



FEDERAL ELECTION COMMISSION

1325 K STREET NW
WASHINGTON, D.C. 20463

THIS IS THE END OF MUR # 1900

Date Filmed 2/21/86 Camera No. --- 2

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FEDERAL ELECTION COMMISSION

(1) Routing slips (2) internal memos

(3) 17 Day Report

The above-described material was removed from this file pursuant to the following exemptions provided in the Freedom of Information Act; 5 U.S.C. Section 552 (b):

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| <input type="checkbox"/> | (1) Classified Information | <input type="checkbox"/> | (6) Personal privacy |
| <input checked="" type="checkbox"/> | (2) Internal rules and practices | <input type="checkbox"/> | (7) Investigatory files |
| <input type="checkbox"/> | (3) Exempted by other statute | <input type="checkbox"/> | (8) Banking Information |
| <input type="checkbox"/> | (4) Trade secrets and commercial or financial information | <input type="checkbox"/> | (9) Well Information (geographic or geophysical) |
| <input checked="" type="checkbox"/> | (5) Internal Documents | | |

Signed

St. Kempfield

date

1/28/86

86040570003

BEFORE THE FEDERAL ELECTION COMMISSION

86040570001

In the Matter of)
)
DNC Services Corporation/Democratic)
National Committee)
Sharon Pratt Dixon, treasurer)
Alabama Democratic State Party)
Dick Humphrey, treasurer)
Democratic State Central Committee)
Maureen G. Satti, treasurer) MUR 1900
Democratic Executive Committee)
of Florida)
Monnie J. Yungkans, treasurer)
Washington State Democratic)
Central Committee)
Clay Bleck, treasurer)
West Virginia State Democratic)
Executive Committee)
Deborah F. Phillips, treasurer)

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session of November 13, 1985, do hereby certify that the Commission took the following actions on MUR 1900:

1. Decided by a vote of 5-0 to
 - a) Take no further action against the Democratic State Central Committee (of Connecticut) and Maureen G. Satti, as treasurer, for violations of 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv).

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- b) Take no further action against the Alabama Democratic State Party and Dick Humphrey, as treasurer, for violations of 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv).
 - c) Take no further action against the West Virginia State Democratic Executive Committee and Deborah F. Phillips, as treasurer, for violations of 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv).
 - d) Take no further action against the Washington State Democratic Central Committee and Clay Bleck, as treasurer, for violations of 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv).
 - e) Take no further action against DNC Services Corporation/Democratic National Committee and Sharon Pratt Dixon, as treasurer, for violations of 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv).

Commissioners Aikens, Elliott, Harris, Josefiak, and McGarry voted affirmatively for the decision; Commissioner McDonald was not present.

2. Decided by a vote of 5-0 to take no further action against the Democratic Executive Committee of Florida and Monnie J. Yungkans, as treasurer, for violations of 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv).

Commissioners Aikens, Elliott, Harris, Josefiak, and McGarry voted affirmatively for the decision; Commissioner McDonald was not present.

(continued)

Federal Election Commission
Certification for MUR 1900
November 13, 1985

Page 3

3. Decided by a vote of 5-0 to direct the Office of General Counsel to close the file with respect to all of the respondents in this matter and to send appropriate letters.

Commissioners Aikens, Elliott, Harris, Josefiak, and McGarry voted affirmatively for the decision; Commissioner McDonald was not present.

Attest:

11-14-85

Date

Marjorie W. Emmons

Marjorie W. Emmons
Secretary of the Commission

86040570006

Kleinfeld



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

December 3, 1985

John M. Carroll, Esquire
Democratic National Committee
430 South Capital Street, S.E.
Washington, D.C. 20031

RE: MUR 1900
Democratic National Committee
and Sharon Pratt Dixon,
as treasurer

Dear Mr. Carroll:

On February 26, 1985, the Commission found reason to believe that your clients had violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 CFR § 102.6(a)(1)(iv) of the Commission's Regulations in connection with the above referenced MUR. However, after considering the circumstances of this matter, the Commission determined to take no further action and on November 13, 1985, closed its file as it pertains to your clients.

The file will be made part of the public record within 30 days after this matter has been closed with respect to all other respondents involved. Should you wish to submit any materials to appear on the public record, please do so within 10 days of your receipt of this letter.

The confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter is closed. The Commission will notify you when the entire file has been closed.

If you have any questions, please direct them to Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

Joan D. Aikens
Vice Chairman

86040570007



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

John M. Carroll, Esquire
Democratic National Committee
430 South Capital Street, S.E.
Washington, D.C. 20031

RE: MUR 1900 *ELK*
Democratic National Committee
and Sharon Pratt Dixon,
as treasurer

Dear Mr. Carroll:

On February 26, 1985, the Commission found reason to believe that your clients had violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 CFR § 102.6(a)(1)(iv) of the Commission's Regulations in connection with the above referenced MUR. However, after considering the circumstances of this matter, the Commission determined to take no further action and on _____, 1985, closed its file as it pertains to your clients.

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If you have any questions, please direct them to Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

John Warren McGarry
Chairman

66040570000



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

December 3, 1985

Edward Still, Esq.
Reeves and Still
714 South 29th Street
Birmingham, Alabama 35233-2810

RE: MUR 1900
Alabama Democratic State
Party and Dick Humphrey,
as treasurer

Dear Mr. Still:

On February 26, 1985, the Commission found reason to believe that your clients had violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 CFR § 102.6(a)(1)(iv) of the Commission's Regulations in connection with the above referenced MUR. However, after considering the circumstances of this matter, the Commission determined to take no further action and on November 13, 1985, closed its file as it pertains to your clients.

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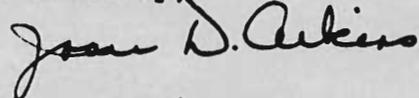
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The Commission reminds you that the transfer of prohibited funds from your state account nevertheless appears to be a violation of 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv). You should take immediate steps to insure that this activity does not occur in the future.

36040570007

If you have any questions, please direct them to Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,



Joan D. Aikens
Vice Chairman

86040570010



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Edward Still, Esq.
Reeves and Still
714 South 29th Street
Birmingham, Alabama 35233-2810

RE: MUR 1900 *SK*
Alabama Democratic State
Party and Dick Humphrey,
as treasurer

Dear Mr. Still:

On February 26, 1985, the Commission found reason to believe that your clients had violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 CFR § 102.6(a)(1)(iv) of the Commission's Regulations in connection with the above referenced MUR. However, after considering the circumstances of this matter, the Commission determined to take no further action and on _____, 1985, closed its file as it pertains to your clients.

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The Commission reminds you that the transfer of prohibited funds from your state account nevertheless appears to be a violation of 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv). You should take immediate steps to insure that this activity does not occur in the future.

36040570011

If you have any questions, please direct them to Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

John Warren McGarry
Chairman

36040570012



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

December 3, 1985

Joseph A. Ruggiero, Esq.
Ruggiero, Vitrano, Ziogas & Allaire
271 Farmington Ave.
Bristol, Connecticut 06010

RE: MUR 1900
Democratic State Central Committee
and Maureen G. Satti, as treasurer

Dear Mr. Ruggiero:

On February 26, 1985, the Commission found reason to believe that your clients had violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 CFR §102.6(a)(1)(iv) of the Commission's Regulations in connection with the above referenced MUR. However, after considering the circumstances of this matter, the Commission determined to take no further action and on November 13, 1985, closed its file as it pertains to your clients.

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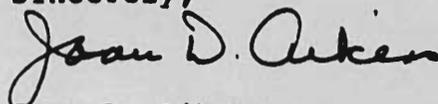
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The Commission reminds you that the transfer of prohibited funds from your state account nevertheless appears to be a violation of 2 U.S.C. § 441b and 11 CFR § 102.6(a)(1)(iv). You should take immediate steps to insure that this activity does not occur in the future.

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If you have any questions, please direct them to Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,



Joan D. Aikens
Vice Chairman

86040570014



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Joseph A. Ruggiero, Esq.
Ruggiero, Vitrano, Ziogas & Allaire
271 Farmington Ave.
Bristol, Connecticut 06010

RE: MUR 1900 *EK*
Democratic State Central Committee
and Maureen G. Satti, as treasurer

Dear Mr. Ruggiero:

On February 26, 1985, the Commission found reason to believe that your clients had violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 CFR §102.6(a)(1)(iv) of the Commission's Regulations in connection with the above referenced MUR. However, after considering the circumstances of this matter, the Commission determined to take no further action and on _____, 1985, closed its file as it pertains to your clients.

