



# Alaska Public Offices Commission



## COMPLAINT

FILING A COMPLAINT <i>To be accepted, complaint must include</i>	APOC LAWS ALLEGEDLY VIOLATED <i>Specify section of law or regulation</i>		APOC case name/number/date
1. Complainant's name + contact info 2. Respondent's name + contact info 3. Laws, regulations allegedly violated 4. Description of allegations 5. Basis of knowledge of alleged facts 6. Documentation to support allegations 7. Notarized signature of the complainant 8. Proof that complaint <i>and</i> all supporting documents were served on respondent	Campaign Disclosure Law	<input checked="" type="checkbox"/> AS 15.13 <input type="checkbox"/> 2 AAC 50.250-405	
	Public Official Financial Disclosure	<input type="checkbox"/> AS 39.50 <input type="checkbox"/> 2 AAC 50.680-799	
	Legislative Financial Disclosure	<input type="checkbox"/> AS 24.60 <input type="checkbox"/> 2 AAC 50.680-799	
	Lobbying Regulation	<input type="checkbox"/> AS 24.45 <input type="checkbox"/> 2 AAC 50.550-590	

*If complaint meets requirements for acceptance, APOC will investigate the allegations and notify the respondent of the right to respond. APOC will notify Complainant and Respondent when APOC accepts or rejects a complaint.*


<input type="checkbox"/> APOC <input type="checkbox"/> Person <input type="checkbox"/> Party <input checked="" type="checkbox"/> Group	COMPLAINANTS	Alaska Public Interest Research Group & 907 Initiative	RESPONDENTS <i>Person or group allegedly violating law</i>	<input checked="" type="checkbox"/> Person <input type="checkbox"/> Party <input checked="" type="checkbox"/> Group Brett Huber; Strategic Synergies, LLC; Republican Governor's Association; A Stronger Alaska; Dunleavy for Governor; and Michael J. Dunleavy, Candidate for Governor
Address City / Zip	PO Box 201416 Anchorage, AK 99520		See attached Complaint, page 1	
Phone/Fax	[REDACTED]			
E-mail	[REDACTED]			

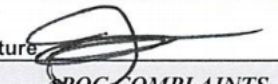
COMPLAINANTS' REPRESENTATIVE	RESPONDENTS' REPRESENTATIVES	
<i>If complainant or respondent is political party or group, list contact person. If complainant or respondent is represented by attorney, list name + contact info</i>		
Name/Title	Scott M. Kendall for Complainants	Please see attached Complaint, page 1
Address	510 L Street, Ste. 601	
Phone/Fax	[REDACTED]	
E-mail	[REDACTED]	

DESCRIPTION or SUMMARY of ALLEGED VIOLATION	Use extra pages if needed	<input checked="" type="checkbox"/> SUPPORTING DOCUMENTS – DESCRIBE:
Please see attached supporting information and documentation.		Please see attached complaint and associated exhibits and website links.

PROOF of SERVICE ATTACHED:  Fax – receipt confirmation  Certified mail – signed receipt  
 Process server – return of service  E-mail – delivery/read receipt  Other:

COMPLAINANT'S SWORN STATEMENT: To the best of my knowledge and belief, these statements are true

Signature  Title Scott M. Kendall Date September 6, 2022  
 Subscribed and sworn to or affirmed by me at \_\_\_\_\_ on \_\_\_\_\_

Signature  Title Parasegal  
 APOC COMPLAINTS, RESPONSES, INVESTIGATION REPORTS & COMMISSION ACTIONS ARE PUBLIC DOCUMENTS

APOC ANCHORAGE	APOC JUNEAU	APOC COMPLAINT PROCESS: 2 AAC 50.450 - 476
2221 E. NORTHERN LIGHTS #128	240 MAIN STREET #500	FILING COMPLAINTS: 2 AAC 50.870 ANSWERING COMPLAINTS: 2 AAC 50.880
ANCHORAGE, AK 99508	P.O. BOX 110222	APOC CRITERIA for ACCEPTING COMPLAINTS: 2 AAC 50.870
907-276-4176 / FAX 907-276-7018	JUNEAU, AK 99811	INVESTIGATIONS & HEARINGS: 2 AAC 50.875-891
TOLL-FREE 800-478-4176	465-4864 / FAX 465-4832	RULES for REQUESTING EXPEDITED CONSIDERATION: AS15.13.380(c)
WEB: <a href="http://doa.alaska.gov/apoc/">http://doa.alaska.gov/apoc/</a>	APOC FORMS: <a href="http://doa.alaska.gov/apoc/forms_all.html">http://doa.alaska.gov/apoc/forms_all.html</a>	APOC LAWS: <a href="http://doa.alaska.gov/apoc/apoclaws.html">http://doa.alaska.gov/apoc/apoclaws.html</a>

To: Alaska Public Offices Commission  
From: Alaska Public Interest Research Group and 907 Initiative

Re: Supporting Information and Documentation for APOC Complaint Against Brett Huber, Strategic Synergies, LLC, the Republican Governor's Association, A Stronger Alaska, Dunleavy for Governor, and Michael J. Dunleavy.

**Respondents:**<sup>1</sup>

**Republican Governors Association**

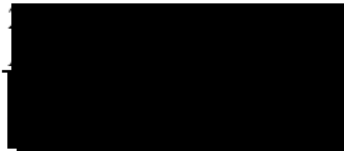
1747 Pennsylvania Avenue NW, Suite 250  
Washington, DC 20006  
Telephone: 202-662-4140  
[info@rga.org](mailto:info@rga.org)  
Erim Canligil, CFO  
[ecanligil@rga.org](mailto:ecanligil@rga.org)  
Stacey Stone (counsel to RGA)  
[sstone@hwb-law.com](mailto:sstone@hwb-law.com)

**A Stronger Alaska**

1747 Pennsylvania Avenue, NW, Suite 250  
Washington, DC 20006  
Telephone: 202-662-4928  
Erim Canligil, Treasurer  
[ecanligil@rga.org](mailto:ecanligil@rga.org)  
Stacey Stone (counsel to ASA)  
[sstone@hwb-law.com](mailto:sstone@hwb-law.com)

**Brett Huber Sr.**

Sole owner of Strategic Synergies, LLC



**Strategic Synergies, LLC**

United States Corporation Agents, Inc.  
Registered Agent for Strategic Synergies, LLC  
721 Depot Drive  
Anchorage, AK 99501

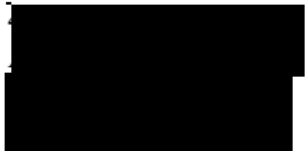
**Dunleavy for Governor**

John Sturgeon, Chair



[info@dunleavygovernor.com](mailto:info@dunleavygovernor.com)

Kevin F. Fimon, Treasurer



**Michael J. Dunleavy, Candidate for Governor**

PO Box 190251  
Anchorage, AK 99519



[info@dunleavygovernor.com](mailto:info@dunleavygovernor.com)

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<sup>1</sup> This information is intended to satisfy the required contact information for this APOC Complaint. It has also been relied upon for service of the complaint, with additional documentation to follow. Additional information about the Respondents is included below.

