defend or indemnify if
11 the

12 (1) acts or omissions at issue were a result of gross negligence or
13 intentional or wilful misconduct on the part of the employee; however, a public
14 employer may not, based solely on an allegation of gross negligence or intentional or
15 wilful misconduct made by a party other than the public employer, withhold legal
16 defense in a civil action;

17 (2) claim or action involves a disciplinary, administrative, or criminal
18 matter brought against the employee or is an appeal from a disciplinary, administrative,
19 or criminal action;

20 (3) civil claim or action is based on conduct for which the employee
21 has been convicted of a criminal offense or terminated from employment by the public
22 employer; or

23 (4) public employee settled or compromised the claim or action before
24 requesting the public employer to provide legal defense or indemnification or while
25 a request for defense was pending.

26 (c) Except for AS 39.55.050, this chapter does not apply if a collective
27 bargaining agreement that covers the employee includes a provision for defense and
28 indemnification, in which case the terms of the collective bargaining agreement apply.

29 (d) A public employer does not have an obligation to pay an award for
30 punitive damages against an employee.

31 (e) A public employer may adopt an internal policy or enter into an agreement

1 with an employee that requires the employer to defend or indemnify the employee or
2 pay punitive damages in circumstances in which the employer would not otherwise
3 have an obligation to do so.

4 (f) Defense or indemnification provided to a public employee under this
5 chapter does not constitute a waiver, limitation, or expansion of sovereign immunity
6 or of other immunity.

7 (g) A public employer that is obligated to provide legal defense under this
8 chapter shall, through its designated legal counsel, provide legal services to the
9 employee. The public employer has the right to determine which attorney shall
10 represent the employee.

11 (h) This chapter applies to a former employee to the same extent as a current
12 employee.

13 Sec. 39.55.020. EMPLOYEE'S DUTIES WHEN REQUESTING DEFENSE
14 AND INDEMNIFICATION. (a) A public employer's obligation to defend and
15 indemnify an employee under this chapter arises only if

16 (1) the employee notifies the public employer in writing, in the manner
17 required by the employer, within 10 days after receipt of a claim, demand, or suit,
18 unless there is good cause for the employee's failure to provide timely or proper notice
19 and the employer has not been materially prejudiced; and

20 (2) the employee makes a good faith effort to cooperate in the defense
21 and resolution of the claim or action.

22 (b) An employee for whom a public employer has provided legal defense
23 under this chapter or who has a request for the provision of legal defense pending may
24 not settle the claim brought against the employee unless the public employer approves
25 the settlement.

26 (c) An employer who has provided legal defense and indemnification may
27 settle a claim or action without the consent of the employee so long as the settlement
28 resolves all the outstanding claims against the employee.

29 Sec. 39.55.030. EMPLOYEE'S RIGHTS WHEN EMPLOYER REFUSES TO
30 PROVIDE LEGAL DEFENSE. (a) If a public employer refuses to provide legal
31 defense for an employee, the employer shall provide the employee with written notice

1 of this decision within 60 days after receiving a request for legal defense from the
2 employee or service of the summons and complaint on the employee, whichever is
3 later. The notice must include a copy of this chapter.

4 (b) An employee whose employer refuses to provide legal defense under this
5 chapter may file an action for declaratory relief in superior court if the employee wants
6 the employer to provide legal defense. The employee must file the action for
7 declaratory relief within 30 days after the employee received a written notice of refusal
8 to defend from the employer.

9 (c) If an employee who has been denied legal defense settles the claim or
10 action without filing a declaratory relief action under (b) of this section, the employee
11 waives any right to defense or indemnification. If the employee files a declaratory
12 relief action under (b) of this section, the employee may settle the claim for a
13 reasonable amount without the employer's consent.

14 (d) If an employee prevails in a declaratory relief action against the employer,
15 the employee may bring an action for indemnification no later than one year after the
16 final judgment in the declaratory relief action or final judgment or dismissal of the
17 underlying action, whichever is later.

18 Sec. 39.55.040. DEFENSE WITH RESERVATION OF RIGHTS; DENIAL OF
19 INDEMNIFICATION; EMPLOYEE LIABILITY FOR EXPENSES. (a) A public
20 employer may undertake the defense of an employee under this chapter while
21 contesting the obligation to indemnify the employee, either partially or fully. A public
22 employer that offers a defense with a reservation of rights to an employee, may
23 provide legal defense and place limitations on its agreement to indemnify an employee
24 pending the outcome of the case.