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Joseph A. Ruggiero
Page 2

If you have any questions, please direct them to Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

John Warren McGarry
Chairman

96040570016

Kleinfeld



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 3, 1985

John H. French, Jr., Esquire
Messer, Vickers, Caparello, French
& Madsen
Suite 701 Lewis State Bank Building
215 South Monroe Street
Tallahassee, Florida 32302-1876

RE: MUR 1900
Democratic Executive Committee
of Florida and
Monnie J. Yungkans, as treasurer

Dear Mr. French:

On February 26, 1985, the Commission found reason to believe that your clients had violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 CFR § 102.6(a)(1)(iv) of the Commission's Regulations in connection with the above referenced MUR. However, after considering the circumstances of this matter, the Commission determined to take no further action and on November 13, 1985, closed its file as it pertains to your clients.

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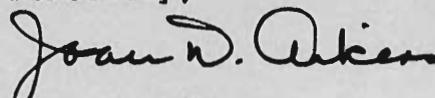
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The Commission reminds you that the transfer of prohibited funds from your state account nevertheless appears to be a violation of 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv). You should take immediate steps to insure that this activity does not occur in the future.

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If you have any questions, please direct them to Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,



Joan D. Aikens
Vice Chairman

86040570010



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

John H. French, Jr., Esquire
Messer, Vickers, Caparello, French
& Madsen
Suite 701 Lewis State Bank Building
215 South Monroe Street
Tallahassee, Florida 32302-1876

sk
RE: MUR 1900
Democratic Executive Committee
of Florida and
Monnie J. Yungkans, as treasurer

Dear Mr. French:

On February 26, 1985, the Commission found reason to believe that your clients had violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 CFR § 102.6(a)(1)(iv) of the Commission's Regulations in connection with the above referenced MUR. However, after considering the circumstances of this matter, the Commission determined to take no further action and on November 13, 1985, closed its file as it pertains to your clients.

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The Commission reminds you that the transfer of prohibited funds from your state account nevertheless appears to be a violation of 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv). You should take immediate steps to insure that this activity does not occur in the future.

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If you have any questions, please direct them to Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

John Warren McGarry
Chairman

36040570020



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 3, 1985

Clay Bleck, Treasurer
Washington State Democratic
Central Committee
P.O. Box 4027
Seattle, Washington 98104

RE: MUR 1900
Washington State Democratic
Central Committee
and Clay Beck, as treasurer

Dear Mr. Bleck:

On February 26, 1985, the Commission found reason to believe that the Washington State Central Committee and you, as treasurer, had violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 CFR § 102.6(a)(1)(iv) of the Commission's Regulations in connection with the above referenced MUR. However, after considering the circumstances of this matter, the Commission determined to take no further action and on November 13, 1985, closed its file as it pertains to the Washington State Central Committee and you, as treasurer.

The file will be made part of the public record within 30 days after this matter has been closed with respect to all other respondents involved. Should you wish to submit any materials to appear on the public record, please do so within 10 days of your receipt of this letter.

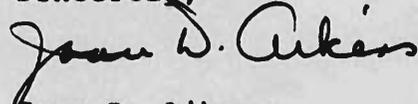
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The Commission reminds you that the transfer of prohibited funds from your state account nevertheless appears to be a violation of 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv). You should take immediate steps to insure that this activity does not occur in the future.

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If you have any questions, please direct them to Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,



Joan D. Aikens
Vice Chairman

96040570022



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

Clay Bleck, Treasurer
Washington State Democratic
Central Committee
P.O. Box 4027
Seattle, Washington 98104

RE: MUR 1900 *2K*
Washington State Democratic
Central Committee
and Clay Beck, as treasurer

Dear Mr. Bleck:

On February 26, 1985, the Commission found reason to believe that the Washington State Central Committee and you, as treasurer, had violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 CFR § 102.6(a)(1)(iv) of the Commission's Regulations in connection with the above referenced MUR. However, after considering the circumstances of this matter, the Commission determined to take no further action and on November 13, 1985, closed its file as it pertains to the Washington State Central Committee and you, as treasurer.

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The Commission reminds you that the transfer of prohibited funds from your state account nevertheless appears to be a violation of 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv). You should take immediate steps to insure that this activity does not occur in the future.

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If you have any questions, please direct them to Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

John Warren McGarry
Chairman

86040570021



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 3, 1985

Joseph R. Goodwin, Esq.
Goodwin & Goodwin
1717 Charleston National Plaza
Charleston, W. Va. 25301

RE: MUR 1900
West Virginia State Democratic
Executive Committee and
Deborah F. Phillips, as treasurer

Dear Mr. Goodwin:

On February 26, 1985, the Commission found reason to believe that your clients had violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 CFR §102.6(a)(1)(iv) of the Commission's Regulations in connection with the above referenced MUR. However, after considering the circumstances of this matter, the Commission determined to take no further action and on November 13, 1985, closed its file as it pertains to your clients.

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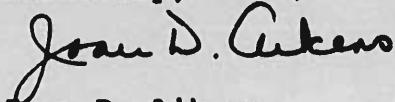
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If you have any questions, please direct them to Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,



Joan D. Aikens
Vice Chairman

86040570026



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Joseph R. Goodwin, Esq.
Goodwin & Goodwin
1717 Charleston National Plaza
Charleston, W. Va. 25301

Ek
RE: MUR 1900
West Virginia State Democratic
Executive Committee and
Deborah F. Phillips, as treasurer

Dear Mr. Goodwin:

On February 26, 1985, the Commission found reason to believe that your clients had violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 CFR §102.6(a)(1)(iv) of the Commission's Regulations in connection with the above referenced MUR. However, after considering the circumstances of this matter, the Commission determined to take no further action and on _____, 1985, closed its file as it pertains to your clients.

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Joseph R. Goodwin, Esq.
Page 2

If you have any questions, please direct them to Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

John Warren McGarry
Chairman

86040570023

BEFORE THE FEDERAL ELECTION COMMISSION

RECEIVED
OFFICE OF THE FEC
COMMISSION SECRETARY

In the Matter of)
)
DNC Services Corporation/Democratic)
National Committee)
Paul G. Kirk, treasurer)
Alabama Democratic State Party)
Dick Humphrey, treasurer)
Democratic State Central Committee)
Maureen G. Satti, treasurer)
Democratic Executive Committee)
of Florida)
Monnie J. Yungkans, treasurer)
Washington State Democratic)
Central Committee)
Clay Beck, treasurer)
West Virginia State Democratic)
Executive Committee)
Deborah F. Phillips, treasurer)

05 AUG 14 A 9:13

MUR 1900

SENSITIVE

GENERAL COUNSEL'S REPORT

I. BACKGROUND

On February 26, 1985, the Federal Election Commission ("Commission") determined that there is reason to believe that the Democratic National Committee ("DNC") and Paul G. Kirk, as treasurer; the Alabama Democratic State Party ("Alabama Committee") and Dick Humphrey, as treasurer; the Democratic State Central Committee ("Connecticut Committee") and Maureen G. Satti, as treasurer; the Democratic Executive Committee of Florida ("Florida Committee") and Monnie J. Yungkans, as treasurer; the Washington State Democratic Central Committee and Clay Bleck, as treasurer; and the West Virginia State Democratic Executive Committee and Deborah F. Phillips, as treasurer, violated 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv). Specifically, the Commission found reason to believe that the five state committees transferred funds from their non-federal accounts to the DNC as advances for a joint fundraiser, when such funds had not been subject to the prohibitions of the Federal Election Campaign Act of 1971, as amended, ("Act").

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II. LEGAL ANALYSIS

Written interrogatories and a request for documents were sent to the five state committee respondents involved. The interrogatories were aimed at determining whether each respective transfer from the state committees to the Democratic National Telethon ("DNT") account contained any funds not permissible under the Act. As of the date of this report, all respondents have submitted written answers. The following analysis deals with each respondent's circumstances individually and concludes with a chart summarizing the entire matter.

1. Connecticut Committee

The Connecticut Committee transferred \$11,000 to DNT as an advance for the joint fundraiser. In the answers received in response to the Commission's interrogatories, the Connecticut Committee states that neither labor union nor corporate funds were contained in its non-federal account at the time of the transfer.

Connecticut state law prohibits labor unions and corporations from making any contributions directly. Even though corporations are prohibited from making direct contributions, however, political committees in Connecticut are permitted to solicit funds directly from corporations to pay for advertisements in fundraising booklets, with a limit of \$100 per corporation per advertisement. Conn. Gen. Stat. § 9-335-14 (1977).

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Because the Commission's interrogatories were specifically limited to the date of transfer, it is possible that the Connecticut Committee's state account contained some corporate funds at a time prior to the transfer in question. However, the evidence which has been produced during Office of General Counsel's investigation indicates that on the date of the transfer, no corporate or labor union funds were transferred by the Connecticut Committee to the DNT. Therefore, the Office of General Counsel recommends that the Commission take no further action against the Connecticut Committee and Maureen G. Satti, as treasurer, for violations of 2 U.S.C. § 441b and 11 C.F.R. 102.6(a)(1)(iv) and close the file as it pertains to them.