## I. INTRODUCTION

Through the use of common consultants and staff members, the Republican Governors Association (“RGA”) and current Governor and gubernatorial candidate Michael J. Dunleavy (“Dunleavy”) are engaged in a scheme to subsidize and coordinate the campaign activities of the multi-million-dollar SuperPAC — A Stronger Alaska (“ASA”) — with those of Dunleavy’s official campaign committee, Dunleavy for Governor (“DFG”). Because coordination between a candidate — *or* even a candidate’s representatives — and a SuperPAC is prohibited, the Alaska Public Offices Commission (“APOC” or “the Commission”) must act immediately to restrain unlawfully-coordinated campaign communications.

Typically, the Commission issues per-day fines to individuals and entities who fail to comply with their disclosure laws. However, disclosure is not, in and of itself, the issue in this instance. Rather, activities are occurring, and are anticipated to continue to occur, that are in blatant violation of the entire legal scheme regulating independent expenditures (“IEs”) under both State and Federal law, and no fine structure can retroactively cure that illegality.

Accordingly, the Commission must act swiftly to enjoin ASA from acting to impact the 2022 gubernatorial campaign until APOC Staff can fully investigate the scope of the Respondents’ illegal activities, and/or the Commission must order the entity dissolved and require that all donations be refunded.<sup>2</sup>

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<sup>2</sup> See AS 15.13.380(c) (“In deciding whether to expedite consideration, the commission shall consider such factors as [(1)] whether the alleged violation, if not immediately restrained, could materially affect the outcome of an election or other impending event; [(2)] whether the alleged violation could cause irreparable harm that penalties could not adequately remedy; and [(3)] whether there is reasonable cause to believe that a violation has occurred or will occur. . . . [T]he commission may independently expedite consideration of the complaint if the commission finds that the standards for expedited consideration set out in this subsection have been met.”).

## II. THE PARTIES

In summary, the parties/Respondents to this Complaint are as follows:

The Republican Governors Association: The RGA is an IRS Section 527 tax-exempt entity whose purpose is to elect and re-elect Republican Governors. The RGA aggregates vast sums of money and then supports Republican gubernatorial candidates, typically through donations to IEs or “SuperPACs.” The RGA is a well-known “Dark Money” organization that compiles vast sums anonymously and then deploys those funds in elections without disclosing its true donors.<sup>3</sup> The RGA has raised hundreds of millions of dollars to support its preferred candidates and, as discussed below, intends to spend millions in the 2022 gubernatorial campaign to support Dunleavy.

A Stronger Alaska: ASA is a SuperPAC apparently created for the sole purpose of supporting Dunleavy’s re-election. It was formed on February 24, 2021, and has received only a single donation — \$3 million — which was made from the RGA the day following ASA’s formation. ASA appears to be a mere instrumentality for the RGA acting in Alaska because, in addition to being solely funded by the RGA, its registered Treasurer is Erim Canligil, who is the Chief Financial Officer for the RGA,<sup>4</sup> and its registered Chair is Dave Rexrode, who is the Executive Director of the RGA.<sup>5</sup> Accordingly, whatever wrongdoing ASA is ultimately found to have engaged in must also be imputed to the RGA.

Brett Huber Sr. & Strategic Synergies, LLC: Brett Huber Sr. (“Huber”) is a former Dunleavy staffer and political operative who has worked for Dunleavy in some capacity since as early as 2014, when Dunleavy was a state senator. Strategic Synergies, LLC (“SS”) is solely

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<sup>3</sup> See, e.g., <https://www.cleveland.com/news/2022/04/dark-money-group-helping-gov-mike-dewine-was-funded-by-republican-governors-association-pac.html>.

<sup>4</sup> See <https://www.rga.org/rga-announces-senior-staff-2/>.

<sup>5</sup> See <https://www.linkedin.com/in/david-rexrode-1118594/>.

owned by Huber and only offers his political consulting services.<sup>6</sup> ASA contracted with Huber and SS on April 29, 2022 to run its campaign activities in support of Dunleavy in the 2022 Primary Election (and presumably the General Election as well).<sup>7</sup>

Governor/candidate Michael J. Dunleavy: Dunleavy is the current governor of the State of Alaska. He was elected in 2018 and is a registered candidate running for re-election in 2022. Dunleavy has previously been fined for improperly using public funds for partisan political advertisements.<sup>8</sup> Dunleavy has a number of current and former campaign staff who are also the recipients of public funds through contracts for dubious purposes in apparent attempts to subsidize their work on his campaign for re-election.

Dunleavy for Governor: DFG is the official campaign entity for Dunleavy’s re-election campaign. The campaign manager for DFG is Jordan Shilling.<sup>9</sup> Shilling is a former staffer for Dunleavy and is currently the recipient of a no-bid contract with the governor’s office that pays him \$10,000 per month in public funds to provide “strategic planning” about renewable energy.<sup>10</sup> While performing this publicly-financed contract, he claims to be running Dunleavy’s statewide re-election campaign *for no pay*, as a “volunteer.”<sup>11</sup>

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<sup>6</sup> Exhibit A.

<sup>7</sup> Exhibit B.

<sup>8</sup> <https://alaskapublic.org/2020/09/07/alaska-gov-dunleavy-will-pay-2800-to-settle-ethics-complaints-over-publicly-funded-ad-campaign/>.

<sup>9</sup> <https://www.adn.com/politics/2022/05/31/gov-dunleavys-office-signs-contract-with-former-aide-whos-also-being-paid-to-help-with-his-re-election/>.

<sup>10</sup> Exhibit C.

<sup>11</sup> <https://www.adn.com/politics/2022/05/31/gov-dunleavys-office-signs-contract-with-former-aide-whos-also-being-paid-to-help-with-his-re-election/>.

### III. FACTUAL BACKGROUND

#### A. **Dunleavy’s Scheme To Improperly Subsidize His Campaign With Public Resources.**

Through July 15 of this year, DFG has reported virtually no payments for campaign staff — they have paid a grand total of \$6,200 for staff, with \$5,000 of that going to a single staffer, Cassandra Day.<sup>12</sup> This amount would be low for a state *legislative* race; in a statewide *governor’s* race, for the incumbent, it is laughable.<sup>13</sup>

Upon further inspection, the reason for this low reported spending is clear: During this same time period, Governor Dunleavy has directed his office to retain senior campaign operatives on substantial contracts paid for with public funds. Governor Dunleavy has repeatedly engaged in this practice of using his office to send public money, jobs, and contracts to political operatives who are simultaneously working on his re-election campaign as “volunteers.” In this way, he is improperly utilizing public funds to subsidize his re-election campaign.