25 (b) If an employer denies indemnification or offers a defense with a
26 reservation of rights to an employee, the employer shall provide written notice to the
27 employee. The notice must include the reason for the denial or reservation of rights
28 and a copy of this chapter.

29 (c) If a final judgment is entered against an employee in a claim or action in
30 which the employer provided a legal defense and the employer agrees to only partially
31 indemnify the employee or denies indemnification entirely, the employee may bring

1 an action for indemnification against the employer not later than one year after the
2 entry of the final judgment against the employee.

3 (d) A public employer who has defended an employee may bring an action
4 against the employee for expenses incurred in the defense if the trier of fact found that
5 the employee's conduct was not within the course or scope of employment. The action
6 for expenses under this subsection must be brought not later than one year after the
7 execution of a written agreement settling the underlying claim or action or entry of
8 final judgment in the action.

9 Sec. 39.55.050. EMPLOYER'S RIGHT TO TERMINATE NEGLIGENT
10 EMPLOYEE. If, as the result of the entry of a final judgment, an employer who has
11 provided defense or indemnification under this chapter is found liable for damages that
12 were held to be at least in part the result of the negligence of an employee, the
13 employer may discharge the employee. The reversal or modification of a decision of
14 the superior court imposing liability on a public employer for the negligence of a
15 public employee does not give the public employee a right to reinstatement, back
16 wages, or other civil or equitable remedies against the public employer. A collective
17 bargaining contract entered into under AS 23.40.070 - 23.40.260 may not contain terms
18 contrary to this section.

19 Sec. 39.55.100. DEFINITIONS. In this chapter,

20 (1) "employee" or "public employee" means a person who performs a
21 service for wages or other remuneration under a direct contract of hire, written and
22 expressed, for a public employer and includes a member of a board or commission
23 established by the employer; "employee" or "public employee" does not include an
24 independent contractor;

25 (2) "employer" or "public employer" means the state, a public or
26 quasi-public corporation or authority established by state law, and a political
27 subdivision of the state including a municipality and a public or quasi-public
28 corporation established by a municipality; however, "employer" or "public employer"
29 does not include the University of Alaska, a municipal school district, or a rural
30 educational attendance area;

31 (3) "settlement" means the execution of a written agreement settling the

1 claim or action that gave rise to the employer's obligation to defend or indemnify the
2 public employee.

3 * Sec. 3. Nothing in this Act terminates or modifies a collective bargaining agreement in
4 effect on the effective date of this Act.

5 * Sec. 4. This Act applies only to claims and actions that arise on or after the effective
6 date of this Act.

Alaska State Legislature

Representative Brian S. Porter

CHAIRMAN
HOUSE JUDICIARY COMMITTEE

MEMBER
HOUSE LABOR & COMMERCE COMMITTEE
SELECT COMMITTEE ON LEGISLATIVE ETHICS

MEMBER
FINANCE SUBCOMMITTEES
DEPARTMENT OF LAW
DEPARTMENT OF PUBLIC SAFETY
COURTS



DISTRICT 20

SESSION:
STATE CAPITOL ROOM 118
JUNEAU, ALASKA 99801-1182
PHONE: (907) 485-4830
FAX: (907) 485-3834

INTERIM:
718 W. 4TH AVE., SUITE 040
ANCHORAGE, AK 99501-2133
PHONE: (907) 258-8197
FAX: (907) 258-5510

SPONSOR STATEMENT

HB 277 requires the state and municipalities to indemnify public employees who are sued for acts or omissions occurring during the performance and within the scope of the employee's job. The statute would **NOT** require employers to indemnify an employee for acts of intentional or willful misconduct or to pay an award of punitive damages.

The bill is based on the current state policy for defense and indemnification of state employees. A copy of this policy is attached, along with a memorandum from the Attorney General's Office explaining the policy reasons why indemnification of public employees is a good idea. In addition to enumerating the benefits to the employer of indemnification, the Department of Law explanation points out the "widely felt" belief "that where an employee acting in good faith injures a person within the performance and scope of employment, the employer should indemnify the employee." This bill will codify this policy, extend it to borough, municipal and city employees, and provide them with the same protections in statute as currently extended to our university employees and our teachers.

HB 277 is currently supported by the Alaska Peace Officers Association, The Association of Chiefs of Police and the Municipality of Anchorage.