2. Alabama Committee

The Alabama Committee transferred \$7500 to DNT as an advance for the joint fundraiser. Alabama state law permits direct contributions by both labor unions and corporations (though the latter is limited to \$500 per candidate per election). Therefore, at some time prior to the transfer, the Alabama Committee's state account may have contained those funds which are permissible under state law but prohibited under the Act. However, the Alabama Committee asserts that on the date of transfer, no corporate or labor union funds were contained in their non-Federal account. Accordingly, the Office of General Counsel recommends that the Commission take no further action against the

36040570031

Alabama Committee and Dick Humphrey, as treasurer, for violations of 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv) and close the file as it pertains to them.

3. West Virginia Committee

The West Virginia Committee transferred \$7000 to DNT as an advance for the joint fundraiser. In response to the Commission's reason to believe determinations, the West Virginia Committee stated that the transfer was generated from its "operating account," an account separate and segregated from its state account. The operating account was maintained, in general, to pay rent, salaries and overhead and was funded by pro rata contributions from the West Virginia Committee's federal and state accounts.

West Virginia state law prohibits corporate contributions, and the West Virginia Committee stated that its accounts contained no money attributable to corporate contributions. West Virginia state law permits labor union contributions to a limited extent. The funds which were West Virginia's state account's pro rata share of the operating account may have contained labor union monies prior to the date of transfer. However, the West Virginia Committee stated that no labor union contributions were made to its operating account.

Therefore, the Office of General Counsel recommends that the Commission take no further action against the West Virginia

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Committee and Deborah F. Phillips, as treasurer, for violations of 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv), and close the file as it pertains to them.

4. Washington Committee

The Washington Committee transferred \$22,500 to DNT as an advance for the joint fundraiser. These funds were generated from a special events account and consisted of approximately \$14,000 in loan proceeds and the remainder in miscellaneous receipts, which, according to the Committee, came strictly from permissible sources. Security for the loan was the Washington Committee's funds in its non-federal account.

According to the Washington Committee, in response to the Commission's interrogatories, of the \$85,000 in their non-federal account between January 1, 1982 and May 14, 1982 (fully one year before the transfer to DNT), \$1725 consisted of corporate contributions and \$1800 consisted of labor union contributions. In May of 1982, the Washington Committee established two money market accounts with funds from its non-federal account. The Washington Committee asserts that after the establishment of the money market accounts, no non-permissible money was commingled with permissible money in the state account (the latter secured the loan advanced to DNT).

Because only 4% of the monies in the Washington Committee's non-federal account were from impermissible sources (as of May, 1982) and because no money from impermissible sources was

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deposited in the account for a full year before the transfer to DNT, the Office of General Counsel recommends that the Commission take no further action against the Washington Committee and Clay Bleck, as treasurer, for violations of 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv) and close the file as it pertains to them.

5. Florida Committee

The Florida Committee transferred \$42,000 to DNT as an advance for the joint fundraiser. The funds for this transfer were generated by the Florida Democratic Party's non-federal account. Under Florida state law, both corporate and labor union contributions are permitted, though limited in amount.

In response to the Commission's interrogatories, the Florida Committee indicated that on the date of transfer to the DNT, May 12, 1983, their non-federal account contained a balance of \$208,309 consisting of the following (as stated by respondent):

Permissible Funds:	\$130,398.21
Corporate Funds:	42,071.00
Labor Funds:	4,050.00
Other:*	<u>31,849.79*</u>

Total Balance	
May 12, 1983	\$208,369.00

*This category primarily contains funds from Florida's version of political action committees (known as "Committees of Continuous Existence") which may or may not be permissible but which we [the Florida Committee] are considering nonpermissible for purposes of this proceeding.

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This evidence indicates that a significant amount of funds prohibited under the Act were contained in the Florida Committee's non-federal account which generated the transfer to DNT. In its response to the Commission's interrogatories, the Florida Committee renewed its March 29, 1985 request for conciliation prior to a finding of probable cause, which the Commission had declined on May 15, 1985, due to a lack of adequate information at that time. In light of the fact that the Commission has now received that information from the Florida Committee, plus the fact that respondent has admitted its non-federal account contained a substantial amount of non-permissible funds, the Office of General Counsel recommends that the Commission enter into conciliation with the Florida Committee and Monnie J. Yungkans, as treasurer, prior to a determination of probable cause to believe that violations of 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv) occurred.

6. Democratic National Committee

All of the above-mentioned transfers were made by the five state party committee respondents to the DNC's telethon account. 2 U.S.C. § 441b prohibits the knowing receipt of corporate or labor union contributions, as well as the making of such contributions.

The DNC entered into joint fundraising agreements with the five state party committees involved which expressly provided that the advances to be transferred to DNT would come solely from federal accounts maintained in compliance with the Act. The

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agreements also state that amounts for such advances shall be raised from sources consistent with the Act and shall not be deposited in any state account.

In its response to the Commission's reason to believe determinations, the DNC argues that it exercised "best efforts," in accord with 11 C.F.R. § 103.3 to determine whether the advances here derived from permissible sources. Evidence of these efforts include the repeated obligation in the joint fundraising agreements that the advances come solely from federal accounts; the fact that each of the five state committees had a separate federal account at the time of the transfer, from which the advance could have been made; and the fact that none of the transfers appeared illegal on their face. Therefore, the DNC argues, it had no reason to know, as was the case with the Florida Committee's advance, that impermissible funds were the basis of the transfer.

The evidence produced indicates that, of the five state committee respondents, only the Florida Committee transferred impermissible funds to DNT, as its advance for the fundraiser. At the time of the transfer, the Florida Committee had a federal account and had expressly agreed to advance funds only from this federal account and not from its state account. When the Florida Committee failed to abide by the joint fundraising agreement and, instead, transferred funds from its state account, there was no indication to DNC that the funds had not come from a federal account, let alone the fact that the advance may have included corporate or labor union monies. The transaction at issue was

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neither a direct corporate or labor union contribution nor was it strictly a transfer of funds, but rather it was an advance by one joint fundraising participant to the fundraising representative to pay for the joint fundraising expenses. After the fundraiser, DNC repaid the advance in whole with funds permissible under the Act. The Florida Committee received no additional proceeds from the telethon.

In light of these circumstances, the Office of General Counsel recommends that the Commission take no further action against the DNC and Paul G. Kirk, as treasurer, for violations of 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv), and close the file as it pertains to them.

The following chart summarizes the accounts involved in the five transfers:

Committee	Amount of Advance	Source of Advance	At time of transfer:	
			Corporate Funds	Labor Union Funds
Connecticut	\$11,000	State acct.	no	no
Alabama	\$7500	State acct.	no	no
West Virginia	\$7000	Operating acct.	no	no
Washington	\$22,500	State acct.	no	no
Florida	\$42,000	State acct.	yes	yes

III. DISCUSSION OF CONCILIATION PROVISIONS AND CIVIL PENALTY

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IV. RECOMMENDATIONS

The Office of General Counsel recommends that the Commission:

1. Take no further action against the Democratic State Central Committee (of Connecticut) and Maureen G. Satti, as treasurer, for violations of 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv).
2. Take no further action against the Alabama Democratic State Party and Dick Humphrey, as treasurer, for violations of 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv).
3. Take no further action against the West Virginia State Democratic Executive Committee and Deborah F. Phillips, as treasurer, for violations of 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(i)(iv).
4. Take no further action against the Washington State Democratic Central Committee and Clay Bleck, as treasurer for violations of 2 U.S.C. § 441b and 11 C.F.R. §102.6(a)(1)(iv).
5. Take no further action against DNC Services Corporation/Democratic National Committee and Paul G. Kirk, as treasurer, for violations of 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv).
6. Enter into conciliation with the Democratic Executive Committee of Florida and Monnie J. Yungkans, as treasurer, prior to a finding of probable cause to believe that violations of 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv) occurred.

7. Approve the attached conciliation agreement to be sent to the Democratic Executive Committee of Florida and Monnie J. Yungkans, as treasurer.

