

Approved

1/26/88
Date

MINUTES OF THE SENATE COMMITTEE ON FEDERAL AND STATE AFFAIRS

The meeting was called to order by Senator Edward F. Reilly, Jr. at
Chairperson

11:00 a.m./~~p.m.~~ on January 19, 1988 in room 254-E of the Capitol.

All members were present, ~~except~~:

Committee staff present:

Mary Galligan, Legislative Research
Mary Torrence, Revisor's Office
June Windscheffel, Committee Secretary

Conferees appearing before the committee:

Mr. Mike Grogan, Assistant Director, The Kansas Lottery
Mr. J. H. Speicher, KTECH, Moraga, California
Mr. Herb Delehanty, KTECH, Topeka, Kansas
Honorable Elwaine Pomeroy, Chairman, Kansas Parole Board

The first matter before the Committee was The Kansas Lottery. The Chairman called the Committee's attention to News Release, dated January 14, 1987(8), from The Kansas Lottery, (Attachment #1) which concerned approval of the agreement to commence the multi-state lottery.

The Chairman called on Mr. Mike Grogan, Assistant Director, of The Kansas Lottery, who made a presentation to the Committee concerning the matter at hand. (Attachment #2) Do we have the authority to enter into an agreement with other states on a multi-state agreement. Mr. Grogan said he would be happy to provide copies of the multi-state contract to the Committee and to cooperate in any way with the Committee. Mr. Grogan then answered questions from the Committee.

In answer to a question from the Chairman, Mr. Grogan said that the contract has been reviewed by the Attorney General and Mary Torrence of the Revisor's Office. He said that everything had been done properly but perhaps there needs a little more diligence in that the contract needs to be ratified by the House and Senate of Kansas Legislature. A copy of the contract, along with a letter from Mr. Paul W. Steele, Chairman of the Commission is part of these Minutes. (Attachment #3)

The conferee was asked if the multi-state is electronic and if he would give a summary of how the money is distributed in the multi-state game. He said he would ask the technicians and true professionals present to explain how this goes. He introduced the GTECH Team: Mr. J. H. "Spike" Speicher, and Mr. Herb Delehanty. Mr. Speicher explained how the money will be spent in Kansas. The prizes are pooled together. He was asked if 30% will stay in Kansas and 70% go elsewhere. He said that 45% goes into the multi-state pot for prizes. States included in the agreement are: Iowa, Kansas, Missouri, Oregon, Rhode Island, and West Virginia; as well as the District of Columbia.

The question was asked as to how much additional money does it cost to have the computer. Mr. Grogan said The Kansas Lottery has entered into contractual arrangements with GTECH. Mr. Herb Delehanty answered those types of questions for the Committee.

The Chairman inquired of staff what actions are necessary in terms of the legislature addressing this matter of the contract. Staff said the legislature needs to approve the contract.

CONTINUATION SHEET

MINUTES OF THE SENATE COMMITTEE ON FEDERAL AND STATE AFFAIRS,
room 254-E, Statehouse, at 11:00 ~~a.m.~~ ~~pm~~ on January 19, 1988.

Senator Morris moved that staff do what needs to be done to have this presented back to this Committee for action, whether it be a resolution or bill. Seconded by Senator Strick.

The Chairman pointed out that the contract is voluminous and he would assign a Subcommittee to meet with staff and with the Attorney General. The Subcommittee will consist of: Chairman, Senator Morris; and Senator Bond and Senator Martin. The Subcommittee will report back to this Committee.

The motion carried.

Senator Morris announced that the Subcommittee will meet on adjournment. The Chairman announced that the Committee will meet again tomorrow to consider the lottery matters and that the Executive Director will be present to appear before the Committee.

The Chairman called on the Chairman of the Kansas Parole Board, former Senator Elwaine Pomeroy. Mr. Pomeroy appeared to talk about SB456, now before this Committee, which was introduced by the Interim Committee on Federal and State Affairs, to increase the number of members on the Board. (Attachments #4, #5, and #6) Chairman Pomeroy introduced Ms. Joan Hamilton, Vice-Chairman of the Board; and Mr. Robert Endell, the new Secretary of Corrections; and Mr. Gary Staats, of the Corrections staff.

Senator Pomeroy explained and compared SB456 and SB 372 (which was introduced in 1987 and which is presently a holdover in the Governmental Organization Committee). Following his presentation, Chairman Pomeroy answered questions from the Committee. He was asked if he supports the concept of the majority vote on parole. He said the unanimous vote policy is a conservative and safe approach. It was needed to turn around the way that the Board had been operating. Mr. Pomeroy was asked if he intended to make clear his personal recommendation to the Legislature. He said he thinks it is clear that Governor Hayden wants a unanimous vote policy. He pointed out that the federal system now is that for new persons being sentenced, the parole system is being phased out.

The Chairman thanked Mr. Pomeroy for his excellent presentation.

Mary Torrence distributed copies of the lottery contract to the Committee.

The meeting was adjourned at noon.

News Release

1/19/88
Distributed
Attachment # 1



Kansas Lottery

FOR IMMEDIATE RELEASE: January 14, 1987

CONTACT: Barbara Frick (913) 296-5708

Larry Montgomery, Executive Director of the Kansas Lottery, acknowledged today that it had been brought to his attention that Rev. Taylor, Kansans for Life at its Best, had inquired of Attorney General Robert Stephan, in a letter delivered today, as to whether or not the Kansas Legislature must specifically approve the agreement which the Kansas Lottery had entered into to commence the multi-state lottery on February 3, 1988.

In his letter, Rev. Taylor referenced Attorney General Stephan's opinion dated January 29, 1987 in response to an inquiry from Senator Reilly, Chairman of the Senate Federal and State Affairs Committee. That opinion concluded that the "...Legislature can delegate to an agency the powers to negotiate a contract between this state and another, but the Legislature itself must approve such a contract."

Montgomery noted that the opinion was issued prior to the Legislature having passed the Kansas Lottery Act, which Act specifically authorized the Commission to "...enter into written agreements with one or more other states for the opera-

Senate FSA
1/19/88
Attachment # 1

tion, marketing, and promotion of a joint lottery or joint lottery games, conforming to the provisions of the Act."

The Kansas Lottery has entered into an agreement with the states of Iowa, Rhode Island, Missouri, Oregon, West Virginia, and the District of Columbia to commence a multi-state lottery on February 3, 1988.

The Attorney General advised Montgomery that the Kansas Lottery had fully complied with the provisions of the Kansas Lottery Act in negotiating its agreement to enter the multi-state lottery, which has been approved by the Kansas Lottery Commission; however, the agreement itself must now be approved by the Kansas Legislature inasmuch as it constitutes an agreement between states.