SPONSOR STATEMENT

Municipality of Anchorage



P.O. BOX 196650
ANCHORAGE, ALASKA 99519-6650
(907) 343-4545

TOM FINK,
MAYOR

OFFICE OF THE MUNICIPAL ATTORNEY

February 1, 1994

Received

FEB 07 1994

Representative Brian Porter
Chair House Judiciary Committee
Alaska State Legislature
State Capital
Juneau, Alaska 99801

Re: House Bill 277 Relating To Defense And Indemnification Of Public Employees With Respect To Claims Arising Out Of Conduct That Is Within The Scope Of Employment

Dear Representative Porter:

After reviewing House Bill 277 the Municipality of Anchorage supports the proposed bill. From discussions with the Municipal Risk Management Department, Police Department and the Legal Department concerning this issue the proposed bill would provide the Municipality certain benefits.

As with a prior incarnation of this legislation, CSHP 395 which was before the House Judiciary Committee in April of 1992, this bill would allow the Municipality of Anchorage flexibility to defend and indemnify its employees in appropriate circumstances, including punitive damage situations. Additionally, the legislation allows an employee a defined time period in which to assert and protect the employees' rights to defense or indemnity. The bill appropriately limits the defense of those rights to declaratory actions, for enforcing the rights to defense; cross-claims, for enforcing rights to indemnity where the employer is named as a party; and an action brought within one year, for enforcing indemnification where the employer is not named as a party. With these elements the Municipality of Anchorage supports the bill.

Sincerely,

Richard L. McVeigh
Municipal Attorney

cc: Duane Udland, Deputy Cl
Harry Sjoberg, Risk Manag
Mary Vollendorf, Municipa

matterhb395porter

LETTERS OF SUPPORT



Anchorage Telephone Utility

Executive Offices

January 20, 1994

Representative Brian Porter
Room 122
State Capitol
Juneau, Alaska 99801-1182

Dear Representative Porter:

I want to express my appreciation to you for introducing H.B. 277. This legislation would allow public entities to indemnify employees from personnel liability resulting from honest and efficient accomplishment of their job responsibilities. ATU fully supports this bill and urges its speedy approval.

Our society is seeing increasing numbers of former employees arguing wrongful discharge cases in front of juries. Without regard to the merits of such cases, our system of justice places public employees in a precarious position. Plaintiffs in such actions can not gain punitive damages from a public entity; punitive damages may only be applied to a private entity. Given this, plaintiffs' attorneys will often name an individual as defendant in order to establish a party with punitive liability or, as may be the case, simply to provide leverage.

While individuals so named, more often than not, eventually are relieved of liability, their lives in the meantime can be dramatically impacted. An individual so named will have all credit suspended pending outcome of the case. Simply put, the individual is unable to buy a house, a car or even a large appliance through normal credit channels until the case is settled. In many instances, such cases take years to resolve.

Received

JAN 24 1994

1-28

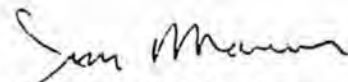
Representative Brian Porter
January 20, 1994
Page 2 of 2

Our concern in rectifying this unfair situation stems from our desire to have effective employees carrying out their responsibilities in a competent and efficient manner. Clearly, an employee who must consider his/her personal fortunes and those of his family each time he makes a decision will find his thinking swayed by this potential threat. We ask for this legislation to be passed so that our employees may work in an atmosphere free from the threat of personal reprisal.

Again, thank you for your efforts. If you need anything further from ATU regarding this legislation, please let me know.

Sincerely,

ANCHORAGE TELEPHONE UTILITY


James G. Morrison
General Manager



217 Second Street, Suite 200 • Juneau, Alaska 99801 • Tel (907) 586-1325, Fax (907) 463-5480

January 24, 1994

TO: Representative Al Vezey, Chair
and
Members, House Committee on State Affairs

FROM: Kent E. Swisher, Executive Director

RE: HB 277 - Indemnification of public employees

It has been brought to my attention that your committee is considering HB 277-Indemnification of public employees, which would amend AS 39.90 to require public employers, including municipalities, to provide defense and indemnification of employees for actions or omissions that occurred during the course and within the scope of the employee's employment, except in cases of gross negligence or intentional or wilful misconduct. The bill allows for collective bargaining agreements to supersede state law with regard to defense and indemnification.

It is the understanding of the Alaska Municipal League that it is already common practice for municipalities to indemnify employees for actions/omissions taken during the course and scope of their employment and that such indemnification is included within most, if not all, collective bargaining agreements.