8. Approve the attached letters to be sent to all respondents.

9. Close the file as it pertains to the following respondents only:

Democratic State Central Committee (of Connecticut)
Maureen G. Satti, treasurer

Alabama Democratic State Party
Dick Humphrey, treasurer

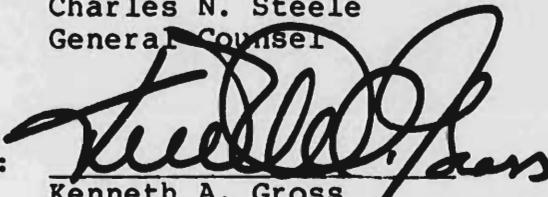
West Virginia State Democratic Executive Committee
Deborah F. Phillips, treasurer

Washington State Democratic Central Committee
Clay Bleck, treasurer

DNC Services Corporation/Democratic National Committee
Paul G. Kirk, treasurer

Charles N. Steele
General Counsel

August 9, 1985
Date

By: 
Kenneth A. Gross
Associate General Counsel

Attachments

1. Conciliation agreement (1)
2. Letters (6)

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

John H. French, Jr., Esq.
Messer, Vickers, Caparello, French
& Madsen
Suite 701 Lewis State Bank Building
215 South Monroe Street
Tallahassee, Florida 32302-1876

RE: MUR 1900
Democratic Executive Committee
of Florida and
Monnie J. Yungkans, as treasurer

Dear Mr. French:

On February 26, 1985, the Commission found reason to believe that your clients violated 2 U.S.C. § 441b of the Federal Election Campaign Act of 1971, as amended ("Act") and 11 CFR § 102.6(a)(1)(iv) of the Commission's Regulations in connection with the above referenced MUR. The Commission determined, at your request, on , 1985, to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If your clients agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible. If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

Charles N. Steele
General Counsel

By: Kenneth A. Gross
Associate General Counsel

Enclosures

96040570044



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Edward Still, Esq.
Reeves and Still
714 South 29th Street
Birmingham, AL 35233-2810

RE: MUR 1900
Alabama Democratic State Party and
Dick Humphrey, as treasurer

Dear Mr. Still:

On February 26, 1985, the Commission found reason to believe that your clients had violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 CFR §102.6(a)(1)(iv) of the Commission's Regulations in connection with the above referenced MUR. However, after considering the circumstances of this matter, the Commission determined to take no further action and on , 1985, closed its file as it pertains to your clients.

The file will be made part of the public record within 30 days after this matter has been closed with respect to all other respondents involved. Should you wish to submit any materials to appear on the public record, please do so within 10 days of your receipt of this letter.

The confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter is closed. The Commission will notify you when the entire file has been closed.

The Commission reminds you that the transfer of prohibited funds from your state account nevertheless appears to be a violation of 2 U.S.C. § 441b and 11 CFR § 102.6(a)(1)(iv). You should take immediate steps to insure that this activity does not occur in the future.

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Edward Still, Esq.
Page 2

If you have any questions, please direct them to Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

John Warren McGarry
Chairman

86040570046



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

Joseph A. Ruggiero, Esq.
Ruggiero, Vitrano, Ziogas & Allaire
271 Farmington Ave.
Bristol, Connecticut 06010

RE: MUR 1900
Democratic State Central Committee
and Maureen G. Satti, as treasurer

Dear Mr. Ruggiero:

On February 26, 1985, the Commission found reason to believe that your clients had violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 CFR §102.6(a)(1)(iv) of the Commission's Regulations in connection with the above referenced MUR. However, after considering the circumstances of this matter, the Commission determined to take no further action and on _____, 1985, closed its file as it pertains to your clients.

The file will be made part of the public record within 30 days after this matter has been closed with respect to all other respondents involved. Should you wish to submit any materials to appear on the public record, please do so within 10 days of your receipt of this letter.

The confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter is closed. The Commission will notify you when the entire file has been closed.

The Commission reminds you that the transfer of prohibited funds from your state account nevertheless appears to be a violation of 2 U.S.C. § 441b and 11 CFR § 102.6(a)(1)(iv). You should take immediate steps to insure that this activity does not occur in the future.

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Joseph A. Ruggiero
Page 2

If you have any questions, please direct them to Eric
Kleinfeld, the attorney assigned to this matter, at (202) 523-
4000.

Sincerely,

John Warren McGarry
Chairman

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10



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Clay Bleck, Treasurer
Washington State Democratic
Central Committee
P.O. Box 4027
Seattle, Washington 98104

RE: MUR 1900
Washington State Democratic
Central Committee
and Clay Bleck, as treasurer

Dear Mr. Bleck:

On February 26, 1985, the Commission found reason to believe that your clients had violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 CFR §102.6(a)(1)(iv) of the Commission's Regulations in connection with the above referenced MUR. However, after considering the circumstances of this matter, the Commission determined to take no further action and on , 1985, closed its file as it pertains to your clients.

The file will be made part of the public record within 30 days after this matter has been closed with respect to all other respondents involved. Should you wish to submit any materials to appear on the public record, please do so within 10 days of your receipt of this letter.

The confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter is closed. The Commission will notify you when the entire file has been closed.

The Commission reminds you that the transfer of prohibited funds from your state account nevertheless appears to be a violation of 2 U.S.C. § 441b and 11 CFR § 102.6(a)(1)(iv). You should take immediate steps to insure that this activity does not occur in the future.

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Clay Bleck, Treasurer
Page 2

If you have any questions, please direct them to Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

John Warren McGarry
Chairman

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12



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Joseph R. Goodwin, Esq.
Goodwin & Goodwin
1717 Charleston National Plaza
Charleston, W. Va. 25301

RE: MUR 1900
West Virginia State Democratic
Executive Committee and
Deborah F. Phillips, as treasurer

Dear Mr. Goodwin:

On February 26, 1985, the Commission found reason to believe that your clients had violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 CFR §102.6(a)(1)(iv) of the Commission's Regulations in connection with the above referenced MUR. However, after considering the circumstances of this matter, the Commission determined to take no further action and on _____, 1985, closed its file as it pertains to your clients.

The file will be made part of the public record within 30 days after this matter has been closed with respect to all other respondents involved. Should you wish to submit any materials to appear on the public record, please do so within 10 days of your receipt of this letter.

The confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter is closed. The Commission will notify you when the entire file has been closed.

The Commission reminds you that the transfer of prohibited funds from your state account nevertheless appears to be a violation of 2 U.S.C. § 441b and 11 CFR § 102.6(a)(1)(iv). You should take immediate steps to insure that this activity does not occur in the future.

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Joseph R. Goodwin, Esq.
Page 2

If you have any questions, please direct them to Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

John Warren McGarry
Chairman

86040570032



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

John M. Carroll, Esq.
Democratic National Committee
430 South Capital Street, S.E.
Washington, D.C. 20031

RE: MUR 1900
Democratic National Committee
and Paul G. Kirk, Jr., as treasurer

Dear Mr. Carroll:

On February 26, 1985, the Commission found reason to believe that your clients had violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 CFR §102.6(a)(1)(iv) of the Commission's Regulations in connection with the above referenced MUR. However, after considering the circumstances of this matter, the Commission determined to take no further action and on _____, 1985, closed its file as it pertains to your clients.

The file will be made part of the public record within 30 days after this matter has been closed with respect to all other respondents involved. Should you wish to submit any materials to appear on the public record, please do so within 10 days of your receipt of this letter.

The confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter is closed. The Commission will notify you when the entire file has been closed.

If you have any questions, please direct them to Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

John Warren McGarry
Chairman

86040570053

LAW OFFICES

MESSER, VICKERS, CAPARELLO, FRENCH & MADSEN

A PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

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TELEX 18 1160US

TELECOPIER (904) 224-4359

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PI 2: 25

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ELLIOTT MESSER
CASS D. VICKERS
DOMINIC M. CAPARELLO, P. A.
JOHN H. FRENCH, JR.
H. MICHAEL MADSEN, P. A.
JOHN C. LOVETT
ROBERT S. GOLDMAN
TERRY E. LEWIS
JAMES C. HAUSER
ROBERT SCOTT COX

ANNE LONGMAN
TIMOTHY J. WARFEL
CARI L. ROTH
BRUCE W. RENARD
STEVE LEWIS

PUROLATOR COURIER

June 17, 1985

JUN 20 11:45
RECEIVED
GENERAL COUNSEL

Eric Kleinfeld, Esq.
Office of the General Counsel
Federal Election Commission
Washington, D.C. 20463

RE: MUR 1900 Democratic Executive
Committee of Florida, et al.

Dear Mr. Kleinfeld:

Attached are the belated answers and documents per the Commission's subpoena dated May 20, 1985, addressed to my client, The Democratic Executive Committee of Florida. I apologize for the delay and trust that the Office of General Counsel is still willing to consider a settlement of this matter prior to a finding of probable cause.

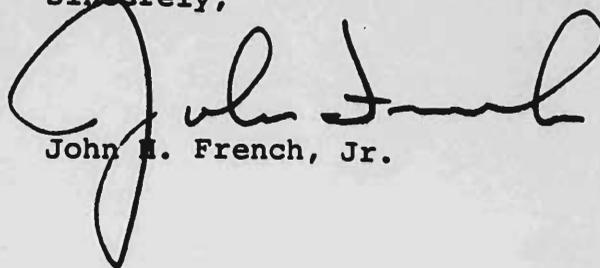
As you may recall from our prior conversation, I have been preoccupied with the representation of a number of clients before the Florida Legislature over the course of its 60-day annual session and, as such, have spent very little time in my office. Through a series of unfortunate (and hopefully atypical) miscommunications as to who was sending what to whom, our response to your original interrogatories and to the subpoena have not been forwarded until now. Please be assured that this does not reflect a lack of respect for the Commission or its process but merely a series of unfortunate administrative oversights.

