



OFFICE OF LT. GOVERNOR
SUZANNE CROUCH
STATE HOUSE, ROOM 333
INDIANAPOLIS, INDIANA 46204-2732
serouch@lg.in.gov
(317) 232-4545

FILED

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INDIANA STATE
ETHICS COMMISSION

IC 4-2-6-11

Post-employment waiver

As the Appointing Authority of the Office of Lieutenant Governor and Office of Community and Rural Affairs, I am filing this waiver of the application of the Code of Ethics' post-employment restriction as it applies to Denny Spinner in his post-employment with Indiana University Center for Rural Engagement.

I understand that I must file and present this waiver to the State Ethics Commission at their next available meeting. I further understand that this waiver is not final until approved by the State Ethics Commission.

A. This waiver is provided pursuant to IC 4-2-6-11(g) and specifically waives the application of *(Please indicate the specific restriction in 42 IAC 1-5-14 (IC 4-2-6-11) you are waiving):*

- IC 4-2-6-11(b)(1): 365 day required "cooling off" period before serving as a lobbyist.
- IC 4-2-6-11(b)(2): 365 day required "cooling off" period before receiving compensation from an employer for whom the state employee or special state appointee was engaged in the negotiation or administration of a contract and was in a position to make a discretionary decision affecting the outcome of such negotiation or administration.
- IC 4-2-6-11(b)(3): 365 day required "cooling off" period before receiving compensation from an employer for which the former state employee or special state appointee made a directly applicable regulatory or licensing decision.
- IC 4-2-6-11(c): Particular matter restriction prohibiting the former state employee or special state appointee from representing or assisting a person in a particular matter involving the state if the former state officer, employee, or special state appointee personally and substantially participated in the matter as a state worker. *(Please provide a brief description of the specific particular matter(s) to which this waiver applies below):*

B. IC 4-2-6-11(g)(2) requires that an agency's appointing authority, when authorizing a waiver of the application of the post-employment restrictions in IC 4-2-6-11(b)-(c), also include specific information supporting such authorization. Please provide the requested information in the following five (5) sections to fulfill this requirement.

1. Please explain whether the employee's prior job duties involved substantial decision-making authority over policies, rules, or contracts:

As executive director for the Office of Community and Rural Affairs (OCRA), Mr. Spinner is the top executive for OCRA, directing strategy and daily operations of the agency. He develops plans and policies and directs resources for the agency and serves as the public representative of OCRA. As an agency under the purview of the Lieutenant Governor, OCRA and its executive director make recommendations on policies and contracts with final approval by the Lieutenant Governor and the chief of staff of the Office of Lieutenant Governor.

The mission of OCRA is to work with local, state and national partners to provide resources and technical assistance to aid communities in shaping and achieving their vision for community and economic development.

The executive director of OCRA does sign contracts for the agency provided the contracts have been approved by the Office of Lieutenant Governor. In regards to the relationship with Indiana University, there are three contracts signed by Mr. Spinner with Indiana University.

1. Title: Extreme Heat Preparedness in Indiana communities
 - a. Contract #000000000000000000052079
 - b. Total amount: \$310,763
 - c. Contract dates: 4/1/2021 - 1/31/24 (initial contract + two amendments)
 - d. All work done via this contract is managed by a direct report of Mr. Spinner
 - e. IU entity conducting the work is the Environmental Resilience Institute
2. Title: Advancing Mental Health for Rural Hoosiers
 - a. Contract #000000000000000000064796
 - b. Total amount: \$200,000
 - c. Contract dates: 5/1/2022 - 4/30/2023
 - d. All work done via this contract is managed by Mr. Spinner
 - e. IU entity conducting the work is the Center for Rural Engagement
3. Title: Advancing Mental Health for Rural Hoosiers (part 2) *Note: This is a continuation of the work from the contract noted in item 2 but needed a new contract since the decision to extend the work was made after the expiration of the initial contract.*
 - a. Contract #000000000000000000073901
 - b. Total amount: \$75,690.93
 - c. Contract dates: 7/1/2023 - 12/31/2023
 - d. All work done via this contract is managed by Mr. Spinner
 - e. IU entity conducting the work is the Center for Rural Engagement

For contract #3, there will be overlap during Mr. Spinner's new role with IU CRE and the end of the contract (likely 4 weeks). However, per the particular matter restriction in IC 4-2-6-11(c), Mr. Spinner will not do any work related to this contract while at IU CRE.