Jordan Shilling: Jordan Shilling is a longtime legislative staffer in the Alaska Capitol, best known for his work on SB91, a criminal justice reform bill, in 2016. Shilling repeatedly testified in favor of SB91 and is one of the individuals most credited with shepherding the bill through to passage.<sup>14</sup> Shilling then worked for Governor Dunleavy from December 2018 until spring of this year. After leaving the governor’s office, Shilling became the campaign manager for DFG and is doing that work on an “unpaid volunteer” basis. Curiously (and not coincidentally), simultaneous

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<sup>12</sup> <https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=37395&ViewType=CD>.

<sup>13</sup> For example, two of Dunleavy’s opponents who have raised similar amounts of money have spent approximately \$180,000 (Walker-Drygas) and over \$50,000 (Gara-Cook) for staff during the same time period.

<sup>14</sup> See Exhibit D; <https://www.akleg.gov/basis/Meeting/Detail/?Meeting=SSTA%202016-02-25%2009:00:00&Bill=SB%20%2091>.

with his departure from state service, Shilling was awarded a no-bid contract with the governor’s office which pays him \$10,000 per month to consult regarding “renewable energy” and “Division of Motor Vehicles policies.”<sup>15</sup> This contract is performed directly under the supervision of the governor’s office, reporting directly to the Governor’s Chief of Staff, Tyson Gallagher (“Gallagher”). Even more suspicious is the fact that the contract essentially runs for the duration of the gubernatorial campaign.

Brett Huber: Huber has been in the employ of Michael J. Dunleavy in various capacities since 2014 when he worked as staff for the then-state senator. Huber worked as Dunleavy’s campaign manager (for at least portions of the campaign) in the race for governor in 2018. Following that successful campaign, Huber was hired to work in the governor’s office as Communications Director. In August of 2020, Governor Dunleavy’s office announced Huber’s departure, who explained to the Anchorage Daily News at the time that he was stepping away from state work in order to participate in campaign work. In that article, the Anchorage Daily News noted that state law barred campaign work during official hours, and this prohibition drove Huber’s decision to operate as a “free agent.”

Through November 2020, Huber worked as campaign manager for the unsuccessful campaign against Ballot Measure 2, the initiative that created the new election and campaign disclosure system in Alaska. During an APOC proceeding — after which the Commission found that Huber’s group filed “wildly” “inaccurate” disclosures regarding its three largest contributors<sup>16</sup> — Huber testified, *under oath*, that he was an “unpaid volunteer” for the No on 2 campaign. This

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<sup>15</sup> Exhibit C.

<sup>16</sup> See Emergency Order, *Yes on 2 for Better Elections v. Defend Alaska Elections – Vote No on 2*, APOC Case No. 20-06-CD, at 6 (Oct. 8, 2020).

sworn testimony turned out to be demonstrably false; No on 2 reported paying Huber (through SS) \$45,000 for his two months of work, just weeks later on November 14, 2020.<sup>17</sup>

In July 2021, Governor Dunleavy re-hired Huber to work in a newly-created position as a “Senior Policy Advisor for Statehood Defense.” Huber again left state employment on April 2, 2022, amid public rumors that he would soon run the IE group in support of Dunleavy’s re-election. However, when Huber left, Dunleavy still found a way to pay him; Huber was awarded a no-bid contract for \$8,333 per month through the election.<sup>18</sup> Like Shilling’s contract, Huber’s agreement has him reporting directly to Gallagher, the Governor’s Chief of Staff. Although Huber does not have a law degree, his contract calls for him to “research[] federal laws and regulations related to Alaska lands” and “provid[e] recommendations for legal action to protect Alaska.”<sup>19</sup> These tasks would appear to be better and more appropriately covered by the hundreds of experienced and licensed attorneys working in the Department of Law.

Both contracts pay these political operatives tens of thousands of dollars in public funds for work they appear unqualified to perform and/or work that should be more properly performed by state employees. Not coincidentally, the contracts have essentially *zero* deliverables and their duration corresponds *almost identically* with Governor Dunleavy’s campaign for re-election.

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<sup>17</sup> Paid to “Strategic Synergies, LLC, <https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=33618&ViewType=CD>. While investigating this Complaint the Commission and APOC Staff must take Huber’s prior lack of candor and proclivity to evade the truth into account if and when he provides discovery responses and/or testimony.

<sup>18</sup> Both Shilling’s and Huber’s contracts each have a total value of \$50,000, which is the maximum contract size that the governor’s office can give out without going through a competitive procurement process.

<sup>19</sup> Exhibit E.



The way these contracts were awarded (without any competitive bids), and the manner in which they are being performed (contemporaneous with, and in support of, issues related to Dunleavy’s re-election campaign), are almost certainly a violation of Alaska’s Executive Ethics Act (“Ethics Act”). Specifically, AS 39.52.120(b)(6) provides that a “public official may not ... use or authorize the use of state funds, facilities, equipment, services, or another government asset or resource for partisan political purposes[.]”

A cursory review of the election year behavior of past governors indicates that this behavior is unprecedented in Alaska. Because APOC does not enforce the Ethics Act, a separate complaint will be lodged with the Alaska Personnel Board, but due to the timing of these violations, only APOC is able to take timely action.<sup>20</sup> However, as discussed below, the facts of these contracts — and the close, integrated working relationship that the parties are engaged in — is important background for *this* Complaint because it is evidence of the illegal coordination which APOC’s statutes (and governing federal law) do prohibit.<sup>21</sup> These contractors report directly to the Office of the Governor and his Chief of Staff, meaning it is undeniable that there is direct, regular, and sustained contact between Huber/SS, Shilling, Dunleavy, Gallagher, and members of his official staff who volunteer for the campaign.

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<sup>20</sup> Significantly, AS 39.52.310(j) & (k) provide that, during the “campaign period,” a candidate for governor or lieutenant governor who is the subject of an Ethics Act complaint can block investigation of the complaint until after the conclusion of the election. It is not anticipated that Dunleavy will allow an investigation into whether his actions violate the Ethics Act to commence until after the election.

<sup>21</sup> There are several staffers still working in the governor’s office who perform “volunteer” work for Dunleavy’s campaign, however they reportedly do this work after hours or submit leave slips to perform the work. On the good faith assumption that this is indeed the case, they are not subject to any allegations of illegal activity at this time, apart from passively participating in the illegal coordination with Huber/SS.

**B. The RGA Contributed \$3 Million Nearly Two Years Before An Election In Order To Evade The Disclosure Of Its Donors, Which Is Now Required Under Alaska Law.**

The RGA contributed \$3 million to ASA on February 25, 2021, just three days before new campaign finance provisions enacted by the passage of Ballot Measure 2 became effective.<sup>22</sup> Relevant here is the ban on “Dark Money” in Alaska’s elections.<sup>23</sup> The term “Dark Money” refers to funds used in elections for which the actual donor is not revealed to the public. Rather, Dark Money is money that is effectively laundered through an intermediary entity to conceal its true source. Because the RGA donated its \$3 million before the February 28, 2021 effective date, the source of those funds has not been revealed. It is obvious (and uncontested) that the timing of the RGA’s donation was intended to evade APOC’s application of the new disclosure rules.