Neither the Chairman nor the Executive Director of the Party are available today for purposes of affirming our responses. However, I feel that it is more important to get you your answers than to engender additional delays by waiting for them to return. As such, I have affirmed the correctness of the information submitted in that it was compiled under my supervision and reviewed by me for completeness and correctness. I trust that this will satisfy your needs; however, I can provide you with a notarized copy should you so desire.

150079051

Eric Kleinfeld, Esq.
Re: MUR 1900
June 17, 1985

Sincerely,



John H. French, Jr.

JHF:igr

Encls.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of :
Democratic Executive Committee : MUR 1900
of Florida :
Monnie J. Yungkans, as Treasurer. :

RESPONSE TO INTERROGATORIES
AND REQUEST FOR PRODUCTION OF DOCUMENTS

The Democratic Executive Committee of Florida, by and through its undersigned ocunsel, hereby responds to the Interrogatories and Request for Production of Documents as follows:

1. a) Was any of the money contained in in your non-Federal account attributable to corporate contributions?

Response: Yes

- b) If so, state the total amount of funds in your non-Federal account which had a corporate source, as of the date of the transfer to the DNC, May 12, 1983.

Response: The balance contained in the Florida Democratic Party non-Federal account on May 12, 1983, was \$208,369. This balance may be broken down as follows:

Permissible Funds:	\$130,398.21
Corporate Funds:	42,071.00
Labor Funds:	4,050.00
Other:*	31,849.79*

Total Balance	
May 12, 1983	\$208,369.00

*This category primarily contains funds from Florida's version of political action committees (known as "Committees of Continuous Existence") which may or may not be permissible but which we are considering nonpermissible for purposes of this proceeding.

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This information was compiled via a review and categorization of photocopies of checks deposited in the relevant account during the period leading up to May 12, 1983.

2. a) Was any of the money contained in your non-Federal account attributable to labor union contributions?

Response: Yes

b) If so, state the total amount of funds in your non-Federal account which had a union source, as of the date of the transfer to the DNC, May 12, 1983.

Response: See response to 1 b) above.

3. a) Was any of the money contained in your non-Federal account attributable to other non-permissible sources under the Act? (See, e.g., 2 U.S.C. §§ 441c, 441e and 441f.)

Response: Yes. Florida law does not restrict the sources of contributions to candidates for state and local office, political parties, and committees of continuous existence (PACs). As such, funds entering the Party's non-Federal account via any of these secondary sources may well contain funds from primary sources which would be impermissible under the Federal Act. The amount identified as "permissible funds" in response to question 1 b) above was calculated by including only those sources are clearly permissible under the Act.

b) If so, state the total amount of funds in your non-Federal account which came from other non-permissible sources, as of the date of the transfer to the DNC, May 12, 1983.

Response: See responses to questions 1 b) and 3 a) above.

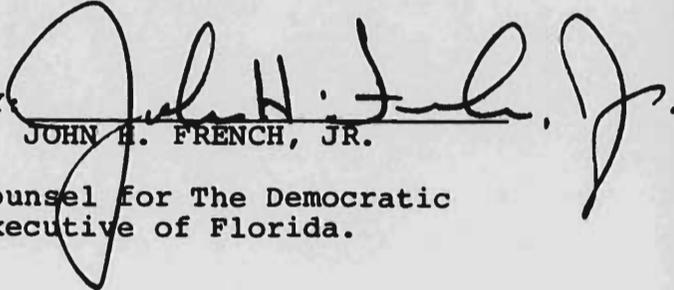
4. Please submit a copy of the joint fundraising agreement executed between the Democratic Executive Committee of Florida, and the Democratic National Committee, covering the Democratic National Telethon.

Response: A copy of said agreement is attached hereto as Exhibit "A."

I HEREBY CERTIFY that the information contained above was developed under my supervision and, after review, has been found by me to be accurate and complete.

DATED this 17th day of June, 1985.

JOHN H. FRENCH, JR.
Messer, Vickers, Caparello
French & Madsen
P. O. Box 1876
Tallahassee, Florida 32302
(904)222-0720

BY: 
JOHN H. FRENCH, JR.

Counsel for The Democratic
Executive of Florida.

86040570038

DEMOCRATIC NATIONAL TELETHON V

State Committee Agreement

MAY 10

This Agreement is entered into as of ~~April~~, 1983, between DEMOCRATIC NATIONAL TELETHON V, INC., a District of Columbia non-profit corporation ("DNT"), and the undersigned DEMOCRATIC STATE COMMITTEE ("DSC") concerning the DSC's participation in a national telethon (the "Telethon") to be produced by DNT and the DEMOCRATIC NATIONAL COMMITTEE ("DNC") and carried on a national television network on May 28-29 or another date acceptable to the DNC.

1. DNT Obligations.

DNT shall provide the following:

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- (a) acquisition of time on a national television network for broadcast of the Telethon;
 - (b) production of the Telethon program;
 - (c) handling of national Telethon publicity and promotion;
 - (d) arrangement of financing through bank loans and credits guaranteed by individuals of suitable means, in addition to pre-Telethon fundraising by participating State Committees;
 - (e) coordination of support activities of the DSC under this Agreement and of other participating State Committees;
 - (f) operation of national and/or regional telephone centers for Telethon contributors;
 - (g) handling of mail to and from contributors with respect to Telethon contributions and pledges;
 - (h) preparation of contributor records, including separate records of contributors from each participating State;
 - (i) provision to the DSC of instructional materials and assistance concerning local publicity and promotion, programming, telephone operations, fundraising, campaign finance laws and related matters; and
 - (j) provision of personnel required for the foregoing.

DNT and the DSC shall endeavor to obtain comparable carriers and, failing that, shall in good faith determine a substitute pre-Telethon fundraising goal for the State which shall reasonably reflect the adverse impact on the DSC's fundraising capacity.

(b) Fundraising Programs. To the extent needed to assure meeting its pre-Telethon fundraising goal, the DSC shall, at its sole expense and in coordination with DNT, undertake an active pre-Telethon fundraising program in the State, which shall include one or more of the following elements:

(1) distribution of prescribed pre-Telethon contribution envelopes throughout the State;

(2) planning and conduct of an extensive telephone solicitation program for pre-Telethon contributions;

(3) planning and conduct of a major fundraising event.

(c) State Personnel. Beginning no later than March 15 and ending no earlier than May 31, 1983, the DSC shall provide at least one ~~full time~~ State Telethon Coordinator and one publicity person to work on the Telethon in conjunction with DNT national and regional personnel. The DSC personnel may be either paid staff or volunteers. All expenses incurred or associated with such DSC personnel, including but not limited to salaries, travel and telephone, shall be paid by the DSC.

(d) Local Publicity and Promotion. In order to maximize the amount of Telethon contributions from the State and the Telethon proceeds distributable to the DSC, the DSC shall plan and conduct a publicity and promotion program in the State concerning the Telethon, ^{As} consistent with DNT guidelines and instructions. As part of such program, the DSC is strongly encouraged to use paid local advertising to supplement the national advertising and promotion conducted by DNT. _{possible}

(e) Local Programming. If the DNT and the DSC agree to include local programming in the Telethon, the DSC shall produce such programming, subject to DNT approval, arrange for and purchase local television station time and coordinate with the DNT to assure proper cut-in arrangements.

All costs and expenses associated with the foregoing DSC support activities shall be charged to and paid by the DSC, except as provided above with respect to bank loan interest and fees or as otherwise agreed in writing by DNT prior to the time that such costs and expenses are incurred.

3. Telethon Proceeds.

(a) Allocation. The Telethon proceeds shall be applied as follows:

2. DSC Obligations.

The DSC shall provide the following:

(a) Pre-Telethon Fundraising Goal. The DSC shall use its best efforts to raise pre-Telethon funds in the amount of the goal set forth at the end of this Agreement, through solicitation of direct contributions to DNT hereafter and/or transfer to DNC of proceeds from bank loans to the DSC. All such contributions and loans shall be in compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA").

(1) If such funds are raised in the form of contributions, all such contributions shall be made to "Democratic National Telethon V, Inc." and be sent directly or delivered within 10 days of receipt to DNT, c/o Ursula Culver, Controller, 1625 Massachusetts Avenue, Washington, D.C. 20036, for deposit in the Telethon bank account at the National Bank of Washington and shall not be deposited in any DSC account. The DNC will examine all such contributions for compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA") and shall include all such contributions in its reports filed thereunder. All pre-Telethon contributions must be received by DNT on or before May 23, 1983.

(2) If such funds are provided by transfer of other DSC funds, such funds shall have been raised in compliance with the FECA and deposited solely in a "federal account" maintained in compliance with the FECA. Such funds shall be transferred to DNT at the above address for deposit in the Telethon bank account and must be received by DNT on or before ~~April 22~~, 1983.