The League has no objection to the current draft of HB 277, or to the proposed Committee Substitute dated 1/20/94. It appears to codify existing common practice, to provide reasonable protection for employers by requiring the employee to keep the employer informed and to cooperate in the defense, and to provide equal treatment of all types of employees.

cc: Representative Brian Porter

ALASKA PEACE OFFICERS ASSOCIATION

State APOA Office • P.O. Box 240106 • Anchorage, Alaska 99524-0106 • (907) 277-0616



January 18, 1994

Representative Brian Porter
State Capitol
Juneau, AK 99801

Dear Representative Porter,

The Alaska Peace Officers Association supports House Bill 277. We believe that government must be held responsible for its actions. When someone is wrongly harmed through the actions of government, injured parties should be able to make claims as appropriate. However, we believe very strongly that government employees should be defended and protected when their actions are made in good faith and without malice.

Generally when a lawsuit is filed, employees are listed as parties to the action. In the past, employees have not been held personally liable for actions taken at the behest of their employer, unless they were clearly working outside the scope of their authority. This seems to be changing. Recent court rulings imposing personal punitive damages are placing the livelihoods of our public employees in jeopardy.

The trend where public employees are being held personally liable places employees in a position where their own personal assets are at risk. All government employees are in danger, from the highest level policy maker to the lowest level of workers where those policies are carried out. The social worker, the road maintenance supervisor, the police officer, the medic, the fire fighter, and elected officials are all vulnerable.

We in law enforcement believe this is an undue burden upon the state's public employees. It carries great potential for the workings of government to become bogged down because employees fear that decisions they make in good faith may result in the loss of their assets. I encourage you and your colleagues to support House Bill 277.

Sincerely,

Michael A. Grimes, Statewide President
Alaska Peace Officers Association

EXECUTIVE DIRECTOR

Edward T. Harter
Anchorage

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Anchorage

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ANCHORAGE POLICE DEPARTMENT

4501 SOUTH BRAGAW STREET ♦ ANCHORAGE, ALASKA 99507-1599
TELEPHONE (907) 786-8500



Tom Fink, Mayor

Service since 1921

Received

January 18, 1994

JAN 19 1994

Representative Brian Porter
House of Representatives
Alaska State Legislature
Juneau, Alaska 99801-1182

F. F. BRIAN PORTER

Dear Representative Porter,

I am writing this letter in support of House Bill 277, which would require public employers to indemnify public employees with respect to law suits and legal claims made against employees who are working within the scope and authority of their position. I can safely represent that the subject of indemnification is very important to all public employees.

Law enforcement over the years has identified indemnification as a top legislative priority. Our premise is simple. We believe that when a public employee is working at the behest of their employer, and they operate in good faith and within their proper authority, employees should be indemnified.

This is not an argument for protection of bad employees. It is a request that, as a matter of law, employers protect employees who are doing the work of the government. Threatened or actual legal action has a very chilling effect on any employee. If personal assets or wealth are unfairly at risk, employees are discouraged from making decisions or taking action.

We are happy to work with you and the Legislature in the passage of this bill. If you have any questions, please contact me at 786-8552.

Sincerely,

Duane S. Udland, Deputy Chief
Anchorage Police Department
4501 South Bragaw
Anchorage, Alaska 99507

Alaska Association Chiefs of Police



January 17, 1994

Received

JAN 19 1994

REP BRIAN PORTER

Representative Brian Porter
House of Representatives
State Capital
Juneau, Alaska, 99811

Dear Representative Porter:

Two years ago the Alaska Association of Chiefs of Police, the Alaska Peace Officers Association, and the FBI National Academy Associates identified the indemnification of public employees as their number one legislative priority. This issue is even more timely and critical now. The following is the combined statement and position of the three professional law enforcement associations concerning indemnification.

"We believe that government must be held responsible for its actions. When someone is wrongly harmed through the actions of government, injured parties should be able to make claims as appropriate. However, we believe very strongly that government employees should be defended and protected when their actions are made in good faith.

Generally when a lawsuit is filed, individual employees are listed as parties to the action also. In the past, employees have not been held personally liable for actions taken at the behest of their employer unless they were clearly working outside the scope of their authority. This seems to be changing. Recent court rulings imposing personal punitive damages are placing the livelihoods of public employees in jeopardy.

The trend to hold public employees personally liable places employees in a position where their own personal assets are at risk. This means that all government employees are in danger, from the highest level policy maker to the level of worker where the policy is implemented. Even elected officials are vulnerable today.

We in law enforcement believe this is an undue burden upon the public employees of this State. It carries the potential for the workings of government to become bogged down because employees fear that decisions they make in good faith may result in the loss of their assets.

When employees are doing the work of the government, within the scope of their authority, and without malice, they should not be held personally liable when they are named as parties to law suits.