When this donation of anonymous funds became public knowledge, Dunleavy acknowledged it was for his benefit and issued a statement through the individual who serves as both the governor’s official *and* campaign spokesman that he “[o]bviously . . . appreciates the support of the RGA.”<sup>24</sup>

**C. Huber/SS — The Sole Contractor Working For ASA — Dunleavy, DFG, And State Employees Working For DFG, Have Unlawfully Coordinated Their Campaign Activities.**

ASA was formed and funded for the purpose of reelecting Governor Dunleavy.<sup>25</sup> On May 6, 2022, ASA reported that it had retained Huber/SS to consult for and manage its independent expenditure activities in support of Dunleavy from April 29, 2022 through the election

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<sup>22</sup> <https://www.dermotcole.com/reportingfromalaska/2022/2/15/republican-governors-association-avoided-revealing-3-million-donation-to-back-dunleavy>.

<sup>23</sup> See AS 15.13.074(b); AS 15.13.400(17), (18).

<sup>24</sup> <https://www.adn.com/politics/2022/02/17/national-republican-group-sidesteps-new-disclosure-law-with-3-million-donation-in-alaska-governors-race/>.

<sup>25</sup> <https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=5471&ViewType=IE>.

for \$80,500.<sup>26</sup> Specifically, Huber’s assigned task is to support Dunleavy in the 2022 elections by providing “Consulting/Political Support Services.”<sup>27</sup> Even after executing his ASA contract, Huber continued to act as a deputy campaign treasurer for Michael Dunleavy’s 2022 campaign for governor.<sup>28</sup> He was a campaign deputy treasurer until Tuesday, May 31 at 2 pm.<sup>29</sup> To be clear: **Huber was simultaneously an officer of DFG (Dunleavy’s official campaign committee) and the sole consultant running ASA (the IE organization formed for the sole purpose of re-electing Dunleavy).** And, importantly, Huber was not removed as an officer of DFG until it was commented on publicly and then covered by the media.<sup>30</sup> (Interestingly, Shilling remains a Deputy Treasurer while continuing to be the beneficiary of his no-bid contract reporting directly to the governor and his Chief of Staff.)<sup>31</sup>

In addition to his contemporaneous service as an officer of both DFG and ASA, Huber’s own no-bid contract with Governor Dunleavy reportedly remains in place, meaning he’s making a grand total of over \$130,000 for approximately six months of work.<sup>32</sup> But, more importantly, he has direct and regular contact with Dunleavy, Gallagher, and the rest of the senior staff while still

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<sup>26</sup> <https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=5471&ViewType=IE>.

<sup>27</sup> *Id.*

<sup>28</sup> <https://www.adn.com/politics/2022/05/31/gov-dunleavys-office-signs-contract-with-former-aide-whos-also-being-paid-to-help-with-his-re-election/>.

<sup>29</sup> <https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=6484&ViewType=CR>.

<sup>30</sup> *See* <https://www.adn.com/politics/2022/05/31/gov-dunleavys-office-signs-contract-with-former-aide-whos-also-being-paid-to-help-with-his-re-election/>; <https://twitter.com/scooterkendall/status/1531734450773426176?s=20&t=9018KneikQJAbL9gghmeqw>.

<sup>31</sup> <https://aws.state.ak.us/ApocReports/Common/View.aspx?ID=6484&ViewType=CR>.

<sup>32</sup> It is unknown if Huber/SS has additional contracts, but APOC Staff could subpoena all current contracts and agreements as part of its investigation.

running ASA. This is the same senior staff who (as discussed above) work directly with DFG (Dunleavy's official campaign) in lead capacities during their "free" time.

**Taken as a whole, these facts add up to the clearest case of unlawful coordination between a campaign and an IE organization that APOC has ever been presented with.** Not only has ASA coordinated with Governor Dunleavy and DFG through Huber/SS, it has also unintentionally documented these improper relationships in official reports and contracts, both through Huber's ongoing contracts with both sides (Dunleavy and the IE organization benefiting Governor Dunleavy), as well as his simultaneous service as a contractor for ASA and a Deputy Treasurer of DFG.

#### **IV. LEGAL BACKGROUND**

##### **A. Unlimited Independent Expenditures Are Allowed By Law, But Only If There Is No Coordination, Directly Or Indirectly, With A Candidate Or A Candidate's Campaign.**

Over a decade ago, the cases *Citizens United*<sup>33</sup> and *SpeechNow.org v. FEC*<sup>34</sup> created a campaign finance regime in which unlimited funds could be raised and spent to support or oppose candidates for office, by finding a First Amendment right to such activities. These activities are typically called "independent expenditures" or "IEs," and the groups that perform them are generally known as "SuperPACs." However, the U.S. Supreme Court and the Federal Election Commission ("FEC") are clear that, for such activities to be lawful, they cannot be coordinated,

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<sup>33</sup> 558 U.S. 310 (2010).

<sup>34</sup> 599 F.3d 686 (D.C. Cir. 2010); *see also* FEC Advisory Op. 2010-11 (Commonsense Ten) at 2-3.

directly or indirectly, with the supported candidate.<sup>35</sup> Any such coordination renders current *and future* actions of the SuperPAC unlawful.<sup>36</sup>

Because of these federal cases, Alaska is required to permit the same activities — i.e., *independent* expenditures — under the First Amendment. Under Alaska law any entity that makes such “independent expenditure[s]”<sup>37</sup> “to influence the outcome of an election” must file public reports of its activities.

It is undisputed that ASA is registered as such an entity. *However*, like their federal counterparts, the actions of an IE group like ASA must be “made without the direct *or indirect* consultation or cooperation with, or at the suggestion or the request of, or with the prior consent of, a candidate, a candidate’s campaign treasurer *or deputy campaign treasurer*, or another person acting as a principal or agent of the candidate[.]”<sup>38</sup>

In this case the record is clear that the required separation does not exist. The Respondents have all directly and indirectly communicated — and *continue* to communicate — about Governor Dunleavy’s campaign and matters related to his campaign while directly or indirectly participating in the management of ASA, the IE entity supporting Dunleavy’s re-election. In fact, Huber/SS *simultaneously* served as a Deputy Treasurer of DGF *while* under contract to ASA *and* while working directly for Dunleavy and his Chief of Staff. It is tough to imagine how one could avoid coordinating with oneself.

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<sup>35</sup> See AS 15.13.400(11); see also *APOC v. Patrick*, 494 P.3d 53, 54 (Alaska 2021) (explaining how this prohibition is in place to, in part, prevent “*quid pro quo* corruption” (emphasis in original) (quoting *Citizens United*, 558 U.S. at 359, 365)).

<sup>36</sup> See, e.g., 11 C.F.R. 109.21(c)(4)(ii) & (c)(5)(i).

<sup>37</sup> See AS 15.13.400(11).

<sup>38</sup> *Id.* (emphasis added); see also AS 15.13.072(a)(1).