MAY 16, (3) If such funds are raised in the form of bank loans, such loans shall be made to the DSC in the ordinary course (guaranteed, if needed, by individuals of suitable means in amounts not exceeding the applicable FECA limits of \$5,000, taking into account for such purpose all other contributions to the DSC during 1983). The proceeds of such loans shall be deposited in a DSC "federal account" maintained in compliance with the FECA, and then transferred to DNT at the above address for deposit in the Telethon bank account. Any such loan funds must be received by DNT on or before April 22, 1983. Provided the DSC meets its pre-Telethon fundraising goal on or before April 22, 1983, and otherwise complies with this Agreement, the DNT will, as an expense of the Telethon, reimburse the DSC for all normal interest and/or fees for the bank loan for the period up to the date of the initial distribution to the DSC of Telethon proceeds.

(4) In the event that DNT shall receive pre-Telethon funds from the DSC's State in excess of the amount of the DSC's goal, the DNT shall within ten (10) days transfer to the DSC such excess amount for use for DSC Telethon expenses or, if not so required, for other DSC uses, and the DSC may retain any other excess funds raised by it.

(5) In the event that local television stations affiliated with the network in the DSC's State choose not to broadcast the Telethon,

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(1) First, all loans and credits obtained by DNT and all expenses and other liabilities incurred by DNT in connection with the Telethon shall be paid (or provided for by a reserve pursuant to subparagraph 3[c]);

(2) Second, to the extent that funds are available from the Telethon proceeds and on a pro rata basis, the DSC and all other participating State Committees shall be distributed amounts equal to the pre-Telethon funds received by the DNC from their respective States;

(3) Third, an amount equal to one-half ($\frac{1}{2}$) of the aggregate amount distributed to the participating State Committees under subparagraph 3(a)(2) shall be distributed to the DNC; and

(4) Fourth, one-half of the net Telethon proceeds from contributions in each participating State remaining after the contributions and distributions referred to in subparagraphs 3(a)(1), (2) and (3) (which payments and distributions shall be allocated among the States in the proportions which the Telethon proceeds from contributors in the State bear to the total Telethon proceeds) shall be distributed to each participating State Committee which has raised the full amount of its pre-Telethon fundraising goal, and a proportional amount shall be distributed to each participating State Committee which has not met its pre-Telethon fundraising goal, according to the percentage of its goal actually raised; the balance of the net Telethon proceeds shall be distributed to the DNC.

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(b) Definition of Telethon Proceeds. For the purpose of this Agreement, the "Telethon proceeds" shall include all funds received on or before August 31, 1983, from one-time contributors as a result of Telethon solicitations (but not pre-Telethon funds received on or before May 28, 1983) and all funds received on or before May 30, 1984, from sustaining contributor pledges (and other belated one-time contributors) as a result of Telethon solicitations or follow-up solicitations by DNT, provided, in the case of sustaining contributor pledges, that as to any participating State, the names of such contributors are retained and solicited by DNT or the DNC during the period rather than by the State Committee directly.

(c) Distribution of Proceeds. An initial distribution of the Telethon proceeds shall be made as soon as practicable, provided that the DNT may retain such an amount as it deems reasonably required as a reserve to provide for any unpaid or contingent expenses and liabilities, including winding up the Telethon finances and affairs and, as to State Committees which elect to participate in solicitations pursuant to Telethon contributor pledges, the expenses of such further solicitations.

(d) 1984 Campaign Set-Aside. It shall be the policy of the DNC and the DSC that half of the net Telethon proceeds received by each will, to the extent practicable, be used in support of the 1984 Democratic presidential, senatorial, congressional and other candidates.

(e) Accounting. Both DNT and the DSC shall maintain complete and accurate books and records of all Telethon funds handled by them, which books and records shall be available for examination by the other party to any extent reasonably requested. The DNT shall provide each participating State Committee a financial accounting for the Telethon, including a statement of the pre-Telethon funds and Telethon proceeds from the State.

4. Ownership and Use of Program and Contributor Data.

(a) Program. The Telethon program and all associated materials and rights shall be the sole property of the DNC. In the event that the Telethon program or portions thereof shall in the future be rebroadcast under the sponsorship of the DNC for fundraising purposes, the DNC shall enter into good faith discussions with the State Committees for any States in which such broadcast is expected to occur as to any mutually acceptable basis for the State Committees' participation in the financing for, and any proceeds from, such further broadcast of the Telethon program.

(b) Contributor Data. All records of Telethon contributors and associated data shall be the sole and confidential property of the DNC, except that the DNC will provide to the DSC and each participating State Committee lists of the names and associated data of all Telethon contributors from their respective States. The list of Telethon contributors (or pledgors) will be delivered to the DSC on or before July 31, 1983, or as soon thereafter as practicable, provided that, if the DSC elects in writing to share in contributions received on or before May 30, 1984, from follow-up solicitations of Telethon sustain contributor pledges, the DNC shall retain the list of such sustaining contributors for such solicitation and instead provide such list to the DSC promptly after May 30, 1984 (but DNT shall advise the DSC of the number of such sustaining contributors and total amount of pledges from the DSC's State). Except as provided in this Agreement, neither the DNC, the DSC nor other State Committee will have any right to any proceeds from future solicitations of Telethon Contributors by any other committee.

5. Campaign Finance Laws.

(a) Compliance. The DNT and the DSC shall comply with, and all loans (transfers), contributions and expenditures shall be made in accordance with, all limitations and other requirements of the FECA and any other applicable federal and state laws and regulations. If requested, DNT shall assist the DSC in qualifying and establishing a "federal account" under the FECA.

(b) Federal Funds. All loans and contributions used to pay expenses incurred by either DNT or the DSC in support of the Telethon (including all pre-Telethon funds and all DSC expenses for state Telethon personnel, local publicity and promotion, etc.) shall be in amounts and from sources consistent with the FECA and shall be made exclusively from funds deposited in "federal accounts" maintained by DNT and the DSC under the FECA.

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(c) Non-federal Funds. The DNT and the DNC will endeavor to raise other contributions from corporations, labor unions and from political committees and individuals in excess of FECA limits for use other than in connection with federal elections in jurisdictions which permit the use of such funds. In the event that the laws applicable to the DSC permit use of such funds in connection with state and local elections in such jurisdiction, such funds shall be shared between the DNC and the DSC on the same basis as Telethon proceeds raised pursuant to the FECA.

6. Miscellaneous.

SUBSTANTIAL

(a) Disputes. The right of the DSC to receive Telethon proceeds shall be subject to the DSC's compliance with all of the terms and conditions of this Agreement and continuing cooperation with the DNT by the DSC Chairperson and other DSC personnel designated to work on the Telethon. Any dispute, claim or question of interpretation arising out of or relating to this Agreement shall be resolved in a final and binding manner by the President of DNT, in consultation with the Chairman of the DNT and the President of the Association of State Democratic Chairs, subject to their obligation to use good faith in reaching such resolution.

(b) Liability and Indemnity. Nothing in this Agreement shall be construed to constitute either party a partner, employee or agent of the other, nor shall either party have authority to bind the other in any respect, it being intended that each party shall remain an independent contractor solely responsible for its own actions. Neither DNT nor the DNC shall be liable under any contracts or obligations of the DSC, apart from this Agreement, or for any act or omissions of the DSC and its officers, employees and agents. The DSC agrees to indemnify and hold harmless DNT, the DNC and their officers, employees and agents from any and all claims, losses, damages and expenses in any manner resulting from or arising out of the performance or breach of the DSC's obligations under this Agreement. (see addendum)

(c) Termination. DNT may, by written notice to the DSC, terminate this Agreement if the DSC fails to comply with all of the terms and conditions of this Agreement (see addendum) **SUBSTANTIALLY**

(d) Notices. All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be deemed to have been duly given when sent by first-class, registered or certified mail, return receipt requested, with postage paid, when personally delivered by hand, or when transmitted by cable, telex or telegraph, addressed as follows:

If to DNT:

Democratic National Telethon V, Inc.
1623 Massachusetts Avenue, N.W.
Washington, D.C. 20036
Attention: Ursula Culver

If to DSC:

Florida
Democratic State Committee
Box 1758
Tallahassee, Florida 32302
Attention: Charles Whitehead, Chairman

Either party's address may be changed by written notice to other party.

(e) General. This instrument contains the entire agreement of the parties and supersedes all other agreements or understandings between them with respect to the matters provided for herein. This instrument may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of a waiver, change, extension or discharge is sought. All covenants and indemnities made herein by either party shall survive the execution and delivery of the Agreement and any review or investigation made by or on behalf of the other party and shall bind and inure to the benefit of their respective successors and assigns, provided that the rights and obligations of a party to this Agreement shall not be assignable without the prior written consent of the other party hereto, except in the case of DNT and DNC, to another entity wholly owned or controlled by the DNC. Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement. The Agreement shall be governed by the laws of the District of Columbia (not including the choice of law rules thereof).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first hereinabove set forth.