Thus, if Kansas is to join the states with whom it has contracted in commencing the multi-state lottery on February 3, 1988, immediate approval of the agreement must be sought from the Kansas Legislature.

Director Montgomery expressed confidence that in view of the overwhelming vote given to the constitutional amendment by which the implementation of the lottery was authorized in Kansas, in view of the support which it received in the Legislature in enacting the Kansas Lottery Act, and in view of the outstanding success of the Lottery to date, the agreement would be expeditiously approved by the Legislature and the Governor.



Kansas Lottery

Mike Hayden
Governor

Larry Montgomery
Executive Director

**INFORMAL PRESENTATION TO THE
SENATE FEDERAL AND STATE AFFAIRS COMMITTEE**

January 19, 1988

- o - Thanking Senator Riley and his Committee for the privilege of appearing before the Committee regarding Lotto America.
- o - Explained that the Executive Director would be available to address the Committee on Wednesday.
- o - Briefly explained the procedure whereas the Kansas voters did pass by 64 percent the right to create/implement the Kansas Lottery.
- o - Secondly, explained the reasons that we needed to move quickly to the letter dated January, 1987 from Rev. Taylor to the Attorney General.
- o - Stated that the Kansas Lottery/Commission were acting in their capacities as we feel we were legally entitled to do.
- o - Answer general questions asked by the Committee.

*1/19/88
Attachment # 2
Mike Grogan*



1/19/88
Attachment #3

MIKE HAYDEN
Governor

THE KANSAS LOTTERY
128 North Kansas Avenue
Topeka, Kansas 66603

LARRY MONTGOMERY
Executive Director

September 10, 1987

Major Peter J. O'Connell
Executive Director
Rhode Island Lottery
1425 Pontiac Avenue
Cranston, Rhode Island 02920

Dear Major O'Connell:

The Kansas Lottery Act, 1987 Session Laws of Kansas, Chapter 292 Section 9(g), grants the Kansas Lottery Commission the authority to enter into Multistate Lottery agreements. At the Kansas Lottery Commission's September 1, 1987 meeting the Commission voted unanimously to enter into the Multistate Lottery agreement. The Kansas Lottery Commission granted me, or my designee, the authority to sign the Multistate Lottery Agreement. By the enclosed document I hereby designate Larry Montgomery, Executive Director of the Kansas Lottery to sign the Multistate Lottery Agreement.

The best of luck on a successful game.

Sincerely,


Paul W. Steele
Chairman, Kansas Lottery Commission

PWS/sh/je

Senate FSA
1/19/88
Attachment #3

AGREEMENT

MULTI-STATE LOTTERY

MULTI-STATE AGREEMENT

This Agreement made and entered into by the party lotteries hereto on the _____ day of September, 1987 in Washington, District of Columbia. The lotteries initially entering this agreement are:

1. D.C. Lottery and Charitable Games Control Board
2. Iowa Lottery, a Division of the Iowa Department of Revenue and Finance.
3. Kansas State Lottery
4. Missouri State Lottery Commission
5. Oregon State Lottery
6. Rhode Island State Lottery
7. West Virginia State Lottery

WITNESSETH THAT:

WHEREAS, the party lotteries are legalized and regulated state lotteries within their respective jurisdiction and keep the profits derived therefrom according to their statutes; and

WHEREAS, the party lotteries herein are desirous of raising additional revenue for the purposes enunciated by their respective lottery statutes; and

WHEREAS, the party lotteries desire to create an additional game wherein a separate and distinct prize pool

would be combined to award larger prizes than the public than could be offered individually; and

WHEREAS, the party lotteries herein believe that entering into this agreement will benefit their state government and provide enjoyment and pleasure to the inhabitants of their state; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained the party lotteries agree as follows:

WITNESSETH:

Party Lotteries hereby agree to create a Multi-State Lottery, hereinafter referred to as MUSL, an association of state lotteries and the District of Columbia, to operate a Game, as follows:

1. That the party lotteries herein establish and create the Multi-State Lottery Board of Directors, hereinafter referred to as Board, on which each participating lottery shall be represented, to initiate, promulgate, administer and carry out a lottery game that will enhance each party lottery's revenue.

2. That a dual system of voting is established. One vote will be taken in which each party lottery has one vote. A second vote will be taken in which each party lottery has a number of votes equivalent to its proportionate percentage of the total population (as per the most recent U.S. Census) of the states participating

in MUSL multiplied by 100, except that the maximum vote a party lottery shall have under the second vote shall not exceed 1/3 of the total votes cast. Following the commencement of sales, each party lottery's second vote will have the number of votes equivalent to its proportionate percentage of total MUSL sales multiplied by 100, except that the maximum vote a party lottery shall have under the second vote shall not exceed 1/3 of the total votes cast. This percentage will be based upon each lottery's average monthly sales experience for the twelve or proportionate calendar months preceding the vote.

Unless a different percentage is provided in this agreement, the percentage of votes necessary to allow action by the MUSL is fifty-one (51%) percent of the votes cast pursuant to both methods of voting.

The terms of this agreement cannot be changed without a 2/3 vote of all party lotteries cast pursuant to both methods of voting.

3. That the quorum necessary to hold an official meeting of the MUSL Board shall be representation in person or by proxy from at least 51% of all party lotteries. However, unless a majority of the proportionate population votes, as defined in paragraph 2 of this agreement are also represented, any decisions adopted at any MUSL Board meeting must subsequently be ratified within Fourteen (14) days by a majority vote

utilizing the proportionate percentage allocation of votes.

4. That the director or designee, of each party lottery shall represent it on the Board and may cast the votes allocated to it either in person or proxy.

5. That the BOARD shall elect for a term as prescribed in its bylaws, a President, Vice President, Secretary, and two (2) coordinators from its membership hereinafter to be called the Executive Committee.

6. That a percent of the gross sales as determined by the MUSL board and stipulated in MUSL rules from the MUSL game sales of each party lottery will be aggregated in a common prize pool.

7. That operating costs of the MUSL shall be paid by each party lottery proportionate to its percentage of MUSL game sales as compared with total MUSL games sales. The Executive Committee will advise the BOARD of the budget and estimated expenditures of MUSL for each fiscal year. The budget proposal will specifically estimate the portion of the total budget to be paid to MUSL by each of the member lotteries based upon the percentage described.

8. That the revenues not allocated to prizes or operating cost as outlined above and generated within each party lottery shall remain in that lottery.

9. That the BOARD'S functions shall be performed and carried out by such advisory committees or panels, or both as the BOARD may establish and by such officers and independent contractors as may be appointed by the BOARD.

All such offic , independent contractor agents, consultants and employees shall serve at the pleasure of the BOARD and the BOARD shall prescribe their powers, duties and qualifications and fix their compensation and other terms of their service.