## V. ARGUMENT

### A. **The RGA, Huber/SS, A Stronger Alaska, Governor Dunleavy, And DFG Have Engaged In Unprecedented Improper Coordination.**

When IE groups engage in activities, there are often rumors and vague allegations of coordination. But, typically, those involved are savvy enough to avoid improper contacts between official campaigns and independent efforts. In this case, APOC is presented with an unprecedented situation where public records and exhibits demonstrate past and present coordination and contacts between the RGA, Huber/SS, ASA, Dunleavy, Gallagher, and DFG.

As demonstrated by the facts above, the Respondents have blurred and overstepped all lines of separation that must exist between an official campaign and a group performing independent expenditures. It is uncontested that:

- Huber/SS served as a Deputy Treasurer of DFG while simultaneously being the contractor running ASA.
  - Given the prohibition on a “deputy treasurer” consulting “directly or indirectly” with an IE organization, **a deputy treasurer of an official campaign simultaneously managing an IE supporting the same candidate is the clearest possible example of illegal coordination.**
  - That DFG removed Huber as a deputy treasurer only *after* it was publicly exposed cannot sanitize the period of coordination. If anything, it is an admission of guilt.
- While running ASA, Huber/SS has an ongoing no-bid contract with the Office of the Governor that:
  - Runs essentially the length of the campaign;
  - Touches on a campaign-related issue (advising on legal challenges on access to lands);
  - Has essentially no deliverables;
  - Would clearly be better performed by any one of many state employees with both expertise in federal lands law and a law degree; and
  - Reports *directly* to the governor and COS Gallagher.

- The RGA has used ASA as its alter-ego in Alaska — given it is the sole donor and its officers control the entity — meaning:
  - Any coordination undertaken by ASA through Huber should be imputed to have tainted their efforts in Alaska since Huber was acting solely in their employ.
- Huber/SS and Shilling both have ongoing contracts which require them to report directly to the Governor and his COS on politically-charged issues:
  - Both the manager of Dunleavy’s official campaign (DFG) *and* the manager of the IE organization meant to benefit Dunleavy (ASA) have direct and regular contact with Dunleavy, his COS Gallagher, state employees who “volunteer” for the campaign on their own time, and likely each other.

Such a level of cross-contamination is de facto evidence of coordination between the RGA, Huber/SS, ASA, Dunleavy, DFG, and state employees who work on the campaign as “volunteers” outside of their official duties. Evidence of past coordination is clearly established, and because the contracts cited are ongoing, there is current coordination occurring, and — absent intervention — there will be future coordination as well.

**B. Because Of The Blatant And Illegal Coordination Among Respondents, APOC Must Either Dissolve ASA, Or, At A Minimum, Force It To Cease Making Any Expenditures During The 2022 Election Cycle.**

Prohibited coordination, both past and present, has been established between the Respondents in this case. Accordingly, APOC must turn to the issue of the appropriate remedy.

It does not appear that APOC has been faced with a case like this before. This is not a run-of-the-mill reporting violation for which a daily fine and subsequent disclosure may be appropriate and curative. Rather, this Complaint involves a rampant and ongoing disregard for the laws prohibiting coordination between candidates’ campaign and an IE organization. Accordingly, the *only* appropriate remedy is injunctive relief to cease the ongoing unlawful coordination.<sup>39</sup>

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<sup>39</sup> See AS 15.13.380(d)(1).

Federal precedent makes clear that the Respondents' coordination is unlawful. Any communication that is coordinated is considered an in-kind contribution from the IE organization to the candidate.<sup>40</sup> However, an IE organization is prohibited from making in-kind contributions because such groups can accumulate contributions from sources that are prohibited from directly contributing to candidates.<sup>41</sup>

As APOC considers remedies, it's important to note that the taint of coordination cannot be cured by ASA simply terminating Huber/SS's ongoing employment contract. The FEC has specifically addressed this issue for a Committee that proposed terminating an employee who engaged in illegal coordination "immediately upon learning of the violation."<sup>42</sup> In that situation the FEC concluded that such immediate termination of an employee "would not render subsequent communications independent" if that employee had access to material information regarding communications.<sup>43</sup>

Because Huber/SS is the sole contractor engaged in advising and managing ASA, it cannot seriously be argued that his participation in communications and strategy was not material. Accordingly, APOC must now turn to what curative actions are appropriate to prevent unlawfully coordinated communications from occurring.

APOC has several options:

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<sup>40</sup> 11 C.F.R. 109.21(a)&(b)(1).

<sup>41</sup> FEC Advisory Op. 2016-21 (Great America PAC) at 3-4; *see also* FEC Advisory Op. 2010-11 (Commonsense Ten) at 3 (stating that IE organizations can receive unlimited funds from corporations and labor organizations that candidates cannot).

<sup>42</sup> In this instance, ASA and Dunleavy did not even *attempt* to promptly cure the coordination. Huber/SS remains under contract with both ASA and the governor's office to this day.

<sup>43</sup> FEC Advisory Op. 2016-21 (Great America PAC).



- APOC could enjoin ASA’s campaign activities for the remainder of the election cycle (making ASA ineligible to participate in supporting Dunleavy’s election);<sup>44</sup>
- APOC could order that ASA be dissolved and all assets returned to the donor entity: the RGA. Presumably, if the RGA brought in entirely new personnel who were not tainted by Huber/SS’s coordination they could “re-donate” the funds and form a new IE organization to participate in the 2022 campaign in support of Dunleavy;<sup>45</sup> or
- APOC, consistent with federal law, could allow for the taint of illegal coordination to dissipate following an appropriate “cooling off” period. If Governor Dunleavy and DFG cut off the contracts and all material contact with Huber/SS, then — 120 days after the last contact — Huber/SS and ASA could be free to undertake communications again.<sup>46</sup>

Any or all of these remedies are appropriate and necessary. What APOC cannot allow is for ASA and Huber/SS to continue making a mockery of APOC’s statutes and federal law by brazenly continuing to unlawfully coordinate their activities with Dunleavy and his official campaign. At a minimum, the Commission must order ASA to cease all activities until APOC Staff has had time to complete a thorough investigation.<sup>47</sup>

## VI. CONCLUSION

APOC has never been presented with such a blatant case of illegal coordination between a candidate, a candidate’s campaign, and an IE supporting the same candidate. This case does not present a close call.

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<sup>44</sup> See AS 15.13.380(d)(1) (authorizing APOC to “enter an emergency order requiring the violation to be ceased” if “the respondent has engaged in or is about to engage in an act or practice that constitutes or will constitute a violation of this chapter or a regulation adopted under this chapter”).

<sup>45</sup> Of course, in doing so the RGA would have to comply with the now-effective “Dark Money” disclosures, compelling RGA to reveal the “true sources” of its funding.

<sup>46</sup> See 11 C.F.R. 109.21(c)(4)(ii) & (c)(5)(i) (providing a safe harbor for former contractors and employees of a candidate to participate in independent expenditure activities following a 120-day cooling off period).

<sup>47</sup> See AS 15.13.380(d)(1).