Legislation should be passed that indemnifies public employees and frees them from the burden of working under the constant threat that their good faith judgments can result in the loss of their homes, their cars, or their savings."

If we can be of any assistance in the passage of your bill please let me know.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Ronald L. Otte". The signature is written in dark ink and is positioned above the typed name.

Ronald L. Otte
President

RLO/lp

FISCAL NOTE

STATE OF ALASKA
1994 LEGISLATIVE SESSION

BILL NO. CSHB 277 (Jud)

Revision Date: _____ Dept. Affected: Administration
 Title: *Public employers defending and indemnifying BRU: Personnel/OEEO
public employees...within scope of employment...* Component: Personnel/OEEO
 Sponsor: Porter
 Requestor: (H) Jud COMPONENT SERIAL NO. 56

Expenditures/Revenues (Thousands of Dollars)

OPERATING EXPENDITURES	FY95	FY96	FY97	FY98	FY99	FY00
PERSONAL SERVICES	0.0	0.0	0.0	0.0	0.0	0.0
TRAVEL	0.0	0.0	0.0	0.0	0.0	0.0
CONTRACTUAL	0.0	0.0	0.0	0.0	0.0	0.0
SUPPLIES	0.0	0.0	0.0	0.0	0.0	0.0
EQUIPMENT	0.0	0.0	0.0	0.0	0.0	0.0
LAND & STRUCTURES	0.0	0.0	0.0	0.0	0.0	0.0
GRANTS, CLAIMS	0.0	0.0	0.0	0.0	0.0	0.0
MISCELLANEOUS	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL OPERATING	0.0	0.0	0.0	0.0	0.0	0.0

CAPITAL EXPENDITURES	0.0	0.0	0.0	0.0	0.0	0.0
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CHANGE IN REVENUES ()	0.0	0.0	0.0	0.0	0.0	0.0
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FUND SOURCE (Thousands of Dollars)

1002 Federal Receipts	0.0	0.0	0.0	0.0	0.0	0.0
1003 GF Match	0.0	0.0	0.0	0.0	0.0	0.0
1004 GF	0.0	0.0	0.0	0.0	0.0	0.0
1005 GF/Program Receipts	0.0	0.0	0.0	0.0	0.0	0.0
1006 GF/MHTIA	0.0	0.0	0.0	0.0	0.0	0.0
Other	0.0	0.0	0.0	0.0	0.0	0.0
Total	0.0	0.0	0.0	0.0	0.0	0.0

Estimate of current year (FY94) cost: none

POSITIONS:

FULL-TIME	0	0	0	0	0	0
PART-TIME	0	0	0	0	0	0
TEMPORARY	0	0	0	0	0	0

ANALYSIS: (Attach a separate page if necessary)

Prepared by: Kevin Ritchie, Director
 Division: Personnel/OEEO

Phone: 465-4430
 Date: _____

Approved by Commissioner: Nancy Bear Usher
 Agency: Administration

Date: 2/10/94

PREPARER TO PROVIDE
 For further distribution

LEGISLATIVE OFFICE

FISCAL NOTE

STATE OF ALASKA

BILL NO. CSHB 277 (JUD)

1994 LEGISLATIVE SESSION

Revision Date: _____
 Title: "Public employees defending and indemnifying public employees . . . within scope of employment. . ."
 Sponsor: Porter
 Requestor: (H) JUD

Department Affected: Administration
 BRU: Risk Management
 Component: Risk Management
 COMPONENT SERIAL NO. 71

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY 95	FY 96	FY 97	FY 98	FY 99	FY 00
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	0	0	0	0	0	0
CAPITAL EXPENDITURES	0	0	0	0	0	0
CHANGE IN REVENUES ()	0	0	0	0	0	0

FUNDING SOURCE:

(Thousands of Dollars)

1002 Federal Receipts						
1003 GF Match						
1004 GF						
1005 GF/Program Receipts						
1006 GF/MHTIA						
OTHER						
TOTAL	0	0	0	0	0	0

Estimate of any current year (FY 94) cost: \$ 0

POSITIONS:

FULL-TIME	0	0	0	0	0	0
PART-TIME	0	0	0	0	0	0
TEMPORARY	0	0	0	0	0	0

ANALYSIS: (Attach a separate page if necessary.)

The Division of Risk Management, as a matter of policy, already practices the defense and indemnity provisions now being committed to statute.

Prepared by: Brad Thompson, Director
 Division: Risk Management

Phone: 465-2180
 Date: _____

Approved by Commissioner: Nancy Bear Usura
 Agency: Department of Administration

Date: 2/10/94

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