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April 9, 2007

**SENT VIA EMAIL AND U.S. MAIL**

Honorable William L. Peck  
Chairman, and Members of the  
County of Ventura Campaign Finance Ethics Commission  
800 S. Victoria Avenue, L1940  
Ventura, California 93009

Re: Case # 2006-14 – Respondent Peter Foy for Supervisor

Dear Chairman Peck and Members of the Ethics Commission:

This letter is to advise the Commission regarding Case # 2006-14, which alleges a violation of the Ventura County Campaign Reform Ordinance (“the Ordinance”) by the Peter Foy for Supervisor Committee (“the Committee”). For the reasons discussed below, I recommend that the Commission dismiss this case and find that no violation occurred.

The complaint filed by Carroll Dean Williams on October 24, 2006 appears to allege the Committee violated section 1293 of the Ordinance by failing to publicly disclose the written terms of a loan from the candidate to the Committee. The complaint is silent on the specifics of the violation; it references only a series of emails exchanged between Mr. Williams, the Committee, and Elections Supervisor Virginia Bloom. According to these emails, on October 11, 2006, Mr. Williams asked the campaign for a copy of the loan agreement governing a series of loans totaling \$362,000 from Supervisor Foy to the Committee. That day, Committee staff emailed the Elections Division asking whether the loan agreements must be publicly disclosed. In her reply, Ms. Bloom said the agreements were public records which the public has a right to request. No further information is in the complaint; it does not say whether the campaign refused to turn over the loan documents after Ms. Bloom’s email. Based on this information, on December 11, 2006 a finding of probable cause for the Commission to investigate the complaint was issued.

Section 1293 of the Ordinance grants the Commission and certain officials access to certain campaign records:

[e]ach county candidate and committee shall deliver, on demand, to the Commission and any public officer having authority to enforce this

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division a written authorization permitting the officer to have access to all records pertaining to the campaign contribution checking account.

Section 1293 does not require the disclosure of loan agreements or other records to a member of the public. It requires the delivery of a written authorization to access records only when the Commission or a public officer makes a request for them. Its purpose is to allow the Commission or staff to audit a campaign account.

Section 1273(d) of the Ordinance requires a written agreement for “every loan” to a county candidate or his or her controlled committee. It requires “each county candidate or elected county officer” to “maintain in his or her committee’s records a copy of the written loan agreement.” Section 1273(d), though, does not require that such agreements be disclosed to the public. Nor does any other part of the Ordinance. It is likely, though, that section 1293, which applies to “all records pertaining to a campaign contribution checking account,” would apply to the written loan agreement. This would mean that the Committee must grant the Commission or public officers access to the loan agreement upon request since the loan agreement “pertains” to the campaign’s checking account.

Although the Elections Office informed the campaign on October 11, 2006 that the loan agreements were public records that should be disclosed pursuant to section 1293, the Elections Office never demanded “written authorization permitting the officer to have access to all records pertaining to the campaign contribution checking account.” Without such a demand section 1293 does not apply. The request for a copy made by the complainant directly to the Committee is not covered by Section 1293.

When I requested the loan agreement from Supervisor Foy at a Pre-Hearing Conference on February 9, 2007, he provided a copy to me. In a February 27, 2007 letter, Supervisor Foy included the loan agreement as an attachment. By complying with my request, the Committee has complied with section 1293. The loan agreement itself meets the requirements of section 1273(d).

The complaint should also be dismissed because it is moot. Supervisor Foy informed me the Committee supplied Mr. Williams a copy of the loan agreement in

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October 2006. Thus, even though Mr. Williams is not legally entitled to a copy of the loan agreement, he has apparently received one.

I conclude that respondent Peter Foy for Supervisor did not violate the Ordinance because (1) the loan was properly documented, (2) the Ordinance did not require the Committee to disclose the loan agreement to Mr. Williams, and (3) the Committee voluntarily disclosed the agreement to the complainant anyway. I recommend that this case be dismissed without a finding of any violation. I will attend your April 20, 2007 meeting to answer any questions you may have.

Very truly yours,



Craig A. Steele

cc: Del Tompkins  
Matthew Smith, Esq.  
Fredric Woocher, Esq.