APOC must immediately take appropriate action and order ASA, Huber/SS, and the RGA to cease its unlawfully coordinated communications, which are intended to influence the 2022 gubernatorial election. This is the only way to avoid irreparable harm, especially because the Commission's failure to act could materially affect the outcome of the upcoming gubernatorial election *and* the violation is crystal clear. Once the unlawful activity has been enjoined, APOC Staff can further investigate and recommend whatever monetary sanctions are appropriate. But because no lesser sanction will do, APOC must act immediately to uphold the integrity of Alaska's election laws that prevent coordination between campaigns and IEs.<sup>48</sup>

CASHION GILMORE & LINDEMUTH  
Attorneys for Complainants

By: 

Scott M. Kendall  
Alaska Bar No. 0405019

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<sup>48</sup> See AS 15.13.380(c) (“[T]he commission may independently expedite consideration of the complaint if the commission finds that the standards for expedited consideration . . . have been met.”).



THE STATE  
of **ALASKA**

Department of Commerce, Community, and Economic Development  
Division of Corporations, Business, and Professional Licensing  
PO Box 110806, Juneau, AK 99811-0806  
(907) 465-2550 • Email: corporations@alaska.gov  
Website: corporations.alaska.gov

AK Entity #: 10156471  
Date Filed: 04/29/2022  
State of Alaska, DCCED

FOR DIVISION USE ONLY

**Domestic Limited Liability Company**

**Initial Biennial Report**

**Entity Name:** Strategic Synergies LLC

**Entity Number:** 10156471

**Home Country:** UNITED STATES

**Home State/Prov.:** ALASKA

**Physical Address:** 200 W 36th Ave, Suite 586, ANCHORAGE,  
AK 99503

**Mailing Address:** 200 W 36th Ave, Suite 586, ANCHORAGE,  
AK 99503

**Registered Agent** information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

**Name:** Brett Huber

**Physical Address:** 2617 SHEPHERDIA DRIV, ANCHORAGE,  
AK 99508-6600

**Mailing Address:** 2617 SHEPHERDIA DRIV, ANCHORAGE,  
AK 99508-6600

**Officials:** The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Members:** this entity must have at least one (1) Member. A Member must own a %. In addition, this entity must provide all Members who own 5% or more of the entity. A Member may be an individual or another entity.
- **Manager:** If the entity is manager managed (per its articles or amendment) then there must be at least (1) Manager provided. A Manager may be a Member if the Manager also owns a % of the entity.

Full Legal Name	Complete Mailing Address	% Owned	Member
Brett Huber, SR	200 W 36th Ave, Ste 586, Anchorage , AK 99503	100	X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

**NAICS Code:** 541611 - ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES

**New NAICS Code (optional):**

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

**Name:** Brett W. Huber,St

## INDEPENDENT EXPENDITURES FORM 15-6

COMPLETED
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Submission Date: **05/06/2022**

## FILER INFORMATION

Filer First Name: **Erim**

Filer Middle Name:

Filer Last Name: **Canligil**

Filer Full Address: **1747 PENNSYLVANIA AVE. NW, STE. 250  
WASHINGTON, District of Columbia 20006**

Filer Occupation: **Treasurer**

Filer Employer: **A Stronger Alaska**

Filer's Title with Other Entity: **Treasurer**

## REPORT INFORMATION

Report Year: **2022**

Election Year: **2022**

Report Type: **Ten Day**

Filer Type: **Registered Group**

## BUSINESS/OTHER ENTITY INFORMATION

Business/Other Entity Name: **A Stronger Alaska**

Type of Business or Organization: **Registered Group**

Address: **1747 Pennsylvania Avenue, NW, Ste. 250**

City: **Washington**

State: **District of Columbia  
20006**

Country: **United States**

Business/Other Entity Contact Person: **Erim Canligil**

Contact E-mail: **ecanligil@rga.org**

Contact Phone: **202-662-4928**

## ELECTION INFORMATION

Election: **State Primary**

OFFICERS

Name	Full Address	Title
Dave Rexrode	1747 Pennsylvania Avenue, NW, Ste. 250 Washington, District of Columbia 20006	Chair
Erim Canligil	1747 Pennsylvania Avenue, NW, Ste. 250 Washington, District of Columbia 20006	Treasurer
Eric Powell	1747 Pennsylvania Avenue, NW, Ste. 250 Washington, District of Columbia 20006	Deputy Treasurer

EXPENDITURES

Date	Recipient	Payment Type	Candidate / Proposition	Amount
No Expenditures / Nothing to Report				

CONTRIBUTIONS

Contribution Date	Contributor	Details	Amount
No Contributions / Nothing to Report			

DEBTS

Date	Recipient	Candidate / Proposition	Amount
04/29/2022	<b>Strategic Synergies, LLC</b> 200 E. 34th Ave., #586 Anchorage, Alaska 99503	<b>SUPPORT: 2022 - Mike Dunleavy</b> Election: State Primary CONSULTING/POLITICAL SUPPORT SERVICES	\$80,500.00

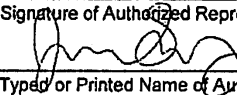


REPORT SUMMARY

Number of Expenditures Reported with this Report:	<b>0</b>
Total of paid Expenditures:	<b>\$0.00</b>
Previous Contributions:	
<b>\$0.00</b>	
Number of Contributions Reported with this Report:	<b>0</b>
Total of Contributions Reported with this Report:	<b>\$0.00</b>

Cumulative Contribution Amounts:	<b>\$0.00</b>
Number of Officers:	<b>3</b>
Number of Debts Reported with this Report:	<b>1</b>
Total of Debts Incurred but not yet paid:	<b>\$80,500.00</b>

## STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number CT 220000506	2. Contract Title Consulting Services	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number VC038720	6. IRIS GAE Number (If used)	7. Alaska Business License Number BL #2142849	
This contract is between the State of Alaska,			
8. Department of Office of the Governor		Division Executive Office	hereafter the State, and
9. Contractor     Jordan.shilling@gmail.com Jordan Shilling <span style="float: right;">hereafter the contractor</span>			
Mailing Address	Street or P.O. Box	City	State     ZIP+4
2666 Aspen Heights Loop, Anchorage, AK 99508			
10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.			
<b>ARTICLE 2. Performance of Service:</b> 2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the services to be performed by the contractor.			
<b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins <u>April 25, 2022</u> , and ends <u>September 24, 2022</u> .			
<b>ARTICLE 4. Considerations:</b> 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed <u>\$50,000.00</u> in accordance with the provisions of Appendix D. 4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:			
11. Department of Office of the Governor		Attention: Division of Division of Administrative Services	
Mailing Address P.O. Box 110001, Juneau, AK 99811		Attention: Dottie Whitehead	
<b>12. CONTRACTOR</b>		14. <b>CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm Jordan Shilling			
Signature of Authorized Representative 	Date 4/29/22		
Typed or Printed Name of Authorized Representative Jordan Shilling			
Title Consultant			
<b>13. CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee	
Department/Division OOG/Executive Office	Date 4/29/22		
Signature of Project Director 		Typed or Printed Name R. Shawn Henderson	
Typed or Printed Name of Project Director Tyson Gallagher		Title Administrative Director	
Title Project Director			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

## APPENDIX A

### GENERAL PROVISIONS

#### Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

#### Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

#### Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

#### Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

#### Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

#### Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

#### Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

#### Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

#### Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.