10. That each party lottery shall be responsible for travel and per diem expenses incurred by its BOARD members unless otherwise approved by the BOARD.

11. That the party lotteries shall operate and administer a Game in accordance with rules governing the establishment and operation thereof, as promulgated by the BOARD. Notwithstanding the above, the Game rules shall be adopted by the party lotteries or similar rules and regulations will be adopted by each lottery which are approved by the MUSL Board.

The rules may be changed or modified by the MUSL only after the MUSL has given each member two weeks notice that a rule change or modification will be voted upon at a MUSL meeting. A rule can be changed or modified by the MUSL by an affirmative vote of 2/3 of the MUSL members cast pursuant to both methods of voting. Following receipt of notice that an amendment or modification has been adopted the party lotteries shall adopt said amendment or modification or a similar amendment or modification which is approved by the MUSL Board.

12. That the Executive Committee shall make annual reports to the party states, which shall include a full and complete statement of MUSL revenues, prize

disbursements and other expenses and another information the party lotteries may require. These reports shall be the basis to determine each party lottery's share of expenses as prescribed in the bylaws, this agreement and the rules.

13. That each party lottery shall provide all necessary operational reports and other data required by MUSL.

14. That all MUSL accounts and transactions shall be subject to annual post audits conducted by independent auditors retained by the BOARD for this purpose and each of the party lotteries shall receive a certified copy of the same. All such records and transactions shall be available to all party lotteries for copying, inspection, and auditing purposes as may be required under the laws of their state.

15. That the fiscal year of the MUSL shall be from July 1 of one calendar year to June 30th of the succeeding calendar year.

16. That prizes received pursuant to this agreement shall be subject to the statutory authority and/or rules and regulations of the party lotteries wherein the ticket was purchased. Any litigation relating to tickets and/or prizes shall be resolved according to the laws of the state where the ticket was purchased.

17. That MUSL shall continue in existence until this agreement is revoked by all of the party lotteries. The withdrawal of one or more party lotteries shall not

terminate this agreement among the remaining lotteries.

Upon termination of MUSL, any assets acquired by MUSL with the exception of the prize reserve fund, will be liquidated in a manner determined by the BOARD. The proceeds from the liquidation will be divided among all of the lotteries which were members of MUSL in good standing at any time during the twelve (12) months preceding termination. The amount of the proceeds received by each lottery will be calculated by use of the following formula:

$\frac{\text{individual lottery MUSL sales during the twelve month period}}{\text{total MUSL sales during the twelve month period}}$	X	proceeds available for distribution
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A party lottery wishing to withdraw from this agreement shall give the BOARD a six (6) months notice of its intention to withdraw. However, a lottery may terminate such agreement at anytime without prior notice if authority to participate is withdrawn by executive or legislative action or if participation in the MUSL is in conflict with the constitution or statutes of any state.

In addition, the MUSL can vote out a party lottery for cause with the consent of two-thirds of the party lotteries voting by both methods of voting as outlined in Paragraph 2, except the party lottery being voted upon shall be excluded from the vote in that proceeding and in the calculations as outlined in Paragraph 2. A lottery which withdraws or is voted out by MUSL more than twelve months prior to termination of MUSL will not be entitled to a share of the property or assets of MUSL, except for

such lottery' proportionate share of the prize reserve fund.

In the event, that a party lottery terminates, voluntarily or involuntarily, or MUSL is terminated by agreement of the parties, the prize reserve fund share of the party lottery or lotteries shall not be returned to the party lottery or lotteries until the later of One (1) year from and after the date of termination or final resolution of any pending unresolved liabilities arising from transactions processed during the tenure of the departing lottery or lotteries. The voluntary or involuntary termination of a party lottery or lotteries does not cancel any obligation to MUSL which the party lottery or lotteries incurred before the withdrawal date.

18. That all intellectual property rights developed and approved by MUSL with respect to the Game including, but not limited to, trade marks, trade names, logos, copyrights, slogans and devices shall be acquired and held by a party lottery designated by MUSL for the use and benefit of MUSL. The use thereof shall be limited to party lotteries participating in this game.

19. That each party lottery agrees that upon termination from MUSL that it will not use any of the intellectual property identified with the Game.

20. That the BOARD shall not pledge the credit of the party lotteries, directly or indirectly, except that each party lottery shall be liable for its proportionate

shares of prizes, monies and operational costs as specified in paragraphs 6 and 7 of this agreement.

21. Compliance with MUSL standards is a prerequisite for MUSL membership. The Board shall review the internal control procedures submitted by each lottery and vote upon whether or not each lottery's internal controls comply with MUSL standards as set forth in MUSL rules and regulations. If MUSL incurs a prize liability under this provision due to the error of a lottery whose internal control procedures have been approved and the error was not due to a contractor's actions or omission, the party lottery will pay to the prize winner the disputed prize or One Million (\$1,000,000.00) Dollars whichever is less at the direction of the board. Upon said payment herein before outlined, MUSL will indemnify and hold harmless each member lottery for any additional liabilities relating to the MUSL prize payments. In addition, it is recognized that One Million Dollars may not be enough to cover the value of the prize liability incurred, and a prize reserve fund will be established to enable MUSL to fund the difference between this amount and the actual prize liability. In addition, the companies which operate on-line gaming systems on behalf of the party lotteries will be required to have some level of insurance to cover such liabilities in the event one of them makes a mistake.

If MUSL incurs any liability as the result of the acts of a party contractually obligated to the member

lottery, that lottery shall pursue all contractual and legal remedies available to it under the contract. Any money recovered by the lottery will be turned over to MUSL up to the amount expended by MUSL as a result of the error. A lottery's pursuit of its contractual and legal remedies against the party at fault is that lottery's only obligation to MUSL in the event of a MUSL loss.

The MUSL shall establish and then maintain a prize reserve fund solely for the purpose of indemnifying the member lotteries. The BOARD will determine the manner in which the prize reserve fund is to be invested and interest earned on the fund will become part of the fund if the fund balance is below the ceiling amount designated by the board. Interest earned on the fund when the fund balance is not below the ceiling amount will be treated as prize money.

22. That no lottery shall be allowed to join the MUSL without the consent of two-thirds of the party lotteries voting pursuant to both methods of voting. The BOARD will designate the terms which must be met by a lottery seeking admission, including but not limited to, setting the amount which the lottery must contribute to the MUSL prize reserve fund. This paragraph is not applicable to the lotteries listed in this first paragraph of this agreement provided that they sign this agreement by October 1, 1987.

23. That this agreement may be executed in as many counterparts, as there are party lotteries. When so


executed each shall be deemed to be an original and such counterparts together shall constitute one and the same agreement.

24. That all notices required to be sent to a party lottery pursuant to this agreement shall be in writing and sent by certified mail, return receipt requested at the addresses appearing hereunder or any other address which may be given from time to time to the BOARD.