DEMOCRATIC STATE COMMITTEE

DEMOCRATIC NATIONAL TELETHON
V, INC.

State Florida

By _____
Chairperson

By _____
John Y. Brown, Jr., Chairman

DSC Pre-Telethon Funds Goal:

\$ 42,000

By _____
Charles T. Manatt, President

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ADDENDUM

DEMOCRATIC NATIONAL TELETHON V

Florida State Committee Agreement

6. Miscellaneous.

(b) . . . The DSC shall not be liable under any contracts or obligations of the DNT or DNC, apart from this Agreement, or for any act or omissions of the DNT or DNC or its officers, employees or agents. The DNT and DNC agree to indemnify and hold harmless the DSC and its officers, employees and agents from any and all claims, losses, damages, and expenses in any manner resulting from or arising out of the performance or breach of the obligations of the DNT or DNC under this Agreement.

(c) . . . The DSC may by written notice to the DNT and DNC terminate this Agreement if the DNT or DNC fails to substantially comply with all the terms and conditions of this Agreement.

DEMOCRATIC STATE COMMITTEE

State Florida

By _____
Chairperson

DEMOCRATIC NATIONAL TELETHON V, INC.

By _____
John Y. Brown, Jr., Chairman

By _____
Charles T. Manatt, President

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OFFICE OF THE
GENERAL COUNSEL

60 P: 45

DCA

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Pg. 1 of 1

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JOHN H. FRENCH, JR.

Company Name

LESLIE, VICTORS, CAIRELLO, FRENCH & WALSH

Street Address

701 Lewis State Bank Building

City

Tallahassee

Sender's Signature

State FL Zip Code - Required 32310 P.O. or Reference Number 03-105

To Recipient's Name

ERIC KAPINELO, ESQ.

Company Name

FEDERAL ELECTION COMMISSION

Street Address (P.O. Box numbers not deliverable)

OFFICE OF GENERAL COUNSEL

City

Washington

State DC Zip Code - Required 20541

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WASHINGTON STATE DEMOCRATIC CENTRAL COMMITTEE

KAREN MARCHIORO
STATE CHAIR

MAY 13 10:13
JEFF SMITH
EXECUTIVE DIRECTOR

Meinfeld

May 1, 1985

Edward Ryan
Reports Analysis Division
Federal Elections Division
1325 K Street NW
Washington, D.C. 20463

MAY 13 11:04
RECEIVED
GENERAL COUNSEL

RE: MUR 1900
Washington State Democratic
Central Committee and
Clay Bleck, as Treasurer

Dear Mr Ryan,

On March 11, 1985, the Commission sent to this office a summary of allegations and interrogatories to aid in its investigation of the Washington State Democratic Central Committee's participation in the Democratic National Telethon conducted under a joint fundraising agreement with the Democratic National Committee.

This letter is in response to those interrogatories.

The Washington State Democratic Central Committee (WSC) entered into the joint fundraising agreement on May 18, 1983. A copy of the agreement is enclosed.

The WSC loaned the Democratic National Telethon (DNT) \$22,500 drawn from a special events account that was reported to the Washington State Public Disclosure Commission but not to the FEC. Although not reported to the FEC, the account contained only money from non-prohibited sources. Because the loan was not made from an FEC reported account (indeed, we had none at that time), it (the loan) was not reported to the FEC.

By the time of the loan's repayment, the WSC did have an FEC account and the repayment was deposited in that account and reported in our 1983 12 Day Pre-General Election Report (9/27/83-10/24/83). Pursuant to comments prompted by the Commission's preliminary review of this report, it was subsequently amended to delete the loan repayment. On 8/1/84 \$22,499.01 (the actual amount of the repayment) was transferred from our Federal account to our non-Federal account. This transfer was reported in our regular report covering that period.

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Washington State Democratic Central Committee

RE: MUR 1900

page 2

The history of the transactions leading up to the loan were documented as part of the amendment to our reports of 7/1/83-9/27/83 and 9/27/83-10/24/83, appended hereto as Appendix A.

The WSC loaned the DNT \$22,500 in two installments: \$13,924.06 (check issued on 4/25/83). This amount was deposited in our Special Events account from a regular pass book loan. Security for this loan originated as individual \$25.00 registration fees paid by delegates to our 1982 State Convention. These fees were initially deposited in our non-Federal account and converted into money market accounts each time accruals reached \$10,000 (on 5/6/82 and 5/14/82 - see Appendix A for details). During the period 1/1/82 and 5/14/82 deposits into our non-Federal account exceeded \$85,000.00.

\$8,575.94 (check issued 5/12/83). This money was deposited into our Special Events account from strictly permissible sources (see Appendix A).

Answers to interrogatories.

1. Was any of the money in your non-Federal account attributable to corporate contributions?

Answer: Of the \$85,000.00 in the account between 1/1/82 and 5/14/82 when the second money market account was established, \$1,725.00 from corporate sources was deposited in our non-Federal account along with the \$25.00 State Convention registration fees. This corporate money consisted of four contributions: \$1,000.00; \$500.00; \$200.00; \$25.00.

2. Was any of the money in your non-Federal account attributable to labor union contributions?

Answer: Of the \$85,000.00 in the account between 1/1/82 and 5/14/82 when the second money market account was established, \$1,800.00 from labor union sources was deposited in our non-Federal account along with the \$25.00 State Convention registration fees. This labor union money consisted of fourteen contributions: \$400.00; \$250.00; ten @ \$100.00; three @ \$50.00.

3. Was any of the money contained in your non-Federal account attributable to other non-permissible sources under the Act?

Answer: No.

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Washington State Democratic Central Committee

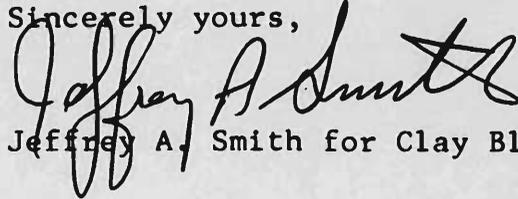
RE: MUR 1900

page 3

After the establishment of the money market accounts no non-permissible money was co-mingled with permissible money in the accounts that the DNT loan was drawn on.

If you have any further questions or wish further documentation please contact us.

Sincerely yours,



Jeffrey A. Smith for Clay Bleck

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Washington State Democratic Central Committee

Attachment to Schedule A, Line 14

for reports of 7-1-83 to 9-27-83 and 9-27-83 to 10-24-83. (page 1 of 2)

It appears that this loan repayment should have been deposited in our regular (non-federal) account. We have made such a transfer to correct this error.

The history of this transaction follows.

A "Special Events" account was opened on 3-29-83 at the Pioneer Square Branch of the Seattle Trust Bank (acct. # 256-0920-4). The purpose of the account was to accumulate funds to provide a loan of \$22,500 as our share of funds supporting expenses leading up to the Democratic National Telethon.

All activity in this account was fully reported to the Washington State Public Disclosure Commission. Seventeen deposits were made into this account between 3-29-83 and 6-8-83 when the account was closed. The bulk of the deposits in this account came from grass roots dinner parties and the sale of roses, both activities initiated for this purpose. Three deposits exceeded \$200.00: \$1000.00 from E.M. Stanley, Jr., The Highlands, Seattle 98177 (U.S. Navy Retired); \$17,216.65 from Dollars for Democrats (Assoc. of Democratic State Chairs) 1625 Massachusetts Ave NW, Washington D.C. 20036; \$13,924.06 originating as a secured loan from the Washington Federal Savings and Loan Association, Seattle, to this committee. The security for this loan was a pass book savings account held by this committee at the same S & L.

The pass book loan security and other account activity relating to this matter are as follows.

5-6-82 When our regular account deposits of State Convention registration fees exceeded \$10,000 a money market account was established at the Arctic Branch of Washington Federal Savings and Loan (acct # 04-800421-2). These funds are demonstrably from FEC qualified sources but were also comingled with our general funds while in our regular account.

5-14-82 When our regular account deposits of State Convention registration fees again exceeded \$10,000, a second money market account was established at Washington Federal Savings and Loan, this time at the Ballard Branch (acct # 01-801132-0).

10-7-82 A deposit of \$10,000 was made into account # 04-800421-2 from Dollars for Democrats, a federally reported account of the Association of State Democratic Chairs.

1-7-83 \$10,750, representing the original \$10,000 deposit and \$750.85 interest, was moved from acct # 01-801132-0 to acct # 04-800421-2 and the emptied account was closed.

Withdrawals of \$5,000 (10-26-82), \$6,656.60 (1-7-83), and \$5,000 (4-12-83) were deposited in our regular account from acct # 04-800421-2.