2. Please describe the nature of the duties to be performed by the employee for the prospective employer:

The primary role for the prospective employer will be to lead the Center for Rural Engagement in order to marshal the resources of Indiana University and its faculty, staff and students to partner with community stakeholders to solve the complex, entrenched and emerging challenges in the 11-county south west central Indiana region; build alliances and networks to help communities identify and amplify their existing assets and capitalize on their own unique sense of place; and employ best practices to enhance quality of life and well-being for the 11-county region and share the results.

3. Please explain whether the prospective employment is likely to involve substantial contact with the employee's former agency and the extent to which any such contact is likely to involve matters where the agency has the discretion to make decisions based on the work product of the employee:

The prospective employment with the Indiana University Center for Rural Engagement (IU CRE) is likely to involve contact with the employee's former agency (OCRA) but not substantial and the contact is unlikely to involve matters where the agency has the discretion to make decisions based on the work product of the employee. The contact between the IU CRE and OCRA is likely to occur when both entities are working in the same community as well as the specific anticipated work described below.

Prior work between the two entities include IU CRE assisting OCRA with community engagement. Future work is anticipated to be related to OCRA's Stellar Community program. The scope of that work will be determined during 2024 but wouldn't begin until 2025. This work is likely to include facilitating community engagement and providing technical assistance for communities not selected to be a Stellar Community.

The overlap of work between IU CRE and OCRA constitute a small portion of the total scope of work for each organization.

4. Please explain whether the prospective employment may be beneficial to the state or the public, specifically stating how the intended employment is consistent with the public interest:

Both IU CRE and OCRA work to improve the lives of Hoosiers. Having Mr. Spinner take his detailed knowledge of rural communities and exceptional relationship building skills to IU will benefit Indiana and the communities served by IU CRE. IU CRE seeks to solve the complex, entrenched and emerging challenges in the region it serves, which is of significant public interest.

Prior to joining OCRA, Mr. Spinner was the mayor of Huntingburg, Indiana. This experience as well as his longtime community work in Dubois County have provided him with a deep understanding of the communities in which IU CRE works. Mr. Spinner's work, skills and abilities have been beneficial to the state in his capacity as executive director of OCRA and will be well utilized leading IU CRE.

The public interest is well-served by having thriving communities throughout Indiana, which is what the work of IU CRE accomplishes. Mr. Spinner's work leading IU CRE will be consistent with the public interest in this way.

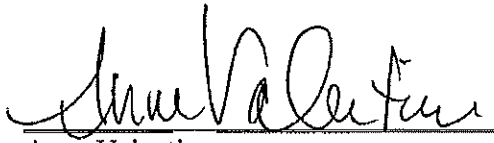
5. Please explain the extent of economic hardship to the employee if the request for a waiver is denied:

Mr. Spinner resides in southern Indiana where he has been a life-long resident and where he and his wife raised their family and continue to be active in their community. Working in Indianapolis leading OCRA has added expenses for Mr. Spinner through maintaining a second residence so he doesn't have to commute in excess of two hours each way on a daily basis. Working at IU will provide Mr. Spinner with the opportunity to return to living at home and only one residence to maintain. Should this request be denied, Mr. Spinner will have to continue maintaining a second residence.

C. Signatures

1. Appointing authority/state officer of agency

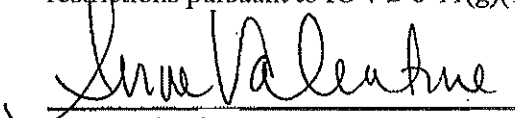
By signing below I authorize the waiver of the above-specified post-employment restrictions pursuant to IC 4-2-6-11(g)(1)(A). In addition, I acknowledge that this waiver is limited to an employee or special state appointee who obtains the waiver before engaging in the conduct that would give rise to a violation.


Anne Valentine

11/2/2023
DATE


2. Ethics Officer of agency

By signing below I attest to the form of this waiver of the above-specified post-employment restrictions pursuant to IC 4-2-6-11(g)(1)(B).


Anne Valentine

11/2/2023
DATE

D. Approval by State Ethics Commission

FOR OFFICE USE ONLY	
Approved by State Ethics Commission	
 Katherine Noel, Chair, State Ethics Commission	<u>11-16-23</u> Date