IN WITNESS WHEREOF, the party lotteries have duly signed this agreement at the date and place first hereinabove mentioned.

D.C. Lottery and Charitable
Games Control Board
2101 Martin Luther King Jr.
Avenue, S.E.
Washington, D.C. 20020

By:

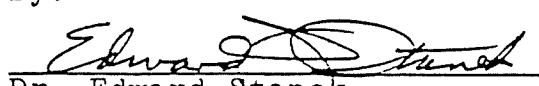

*Carolyn B. Lewis
Chairperson

By:


Bernard Edwards
Executive Director

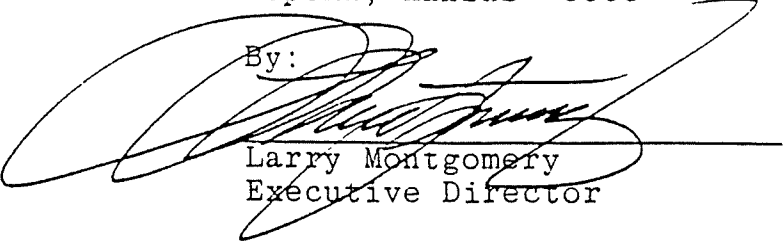
Iowa Lottery, a division of
the Iowa Department of
Revenue and Finance
2015 Grand Avenue
Des Moines, Iowa 50312

By:


Dr. Edward Stanek
Commissioner

Kansas State Lottery
128 North Kansas Avenue
Topeka, Kansas 6603

By:



Larry Montgomery
Executive Director

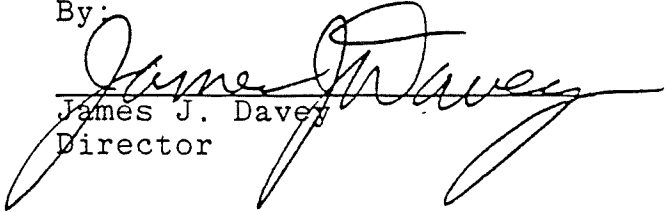
Missouri State Lottery
Commission
1823 Southridge Drive
Jefferson City, MO 65102

By:

Michael H. Morris
Executive Director

Oregon State Lottery
2767 - 22nd Street, S.E.
Salem, Oregon 97309


By:



James J. Davey
Director

Rhode Island State Lottery
1425 Pontiac Avenue
Cranston, RI 02920

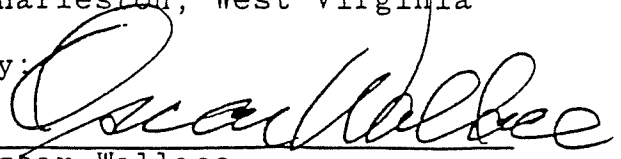
By:



Major Peter J. O'Connell
Executive Director

West Virginia State Lottery
312 MacCorkle Avenue
Charleston, West Virginia

By:



Oscar Wallace
Acting Director

DISTRICT OF MMBIA, ss.

On this the 16th day of September, 1987,
before me, Statti L. Wade, the
undersigned officer of the District of Columbia,
personally appeared Bernard Edwards of the District of
Columbia, known to me to be the person described in the
authorization document attached to the foregoing
Multi-State Agreement, and acknowledged that he/she
executed the same in the capacity therein stated and for
the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and
official seal.

Statti L. Wade

NOTARY PUBLIC

MY COMMISSION EXPIRES:
My Commission Expires July 31, 1992

DISTRICT OF COLUMBIA, ss.

On this the 16th day of September, 1987,
before me, Statti L. Wade, the
undersigned officer of the District of Columbia,
personally appeared Dr. Edward Stanek, of the State of
Iowa, known to me to be the person described in the
authorization document attached to the foregoing
Multi-State Agreement, and acknowledged that he/she
executed the same in the capacity therein stated and for
the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and
official seal.

Statti L. Wade

NOTARY PUBLIC

MY COMMISSION EXPIRES:
My Commission Expires July 31, 1992

DISTRICT OF COLUMBIA, ss.

On this the 16th day of September, 1987, before me, Notary L. Wade, the undersigned officer of the District of Columbia, personally appeared Larry Montgomery, of the State of Kansas, known to me to be the person described in the authorization document attached to the foregoing Multi-State Agreement, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary L. Wade

NOTARY PUBLIC

MY COMMISSION EXPIRES:
My Commission Expires July 31, 1993

DISTRICT OF COLUMBIA, ss.

On this the _____ day of _____, 1987, before me, _____, the undersigned officer of the District of Columbia, personally appeared Michael H. Morris, of the State of Missouri, known to me to be the person described in the authorization document attached to the foregoing Multi-State Agreement, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

DISTRICT OF COLUMBIA, ss.

On this the 16th day of September, 1987, before me, Notary L. Wade, the undersigned officer of the District of Columbia, personally appeared James J. Davey, of the State of Oregon, known to me to be the person described in the authorization document attached to the foregoing Multi-State Agreement, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary L. Wade

NOTARY PUBLIC

MY COMMISSION EXPIRES:
My Commission Expires July 31, 1992

DISTRICT OF COLUMBIA, ss.

On this the 16th day of September, 1987, before me, Notary L. Wade, the undersigned officer of the District of Columbia, personally appeared Major Peter J. O'Connell, of the State of Rhode Island, known to me to be the person described in the authorization document attached to the foregoing Multi-State Agreement, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary L. Wade

NOTARY PUBLIC

MY COMMISSION EXPIRES:
My Commission Expires July 31, 1992

DISTRICT OF COLUMBIA, ss.

On this the 16th day of September, 1987, before me, Notary L. Wade, the undersigned officer of the District of Columbia, personally appeared Oscar Wallace, of the State of West Virginia, known to me to be the person described in the authorization document attached to the foregoing Multi-State Agreement, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary L. Wade

NOTARY PUBLIC

MY COMMISSION EXPIRES:
My Commission Expires July 31, 1992

*DISTRICT OF COLUMBIA, ss.

On this the 16th day of September, 1987, before me, Notary L. Wade, the undersigned officer of the District of Columbia, personally appeared Carolyn B. Lewis, of the District of Columbia, known to me to be the person described in the authorization document attached to the foregoing Multi-State Agreement, and acknowledged that he/she executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary L. Wade

NOTARY PUBLIC

MY COMMISSION EXPIRES:
My Commission Expires July 31 1992

MULTI-STATE LOTTERY RULES

MUSL RULES AS ADOPTED
SEPTEMBER 16, 1987

MULTI-STATE LOTTERY RULES

PART I - ADMINISTRATION

RULE 1--DISPUTES.