**Article 10. Ownership of Documents.**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

**Article 11. Governing Law; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**Article 12. Conflicting Provisions.**

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

**Article 13. Officials Not to Benefit.**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

**Article 14. Covenant Against Contingent Fees.**

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

**Article 15. Compliance.**

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

**Article 16. Force Majeure:**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**APPENDIX B<sup>1</sup>**  
**INDEMNITY AND INSURANCE**

**Article 1. Indemnification**

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

**Article 2. Insurance**

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

**2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

**2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

### **APPENDIX C SCOPE OF SERVICES**

The contractor shall provide consulting services to assist the state with Renewable Energy policy development and implementation. Contractor shall also provide consulting services to assist with the planning and management of the inaugural State of Alaska Renewable Energy Conference.

Services shall include but are not limited to the following:

- Providing Renewable Energy policy analysis, expertise and strategic planning.
- Tasks related to Renewable Energy including policy development, information analysis, stakeholder engagement, coalition building and intergovernmental coordination.
- Meeting with the policy advisors and senior staff as requested.
- Delivering regular updates when requested by the Project Director.
- Assisting senior staff plan and manage the inaugural State of Alaska Renewable Energy conference in May 2022.
- Assisting senior staff with a successful implementation of the Renewable Energy conference.
- Provide consulting, stakeholder engagement and recommendations on Division of Motor Vehicle policies and operations.
- Producing a final written report detailing work and providing recommendations due to policies and initiatives adopted by the State of Alaska.

Performing these and other consulting services within the contract scope as directed by the Project Director.

### **APPENDIX D PAYMENT PROVISIONS**

In full consideration of the Contractor's performance under this contract, the state shall pay the contractor a total sum not to exceed \$50,000.00. The contractor shall work a minimum of 60 hours per month.

Monthly payments of \$10,000.00 may be made after the contractor submits a detailed invoice describing the work performed, with receipts, and after the invoice is approved by the Project Director and Administrative Director.

This contract may not exceed \$50,000.00 total unless amended in writing by the state.

Alaska Business License # 2142849

**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business, and Professional Licensing  
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

**Jordan Shilling**

2666 Aspen Heights Loop, Anchorage, AK 99508

owned by

Jordan Kennedy Shilling

is licensed by the department to conduct business for the period

November 2, 2021 to December 31, 2023  
for the following line(s) of business:

54 - Professional, Scientific and Technical Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.  
It is not transferable or assignable.

Julie Anderson  
Commissioner

# Senate Bill 91

## *An Overview*

Jordan Shilling  
Staff to Senator Coghill  
[jordan.shilling@akleg.gov](mailto:jordan.shilling@akleg.gov)  
(907) 444-7400 (cell)

## The Justice Reinvestment Initiative (JRI)

Justice reinvestment is a data-driven approach to improve public safety, examine corrections and related criminal justice spending, manage and allocate criminal justice populations in a more cost-effective manner, and reinvest savings in strategies that can hold offenders accountable, decrease crime, and strengthen neighborhoods.

## Alaska Criminal Justice Commission

Greg Razo (Chair)

Justice Alexander Bryner

Senator John Coghill

Commissioner Gary Folger

Jeff Jessee

Representative Wes Keller

Commissioner Walt Monegan

Hon. Judge Stephanie Rhoades

Attorney General Craig Richards

Lieutenant Kris Sell

Brenda Stanfill

Quinlan Steiner

Hon. Judge Trevor Stephens

Alaska Native Justice Center

Alaska Supreme Court (retired)

Alaska State Senate

Alaska Department of Public Safety

Alaska Mental Health Trust Authority

Alaska House of Representatives

Alaska Department of Corrections

Anchorage District Court

Alaska Department of Law

Juneau Police Department

Interior Alaska Center for Non-Violent Living

Alaska Public Defender

Ketchikan Superior Court

## Summary of Data Findings

### PRETRIAL

- The number of pretrial inmates in Alaska has **grown by 81%** over the last decade. Today, they comprise **28% of the prison population.**
- Pretrial inmates are **staying behind bars longer** than they were ten years ago:
  - Nonviolent misdemeanor defendants: up 3 days on average
  - Violent misdemeanor defendants: up 6 days on average
  - Nonviolent felony defendants: up 20 days on average
  - Violent felony defendants: up 33 days on average
- Sample bail file review:
  - **52% of sampled defendants were never released pretrial**
  - 12% of sampled defendants were released on person recognizance
  - 10% of sampled defendants were released on unsecured bond
  - 1/3 of those with bail set at \$500 or less were unable to pay it
  - 2/3 of those with bail set at \$2,500 or more were unable to pay it
  - 3/4 of those with third-party custodian were never released pretrial

## Summary of Data Findings

### SENTENCING

- The number of sentenced offenders in prison has grown 14% over the last decade.
- 82% of offenders sentenced to a prison term are for misdemeanors.
- 3/4 of offenders sentenced to a prison term are for nonviolent offenses.
- Felony offenders are staying in prison 31% longer on average than they did ten years ago.
  - Class A felonies: staying 80% longer
  - Class B felonies: staying 8% longer
  - Class C felonies: staying 17% longer
- Prison admissions for drug offenses have grown by 35%. Felony drug offenders are also spending 16% longer behind bars than they were a decade ago.

## Summary of Data Findings

### PROBATION/PAROLE SUPERVISION

- The number of supervision violators in prison has grown 15% over the last decade. They represented 22% of the total prison population on a given day in 2014.
- Alaska's probation and parole population grew 62% in the last decade.
- The average length of stay on probation or parole prior to discharge has increased 13%.
- Probation and parole revocations result in significant jail stays.
  - Average time spent detained while awaiting a revocation hearing: 33 days
  - Average time spent detained post-revocation: 106 days
  - (These averages include the very short PACE revocation stays)
- Sample bail file review 62% of revocations to prison happen within the first three months served on probation or parole. 90% of revocations to prison happen within the first year of probation or parole.

## Summary of Research

- More prison does not equal less crime.
- Sending an offender to prison does not make them less likely to commit another crime upon release.
- Longer sentences do not make offenders less likely to commit crimes in the future.

### What Works: Evidence-based correctional practices

- Identify and focus supervision resources on high-risk offenders
- Use swift, certain, and proportionate sanctions
- Incorporate rewards and incentives
- Front-load resources in the first weeks and months after release
- Integrate treatment into supervision
- Risk-based Release Decision-Making
  - Pretrial outcomes can be improved by focusing on defendants' risk levels, not their ability to pay bail, and by limiting the use of pretrial detention to those who are medium and high risk.