1.1 First Review. The Board shall have the first opportunity to informally resolve any disputes arising between party lotteries regarding the MUSL, the agreement, by-laws, rules, or guidelines. The party lottery seeking resolution of a dispute shall seek a remedy from the Board by filing a notice of dispute with the Board. Filing shall be done by certified mail, return receipt requested, addressed to the Executive Director. If the Board fails to resolve the dispute to the satisfaction of any party to the dispute within 60 days after receiving notice of the dispute, the aggrieved party lottery may seek any other remedy authorized by law.

1.2 Conflicting Terms. In resolving conflicting terms in the Agreement, bylaws, rules, or other MUSL writings, controlling weight shall be given to statute and writings in the following order:

- (a) State Law,
- (b) MUSL Agreement,
- (c) MUSL Rules
- (d) MUSL Bylaws, and
- (e) MUSL Operating Procedures.

RULE 2--MINIMUM INTERNAL CONTROL SYSTEM (ICS) STANDARDS.

2.1 Daily Transactions Records. Daily transactions records of all MUSL transactions shall be collected by each party lottery after the close of each day's transactions. These records shall be processed by party lottery personnel using party lottery programs and balanced to the reports generated by the on-line system. Discrepancies shall be reconciled before a drawing can be held.

2.2 Drawing Day Transactions Records. Drawing day transactions records may be processed throughout the day so that discrepancies can be identified as soon as possible. The party lottery shall take possession of the drawing day's transactions records through the close of the drawing day's transactions and shall notify the MUSL drawing official of such possession and certify that the transaction records are in balance before a drawing can be held.

2.3 Winning Numbers Processing. Winning numbers shall be processed on the party lottery's system and balanced with the winning numbers report issued by the on-line system. The number of winners for each prize level shall be transmitted to the MUSL office. Each party lottery is expected to transmit the number of winners for each prize level to the MUSL control office within twelve hours of the drawing. The MUSL control office is expected to certify the number of winners and authorize the payment of

prizes within twelve hours of receiving the certified transactions records from all party lotteries. Prizes shall not be paid by any party lottery until the MUSL control office authorizes the payment of prizes.

2.4 Computer Requirements. The party lottery's internal control computer system shall be duplexed so that if one system fails, processing can continue on the system. A fault tolerant computer system is an acceptable alternative to a duplex computer system. All systems shall receive approval of the Board before use.

2.5 Changes to ICS. A party lottery shall obtain approval of the Board prior to implementing any change in its internal control system.

RULE 3--BUDGET.

3.1 Duties of Executive Director. By February 1st of each year, the Executive Director shall prepare and submit to the Executive Committee, a budget of the estimated expenditures of the MUSL for the fiscal year beginning July 1st, and estimate the portion of the total budget to be paid to the MUSL by each of the party lotteries in accordance with estimated sales as described in the Multi-State Agreement.

3.2 Contents of Budget. The annual budget shall include a narrative description of each major function or task of the MUSL with the estimates for each clearly identified and further defined by the following cost categories:

- (a) number, classification, and base salary of full-time employees, overtime, and temporary hours, dollars, and fringe benefits,
- (b) travel and subsistence,
- (c) supplies and printing (except facilities and DP),
- (d) communications (telephone and data-fax equipment)
- (e) facilities (including rentals, utilities, supplies, and services),
- (f) contracted services and maintenance (except facilities and DP),
- (g) data processing (including equipment, supplies, maintenance, and contracted services),
- (h) reimbursement to party lotteries,
- (i) equipment (except facilities, communications, and DP),
- (j) external audit services,
- (k) other expenses

All estimates shall be identified as being either recurring or non-recurring.

3.3 Executive Committee Review. The Executive Committee shall review the proposed budget and advise the Board and party lotteries by June 1st of each year of the approved budget and the portions thereof to be paid by each of the party lotteries. Each party lottery shall transfer its share of the operating expenses to MUSL by August 1st of each year.

3.4 Interim Reports and Transfers. If at any time during the fiscal year, the Executive Director has reason to believe that the actual costs will be significantly over or

under the approved budget, the Executive Director shall prepare and submit a supplemental budget to the Executive Committee with an explanation of the reasons for the variance and a revised estimate of the costs required. Each party lottery shall transfer its share of additional operating expenses approved by the Board to the MUSL within 60 days of notice of Board approval of the supplemental budget. The MUSL shall not incur any costs or obligations in excess of the current budget without the prior approval of the Board.

3.5 Excess Operating Funds. At the conclusion of the fiscal year accounting, excess operating funds shall be returned to the party lotteries in the same ratio as paid to the MUSL pursuant to Rule 3 (Budget).

RULE 4--DRAWING PROCEDURES. The Executive Director shall establish, with Executive Committee approval, the drawing procedures to be followed at each drawing. The drawing procedures shall provide that a minimum of two hours elapse between the close of the MUSL game ticket sales and the time of the drawing for those tickets sold. All drawings shall be open to the public and shall be witnessed by an independent certified public accountant. Any equipment used in a drawing shall be inspected and tested by the MUSL in the presence of an independent certified public accountant, both before and after the drawing. All drawings, inspections, and tests shall be recorded on video tape.

RULE 5--EMPLOYEE HIRING PRACTICES AND WORK RULES. The Executive Director shall develop employee work rules or guidelines with approval of the Executive Committee. The employee work rules or guidelines shall cover:

- (a) equal employment opportunities,
- (b) sexual harassment,
- (c) attendance and tardiness,
- (d) work standards,
- (e) separations,
- (f) disciplinary actions,
- (g) compensation, and
- (h) any other area deemed appropriate by the Board.

RULE 6--RECORDS MANAGEMENT.

6.1 Records Defined. "Records" shall mean any document, paper, photograph, or recording made or received in connection with the official business of the MUSL. Records do not include materials made or acquired for reference or exhibition purposes, or miscellaneous papers or correspondence without official significance.

6.2 Duties of Executive Director. The Executive Director shall maintain, in a secure and orderly manner, MUSL records and the records of party lotteries held by the MUSL in an official capacity.

6.3 Confidentiality. To the maximum extent practical, MUSL records shall be made available for public inspection in a reasonable and responsible manner through the party lotteries.

6.4 Records Retention. The Executive Director shall establish the minimum retention period for each record or class of record with Board approval. The Executive Director shall establish the criteria for the disposal of MUSL records.

RULE 7--INSURANCE COVERAGE. The MUSL shall purchase liability insurance for the MUSL staff and party lotteries staffs while on MUSL business.

RULE 8--PETITION FOR ADMISSION.

8.1 Minimum ICS Standards. A Lottery seeking admission to the MUSL shall have a fully tested internal control system which meets or exceeds the minimum standards set forth in Rule 2 (Minimum ICS Standards) before ticket sales commence. The Board shall review the internal control systems of each lottery seeking admission to the MUSL for compliance with Rule 2 (Minimum ICS Standards) and shall issue a written report summarizing its findings.

8.2 Other Admission Requirements. The Board shall determine other admission requirements as allowed by paragraph twenty-two of the agreement.

RULE 9--EXPULSION OF A PARTY LOTTERY. If the MUSL Board votes to expel a party lottery as provided in paragraph seventeen of the Agreement, the party lottery being considered for expulsion shall be excluded from the vote in that proceeding and in the voting calculations outlined in paragraph two of the Agreement.

RULE 10--ADVERTISING.

10.1 Unfair Advertising. No party lottery may advertise, either directly or indirectly, that MUSL tickets sold in its state offer better odds, better chances of winning, or better payoffs than MUSL tickets sold in other states. This rule does not prohibit a party lottery from offering retailer promotions or other creative promotions designed to increase the sale of MUSL tickets.

10.2 Grand Prize Estimate. No party lottery may advertise an estimated Grand Prize amount which is different than the estimated Grand Prize amount provided to the party lotteries by the MUSL.

RULE 11--TICKET PRICE

11.1 Uniform Price. Each ticket shall be sold at retail for the price set by the MUSL Board.

11.2 Taxes. The ticket price set by the MUSL Board shall include all the applicable taxes which a party lottery may be required to collect.

11.3 Discounts and Promotions. No party lottery shall discount or add to the price charged to the consumer or make any promotional offer which has the indirect effect of altering the price charged for a MUSL ticket.

RULE 12--SALE OF TICKETS

12.1 Authorized Agents. MUSL tickets shall be sold

only through agents authorized by a party lottery. Tickets shall be sold in accordance with the rules and regulations which apply to the sale of similar products sold by the party lottery.

12.2 Ticket Stock. MUSL tickets shall be sold through a party lottery's on-line system and shall be printed on ticket stock which meets the security requirements for ticket stock used in the party lottery's on-line games as well as other requirements approved by the Board.

12.3 MUSL Markings. All play slips used in the MUSL game shall be conspicuously marked to indicate that the slip pertains to the MUSL game and shall contain other markings as may be required by the MUSL Board.

RULE 13--PRIZE PAYMENTS. No party lottery may pay prizes that are less than or more than the prize amounts established by the MUSL. The prize won cannot be indirectly increased by party lottery promotions or agent promotions which have the effect of increasing the designated MUSL prize.

RULE 14--GRAND PRIZE FUND.

14.1 Grand Prize Funds Transferred to MUSL. Each party lottery shall transfer to the MUSL an amount as determined by rule 28.1 less actual low-tier prize liability. If this results in a negative amount, the MUSL control office shall transfer funds to the party lottery.

14.2 Unclaimed Grand Prizes. All funds owed by party lotteries to the MUSL to pay a grand prize that goes unclaimed shall be returned to party lotteries in proportion to sales by party lotteries for the grand prize in question after the claiming period set by the party lottery selling the winning ticket expires.

RULE 15--PURCHASING. The Executive Director is empowered to make purchases and enter into contracts on behalf of the MUSL which are necessary for the operation of the MUSL. Purchases which are expected to cost in the aggregate in excess of \$5,000.00 shall be obtained as a result of competitive bidding whenever bidding is feasible and is in the best interests of the MUSL or through the party lotteries. The Executive Director may exempt an item from competitive bidding or acquisition through a party lottery if the item is noncompetitive, if the item is purchased in quantities too small to be effectively purchased through competitive bidding, if there is an immediate or emergency need for the item, or if acquisition of the item through the normal procedures would not be in the best interests of the MUSL. Purchases or expenditures expected to cost in the aggregate more than \$25,000.00 must be approved by the MUSL Board before the expenditure is made. All property acquired by the Executive Director on behalf of the MUSL will be held in the name of the MUSL unless the Board designates a different entity to hold title to the property acquired.

RULE 16--SUBSCRIPTIONS. No party lottery shall offer for sale subscriptions to the MUSL game.

RULE 17--SINGLE GAME. No party lottery is obligated to participate in more than one MUSL game.

RULE 18--DATA TRANSMISSION. The Executive Director shall establish, with Executive Committee approval, a secure data transmission system to receive and transmit data necessary for the operation of the MUSL. The system shall provide for:

- (a) password protection,
- (b) notification of winning numbers,
- (c) input of sales and play data,
- (d) error checking, and
- (e) other features to facilitate the operation of the game

RULE 19--ELECTRONIC FUNDS TRANSFER. Funds shall be collected from each party lottery weekly by EFT. The amount to be transferred shall be calculated in accordance with Rule 27 (Prize Pool) and Rule 13 (Grand Prize Funds).

RULE 20--ANNUITY PAYMENTS. The MUSL shall act as agent for the party lotteries and purchase annuities in the names of the party lotteries who receive valid claims for each prize with an annuitized value of at least one million dollars. The annuity purchase process shall be handled by the MUSL (solicitation of bids, selection of annuity, premium payment, etc.).

RULE 21--ADVANCE SALES. Proceeds from advance sales may be held by the party lottery until the draw date for which the ticket applies.

RULE 22--ANNUAL AUDIT. All reimbursements and distributions of excess funds shall be done based on the annual financial audit conducted by the MUSL financial auditor.

RULE 23--INTEREST INCOME. Interest income earned on operating funds shall be used to offset operating expenses. Interest income on investments of unclaimed prizes shall accumulate to the prize reserve fund. Excess reimbursement from each party lottery is to be distributed to the party lotteries annually based on their proportion of gross sales.

RULE 24--TAX WITHHOLDING. Each party lottery shall withhold taxes in accordance with federal and state laws which apply to the party lottery. State income tax shall not be withheld or assessed by any jurisdiction unless the winner of the prize is a resident of the taxing jurisdiction or the winning ticket was purchased in the taxing jurisdiction.

RULE 25--PRIZE RESERVE FUND. The Prize Reserve Fund shall be invested by the Executive Director in the manner approved by the Executive Committee.

PART II - LOTTO GAME RULES

RULE 26--DEFINITIONS. The following definitions apply unless the context requires a different meaning or is otherwise inconsistent with the intention of the rules adopted by the MUSL and its party lotteries.

26.1 "Agent" or "retailer" means a person or entity authorized by a party lottery to sell lottery tickets.

26.3 "Drawing" means the formal process of selecting winning numbers which determine the number of winners for each prize level of the game.

26.4 "Computer pick" means the random selection by the computer system of seven different two-digit numbers from one (01) through forty (40) which appear on a ticket and are played by a player in the game.

26.5 "Game board" or "boards" means that area of the play slip which contains forty (40) squares, numbers one (1) through forty (40).