## SB 91 Policies

### Pretrial

- Risk-Based Release Decision-Making
- Pretrial Supervision

### Sentencing

- Misdemeanors
  - B Misd., A Misd., DWLS, DUI, VCOR, FTA, DC, Theft 4, Municipalities
- Felonies
  - Presumptive Ranges (A, B, & C)
  - Controlled Substances, Property Crimes

### Parole

- Administrative
- Discretionary
  - Eligibility expansion, geriatric, streamlining

### Reentry

- Food Stamps
- Planning
- Limited Driver's Licenses

### Probation/Parole Supervision

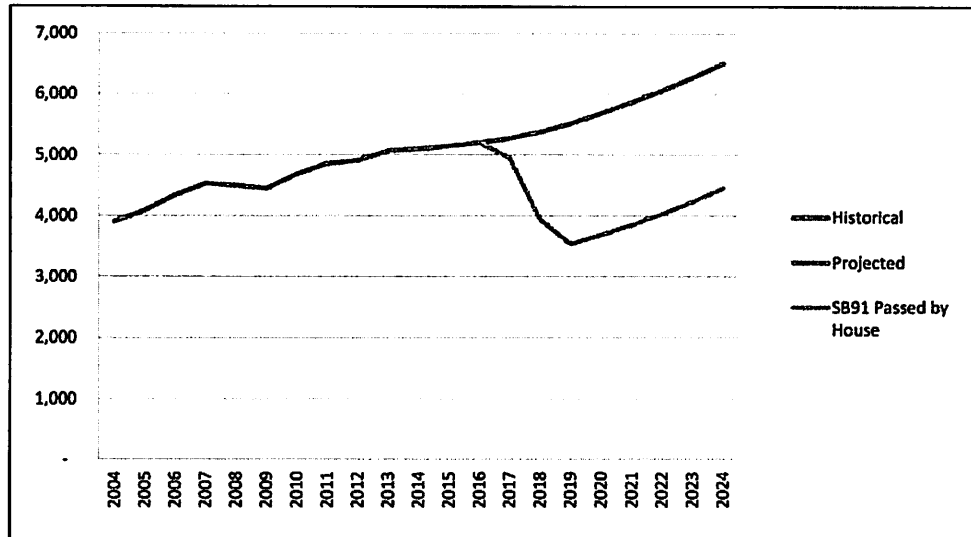
- Administrative Sanctions/Incentives
- Cap on Technical Violation Stays
- Earned Compliance Credits
- Reduced Probation Term Maximums
- Good Time on E.M.
- CRC Reform
- ASAP

### Oversight

\* Not a fully-comprehensive list of policies in SB 91



## Alaska's Historical and Projected Prison Population



## Fiscal Impact

- **Averted future costs (\$169 million)**
  - Incarcerating inmates out-of-state. Does not include averted cost of building a new prison in-state.
- **Direct net savings (\$211 million)**
  - 13% reduction in prison population over 10 years
  - Does not include potential savings through facility closures.

**TOTAL = \$380 million over 10 years**

## Reinvestment

### **Pretrial Services/Supervision**

*\$54.2 million*

### **Victims Services & Violence Prevention**

*\$11 million*

### **DOC Treatment Services**

*\$11 million*

### **Re-Entry Support Services**

*\$15.5 million*

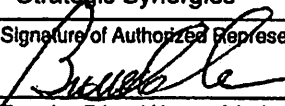


SB 91 reinvests a substantial portion of the savings as well as new revenue from marijuana tax receipts over the next 6 years.

## Questions?

Staff to Senator Coghill  
[jordan.shilling@akleg.gov](mailto:jordan.shilling@akleg.gov)  
907-444-7400 (cell)

## STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number CT 220000472	2. Contract Title Consulting Services	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number BL#211705	
This contract is between the State of Alaska,			
8. Department of Office of the Governor		Division Executive Office	hereafter the State, and
9. Contractor    Mobile Phone: 907.312.6600    email: <a href="mailto:bretthuber62@gmail.com">bretthuber62@gmail.com</a> Strategic Synergies    hereafter the contractor			
Mailing Address	Street or P.O. Box	City	State    ZIP+4
200 W 34 <sup>th</sup> Avenue, Suite 586, Anchorage, AK 99503			
10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.			
<b>ARTICLE 2. Performance of Service:</b>			
2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.			
2.2 Appendix B sets forth the liability and insurance provisions of this contract.			
2.3 Appendix C sets forth the services to be performed by the contractor.			
<b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins <u>April 25, 2022</u> , and ends <u>October 24, 2022</u> .			
<b>ARTICLE 4. Considerations:</b>			
4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ <u>50,000.00</u> in accordance with the provisions of Appendix D.			
4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:			
11. Department of Office of the Governor		Attention: Division of Division of Administrative Services	
Mailing Address P.O Box 110001, Juneau, Alaska 99801		Attention: Dottie Whitehead	
<b>12. CONTRACTOR</b>		<b>14. CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm Strategic Synergies			
Signature of Authorized Representative 	Date 4/21/22		
Typed or Printed Name of Authorized Representative Brett Huber			
Title Sole Owner			
<b>13. CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee 	
Department/Division Office of the Governor/Executive Office	Date	Date 4/25/2022	
Signature of Project Director 		Typed or Printed Name R. Shawn Henderson	
Typed or Printed Name of Project Director Randy Ruaro		Title Administrative Director	
Title Project Director/Chief of Staff			

**NOTICE:** This contract has no effect until signed by the head of contracting agency or designee.

## APPENDIX A GENERAL PROVISIONS

### Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

### Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

### Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

### Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

### Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

### Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

### Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

### Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

### Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

**Article 10. Ownership of Documents.**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

**Article 11. Governing Law; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**Article 12. Conflicting Provisions.**

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

**Article 13. Officials Not to Benefit.**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

**Article 14. Covenant Against Contingent Fees.**

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

**Article 15. Compliance.**

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

**Article 16. Force Majeure:**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

## **APPENDIX B' INDEMNITY AND INSURANCE**

### **Article 1. Indemnification**

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

### **Article 2. Insurance**

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

**2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

**2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per claim.

**2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per claim.

### **APPENDIX C SCOPE OF SERVICES**

The contractor shall conduct research and provide consulting services on the broad issue of "Statehood Defense." Services shall include but are not limited to the following:

- Consulting and meeting with the Project Director and senior staff on key Alaska defense issues.
- Researching federal laws and regulations related to Alaska lands.
- Providing recommendations for legal action to protect Alaska.
- Producing progress reports and a final report when requested.
- Providing these and other consulting and research services within the contract scope as requested.

### **APPENDIX D PAYMENT PROVISIONS**

In full consideration of the Contractor's performance under this contract, the state shall pay the contractor a total sum of not to exceed \$50,000.00 US dollars, for all consulting and research services, travel, and any other miscellaneous expenses associated with performing the work. The total cost for any approved travel may not exceed \$2,000.00.

Payments may be made after the contractor submits an invoice describing the work to be performed, with receipts, and after the invoice is approved by the Project and Administrative Director.

The first payment of \$25,000 may be issued after the contract is signed. A second payment of \$25,000 may be issued after July 24, 2022, and after receipt and approval of an invoice describing the work performed and to be completed.

This contract may not exceed \$50,000.00 total unless amended in writing by the state.