26.6 "Game ticket" or "ticket" means a ticket produced by a terminal which meets the specifications defined in the rules of each party lottery and Rule 30.

26.7 "Lotto" means a lottery game wherein a player selects a group of numbers out of a larger predetermined set of numbers. A player wins a prize if four (4), five (5), six (6), or seven (7) of the numbers selected by the player match the randomly drawn numbers in a weekly drawing conducted by MUSL.

26.8 "Party lottery" means a state lottery which has joined the MUSL.

26.9 "Play" or "bet" means the seven (7) different numbers from one (1) through forty (40) which appear on a ticket as a single lettered selection and are to be played by a player in the game.

26.10 "Play slip" or "bet slip" means a card used in marking a player's game plays and contains one or more boards.

26.11 "Terminal" means a device, which is authorized by a party lottery, to function in an on-line, interactive mode with the lottery's computer system, for the purpose of issuing lottery tickets and entering, receiving, and processing lottery transactions, including purchases, validating tickets, and transmitting reports.

26.12 "Winning numbers" means the seven (7) numbers between one (1) and forty (40), randomly selected at each drawing, which shall be used to determine winning plays contained on a game ticket.

RULE 27--GAME DESCRIPTION.

27.1 LOTTO AMERICA is a weekly seven (7) out of forty (40) lotto game which pays prizes on a parimutuel basis. To play LOTTO AMERICA, a player shall select a set of seven (7) different numbers, between one (1) and forty (40), for input into a terminal. Tickets can be purchased either from a terminal operated by an agent (i.e., a clerk-activated terminal) or from a terminal operated by the player (i.e., a player-activated

terminal). If purchased from an agent, the player may select each set by communicating the seven (7) numbers to the agent, or by marking seven (7) numbered squares in any one game board on a play slip and submitting the play slip to the agent or by requesting "computer pick" from the agent. The agent will then issue a ticket, via the terminal, containing the selected set or sets of numbers, each of which constitutes a game play. Tickets can be purchased from a player-activated terminal by use of a touch screen or by inserting a play slip into the machine.

27.2 Claims. A ticket (subject to the validation requirements set forth in Rule 34) shall be the only proof of a game play or plays and the submission of a winning ticket to the issuing party lottery or its authorized agent shall be the sole method of claiming a prize or prizes. A play slip has no pecuniary or prize value and shall not constitute evidence of ticket purchase or of numbers selected.

27.3 Cancellations Prohibited. A ticket may not be voided or cancelled by returning the ticket to the selling agent, including tickets that are printed in error.

27.4 Player Responsibility. It shall be the sole responsibility of the player to verify the accuracy of the game play or plays and other data printed on the ticket. The placing of plays is done at the player's own risk through the on-line agent who is acting on behalf of the player in entering the play or plays.

RULE 28--PRIZE POOL

28.1 Prize Pool. The prize pool for all prize categories shall consist of forty-five percent of each week's sales, including tax, until the Jackpot prize is funded to the annuitized amount guaranteed by the MUSL Board. When the Jackpot prize fund reaches the guaranteed annuitized amount, then forty-three percent of sales, including tax, shall become part of the prize pool. In the event the New York Lottery joins the MUSL, the prize pool shall consist of forty percent of the sales from all tickets.

28.2 Prize Reserve Fund. When the Jackpot prize fund reaches the annuitized amount guaranteed by the MUSL Board, two percent of sales, including tax, shall be placed in a prize reserve fund until the prize reserve fund exceeds the amount designated by the MUSL Board. Once the prize reserve fund exceeds the designated amount, the excess shall become part of the prize pool.

28.3 Parimutual Prizes. All prizes awarded, except the prize awarded for matching 4 numbers, shall be determined on a parimutuel basis as follows:

TICKETS CONTAINING FOLLOWING NUMBER OF MATCHES IN ONE GAME PLAY	PRIZE CATEGORY	PERCENT OF PRIZE POOL ALLOCATED TO PRIZE CATEGORY
All seven (7) Winning Numbers	Category 1	67.055
Any six (6) Winning Numbers	Category 2	7.204

Any five (5) Winning Numbers	Category 3	13.831
Any four (4) Winning Numbers	Category 4	11.910 est.

(a) The amount of prize money allocated to the Fourth Prize category paying a fixed prize of \$5.00 per each game board winning a fourth prize, shall be determined by the number of game boards winning a fourth prize. If the number of game boards winning a fourth prize exceeds the expected number of winners, prize money shall be drawn from the Grand Prize category to fund the Fourth Prize category. If the number of game boards winning a fourth prize is less than the expected number of winners, the excess prize money shall be added to the Grand Prize category.

(b) The prize money allocated to the Grand Prize category shall be divided equally by the number of game boards winning a grand prize.

(c) The prize money allocated to the Second Prize category shall be divided equally by the number of game boards winning a second prize.

(d) The prize money allocated to the Third Prize category shall be divided equally by the number of game boards winning a third prize.

28.4 Prizes Rounded. The calculation of a prize shall be rounded down so that prizes can be paid in multiples of whole dollars. All breakage shall be carried forward to the prize pool for the next drawing. The Grand Prize or a share of the Grand Prize may be rounded to facilitate the purchase of an appropriate funding mechanism.

RULE 29--PROBABILITY OF WINNING. The following table sets forth the probability of winning and the probable distribution of winners in and among each prize category, based upon the total number of possible combinations of seven (7) drawn from a field of forty (40) numbers.

Prize Category	Match	Probability of Winning	Probability Distribution of Winners	Probability of Prize Amount
Category 1	7	1:18,643,560	1	\$10,751,251*
Category 2	6	1:80,708	231	\$2,500
Category 3	5	1:1,681	11,088	\$100
Category 4	4	1:98	190,961	\$5

* Prize estimated using 20-year deferred-payment factor of 1.785.

RULE 30 PRIZE PAYMENT

30.1 **Annuitized Prizes.** Grand prizes shall all be paid with per winner annuities. If an annuity has a cash value of less than \$250,000, the MUSL, in its sole discretion, may elect to pay the cash value of the annuity. All annuitized prizes shall be paid in twenty equal payments with the initial payment being made in cash, to be followed by nineteen payments funded by the annuity. The initial payment of an annuitized prize shall not be made by a party lottery until the fifteenth calendar day following the drawing.

30.2 **Cash Prize Payments.** All prizes, other than grand prizes, having an annuitized value of less than one million dollars, shall be paid in cash by the party lottery which sold the winning ticket(s). A party lottery may begin paying cash prizes on the Monday following the drawing as authorized by the MUSL.

30.3 **Rollover.** If the Grand Prize is not won in a weekly drawing, the prize money allocated for the Grand Prize shall roll over and be added to the Grand Prize pool for the following week's drawing.

30.4 **Grand Prize Cap.** A cap of \$80 million shall be placed on the Grand Prize. Funds allocated to the Grand Prize in excess of the amount needed to fund an \$80 million prize shall be held to fund the next Grand Prize which is less than \$80 million.

30.5 **Limited to Highest Prize Won.** The holder of a winning ticket may win in only one Prize Category per board in connection with the winning numbers drawn, and shall be entitled only to the highest prize won by those numbers.

30.7 **Prize Claim Period.** Prize claims shall be submitted within the period set by the party lottery selling the ticket. If no such claim period is established, all grand prize claims shall be made within 180 days after the drawing date.

RULE 31--TICKET VALIDATION. To be a valid ticket and eligible to receive a prize, a MUSL ticket shall satisfy all the requirements established by a party lottery for validation of winning tickets sold through its on-line system and any other validation requirements established by the MUSL Board. The MUSL and the party lotteries shall not be responsible for tickets which are altered in any manner.

RULE 32--TICKET RESPONSIBILITY.

32.1 **Signature.** Until such time as a signature is placed upon the rear portion of a ticket in the area designated for signature, a ticket shall be owned by the bearer of the ticket. When a signature is placed on the back of the tickets in the place designated, the person whose signature appears in such area shall be the owner of the ticket and shall be entitled (subject to the validation requirements in Rule 30 (Ticket Validation)) to any prize attributable thereto.

32.2 **Multiple Signatures.** The manner of payment of MUSL prizes for valid winning tickets bearing multiple signatures

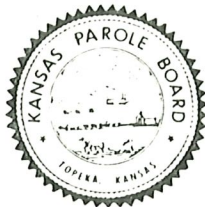
shall be determined by the rules of the party lottery making the prize payment.

32.3 Stolen Tickets. The MUSL and the party lotteries shall not be responsible for lost or stolen tickets.

RULE 33--INELIGIBLE PLAYERS. Those persons designated by a party lottery's law as ineligible to play its games shall also be ineligible to play the MUSL game in that party lottery's jurisdiction.

RULE 34--APPLICABLE LAW. In purchasing a ticket, the purchaser agrees to comply with and abide by all applicable laws, rules, regulations, procedures, and decisions of the party lottery where the ticket was purchased.

1/19/88



Members

Elwaine F. Pomeroy
Chairman

Joan M. Hamilton
Vice-Chairman

Frank Henderson
Member

KANSAS PAROLE BOARD
LANDON STATE OFFICE BUILDING
900 JACKSON STREET, 4TH FLOOR
ROOM 452 S
TOPEKA, KANSAS 66612-1220
(913) 296-3469

George V. Jones
Director

OUTLINE OF REMARKS

By Elwaine F. Pomeroy

Chairman, Kansas Parole Board

Senate Federal and State Affairs Committee

January 19, 1988

SB 456

Compare SB 372

Favorable features of each

Increased number of inmates

Increased decisions concerning inmates

FY 1985 - 2,325

FY 1986 - 2,718

FY 1987 - 3,072

Increased revocation hearings

FY 1985 - 402

FY 1986 - 496

FY 1987 - 590

Increased number of institutions

Increased hearing days - calendar crowded

Senate FSA
1/19/88
Attachment #4

Length of some hearing days

Have instituted administrative changes

- Board table cases - mostly two votes

- Turnaround time greatly reduced

- Director sometimes does initial hearings

- One reviews clemency applications

Sometimes two members at hearings

- Illness

- Lunch breaks

- Schedule conflicts

Violation hearings sometimes one member

Concerns about expansion

- Possible variance among panels

- Unanimous policy

- Level of participation

- Additional costs

Other suggested changes

- Agency name in statutes

- 22-3717 (e) "Shall have power" to "may"

- 22-3710 No capacity

- 22-3711 Communications to K.P.B.

- 22-3712 Repeal

- 22-3713 One member may conduct hearings

- 22-3716 Belongs elsewhere

Pending lawsuits

- Reasons for not granting parole

- Haney case

Factor s consider ed

Crime

Criminal History

Disciplinary Record

Program participation

Parole plan

Public input

Work closely with D.O.C.

Regular meetings

Renewed cooperation

REVISED DECEMBER 17, 1987

1/19/88 #5
 Elaine Perry

SUN	MON	TUE	WED	THU	FRI	SAT
<p>DECEMBER</p> <p>S M T W T F S</p> <p>1 2 3 4 5</p> <p>6 7 8 9 10 11 12</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28 29 30 31</p>	<p>FEBRUARY</p> <p>S M T W T F S</p> <p>1 2 3 4 5 6</p> <p>7 8 9 10 11 12 13</p> <p>14 15 16 17 18 19 20</p> <p>21 22 23 24 25 26 27</p> <p>28 29</p>				1	2
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10	11 PAROLE, P.V. HEARINGS KSP FSWRC	12 PAROLE, P.V. HEARINGS KSP FSWRC	13 PAROLE, P.V. HEARINGS KSP FSWRC	14 PAROLE, P.V. HEARINGS KSP FSWRC	15 INITIAL HEARINGS SRDC <i>10.00 D.C.C.</i>	16
17	18 HOLIDAY <small>MARTIN LUTHER KING DAY</small>	19 PUBLIC COMMENT TOPEKA	20 PAROLE HEARINGS WPRC THC EDHC	21 PUBLIC COMMENT WICHITA PAROLE HEARINGS WWRC	22 PAROLE, P.V. HEARINGS KSIR LSSH INITIAL HEARINGS SRDC	23
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31						

Senate FSA
 1/19/88
 Attachment #5

KANSAS PAROLE BOARD
 LA STATE OFFICE BUILDING
 9C CKSON STREET
 TOPEKA, KANSAS 66612
 PHONE #913-296-3469

January 1988

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KANSAS PAROLE BOARD
 LONDON STATE OFFICE BUILDING
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 PHONE #913-296-3469

February 1988

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KANSAS PAROLE BOARD
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 TOPEKA, KANSAS 66612
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March 1988

STATE OF KANSAS

1/19/88 #6

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To: Senate Committee on Federal and State Affairs
From: Mary Torrence, Assistant Revisor of Statutes
Re: Parole Board, Unanimous Decisions
Date: January 19, 1988

The Sedgwick County District Court in Haney v. Hamilton et al. found that a requirement of a unanimous vote to grant parole contravenes K.S.A. 77-201 which states that "Words giving a joint authority to three or more public officers or other persons shall be construed as given that authority to a majority of them, unless it is otherwise expressed in the act giving the authority." The court then ordered the case remanded to the parole board for action in accordance with the decision.

The parole board is going to appeal the decision and expects that the appeal will be expedited. The court declined to order that the case be maintained as a class action, which should aid in its prompt resolution.

Senate FSA
1/19/88
Attachment #6