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Washington State Democratic Central Committee

Attachment to Schedule A, Line 14 for reports of 7-1-83 to 9-27-83 and 9-27-83 to 10-24-83. page 2

- 4-19-83 The remaining \$15,471.18 was withdrawn from acct # 04-800421-2 (which was then cancelled) and a regular pass book savings account was established at the Arctic Branch of Washington Federal Savings and Loan (acct # 04-401465-2). This account was used as security for the loan of \$13,924.06, executed on 4-19-83. This amount was deposited in our Special Events Account (Seattle Trust acct # 256-0920-4) on 4-20-83.
- 4-22-83 A check for \$13,924.06 was drawn on acct # 256-0920-4 and loaned to the Democratic National Telethon. This check was flawed or lost and a replacement check of an identical amount was issued on 4-25-83.
- 5-12-83 A check for \$8,575.94 was drawn from acct # 256-0920-4 to complete our loan to the Democratic National Telethon (making a total of \$22,500).
- 6-8-83 Account # 256-0920-4 was closed and all remaining funds were transferred to our regular non-federal account.
- 7-12-83 The Democratic National Telethon repaid a portion of the loan. Assured this was hard money, \$5,625.01 was deposited in our federal account.
- 10-7-83 The Democratic National Telethon repaid an additional \$12,500, which was also deposited in our federal account.
- 10-18-83 The Democratic National Telethon repaid the final \$4,374 (completing repayment of \$22,499.01) of the loan this committee made to them. This final payment was also deposited in our federal account.

Jeffrey A. Smith
8-1-84

Our next report will show a transfer of \$22,499.01 to our non-federal account + made on 8-1-84. JAS.

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DEMOCRATIC NATIONAL TELETHON V

State Committee Agreement

This Agreement is entered into as of ~~April~~ ^{May} 18 1983, between DEMOCRATIC NATIONAL TELETHON V, INC., a District of Columbia non-profit corporation ("DNT"), and the undersigned DEMOCRATIC STATE COMMITTEE ("DSC") concerning the DSC's participation in a national telethon (the "Telethon") to be produced by DNT and the DEMOCRATIC NATIONAL COMMITTEE ("DNC") and carried on a national television network on May 28-29 or another date acceptable to the DNC.

1. DNT Obligations:

DNT shall provide the following:

- (a) acquisition of time on a national television network for broadcast of the Telethon;
- (b) production of the Telethon program;
- (c) handling of national Telethon publicity and promotion;
- (d) arrangement of financing through bank loans and credits guaranteed by individuals of suitable means, in addition to pre-Telethon fundraising by participating State Committees;
- (e) coordination of support activities of the DSC under this Agreement and of other participating State Committees;
- (f) operation of national and/or regional telephone centers for Telethon contributors;
- (g) handling of mail to and from contributors with respect to Telethon contributions and pledges;
- (h) preparation of contributor records, including separate records of contributors from each participating State;
- (i) provision to the DSC of instructional materials and assistance concerning local publicity and promotion, programming, telephone operations, fundraising, campaign finance laws and related matters; and
- (j) provision of personnel required for the foregoing.

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2. DSC Obligations.

The DSC shall provide the following:

(a) Pre-Telethon Fundraising Goal. The DSC shall use its best efforts to raise pre-Telethon funds in the amount of the goal set forth at the end of this Agreement, through solicitation of direct contributions to DNT hereafter and/or transfer to DNC of proceeds from bank loans to the DSC. All such contributions and loans shall be in compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA").

(1) If such funds are raised in the form of contributions, all such contributions shall be made to "Democratic National Telethon V, Inc." and be sent directly or delivered within 10 days of receipt to DNT, c/o Ursula Culver, Controller, 1625 Massachusetts Avenue, Washington, D.C. 20036, for deposit in the Telethon bank account at the National Bank of Washington and shall not be deposited in any DSC account. The DNC will examine all such contributions for compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA") and shall include all such contributions in its reports filed thereunder. All pre-Telethon contributions must be received by DNT on or before May 23, 1983.

(2) If such funds are provided by transfer of other DSC funds, such funds shall have been raised in compliance with the FECA and deposited solely in a "federal account" maintained in compliance with the FECA. Such funds shall be transferred to DNT at the above address for deposit in the Telethon bank account and must be received by DNT on or before April 22, 1983.

(3) If such funds are raised in the form of bank loans, such loans shall be made to the DSC in the ordinary course (guaranteed, if needed, by individuals of suitable means in amounts not exceeding the applicable FECA limits of \$5,000, taking into account for such purpose all other contributions to the DSC during 1983). The proceeds of such loans shall be deposited in a DSC "federal account" maintained in compliance with the FECA, and then transferred to DNT at the above address for deposit in the Telethon bank account. Any such loan funds must be received by DNT on or before April 22, 1983. Provided the DSC meets its pre-Telethon fundraising goal on or before April 22, 1983, and otherwise complies with this Agreement, the DNT will, as an expense of the Telethon, reimburse the DSC for all normal interest and/or fees for the bank loan for the period up to the date of the initial distribution to the DSC of Telethon proceeds.

(4) In the event that DNT shall receive pre-Telethon funds from the DSC's State in excess of the amount of the DSC's goal, the DNT shall within ten (10) days transfer to the DSC such excess amount for use for DSC Telethon expenses or, if not so required, for other DSC uses, and the DSC may retain any other excess funds raised by it.

(5) In the event that local television stations affiliated with the network in the DSC's State choose not to broadcast the Telethon,

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DNT and the DSC shall endeavor to obtain comparable carriers and, failing that, shall in good faith determine a substitute pre-Telethon fundraising goal for the State which shall reasonably reflect the adverse impact on the DSC's fundraising capacity.

(b) Fundraising Programs. To the extent needed to assure meeting its pre-Telethon fundraising goal, the DSC shall, at its sole expense and in coordination with DNT, undertake an active pre-Telethon fundraising program in the State, which shall include one or more of the following elements:

(1) distribution of prescribed pre-Telethon contribution envelopes throughout the State;

(2) planning and conduct of an extensive telephone solicitation program for pre-Telethon contributions;

(3) planning and conduct of a major fundraising event.

(c) State Personnel. Beginning no later than March 15 and ending no earlier than May 31, 1983, the DSC shall provide at least one full-time State Telethon Coordinator and one publicity person to work on the Telethon in conjunction with DNT national and regional personnel. The DSC personnel may be either paid staff or volunteers. All expenses incurred or associated with such DSC personnel, including but not limited to salaries, travel and telephone, shall be paid by the DSC.

(d) Local Publicity and Promotion. In order to maximize the amount of Telethon contributions from the State and the Telethon proceeds distributable to the DSC, the DSC shall plan and conduct a publicity and promotion program in the State concerning the Telethon, consistent with DNT guidelines and instructions. As part of such program, the DSC is strongly encouraged to use paid local advertising to supplement the national advertising and promotion conducted by DNT.

(e) Local Programming. If the DNT and the DSC agree to include local programming in the Telethon, the DSC shall produce such programming, subject to DNT approval, arrange for and purchase local television station time and coordinate with the DNT to assure proper cut-in arrangements.

All costs and expenses associated with the foregoing DSC support activities shall be charged to and paid by the DSC, except as provided above with respect to bank loan interest and fees or as otherwise agreed in writing by DNT prior to the time that such costs and expenses are incurred.

3. Telethon Proceeds.

(a) Allocation. The Telethon proceeds shall be applied as follows:

(1) First, all loans and credits obtained by DNT and all expenses and other liabilities incurred by DNT in connection with the Telethon shall be paid (or provided for by a reserve pursuant to subparagraph 3[c]);

(2) Second, to the extent that funds are available from the Telethon proceeds and on a pro rata basis, the DSC and all other participating State Committees shall be distributed amounts equal to the pre-Telethon funds received by the DNC from their respective States;

(3) Third, an amount equal to one-half ($\frac{1}{2}$) of the aggregate amount distributed to the participating State Committees under subparagraph 3(a)(2) shall be distributed to the DNC; and

(4) Fourth, one-half of the net Telethon proceeds from contributions in each participating State remaining after the contributions and distributions referred to in subparagraphs 3(a)(1), (2) and (3) (which payments and distributions shall be allocated among the States in the proportions which the Telethon proceeds from contributors in the State bear to the total Telethon proceeds) shall be distributed to each participating State Committee which has raised the full amount of its pre-Telethon fundraising goal, and a proportional amount shall be distributed to each participating State Committee which has not met its pre-Telethon fundraising goal, according to the percentage of its goal actually raised; the balance of the net Telethon proceeds shall be distributed to the DNC.

(b) Definition of Telethon Proceeds. For the purpose of this Agreement, the "Telethon proceeds" shall include all funds received on or before August 31, 1983, from one-time contributors as a result of Telethon solicitations (but not pre-Telethon funds received on or before May 28, 1983) and all funds received on or before May 30, 1984, from sustaining contributor pledges (and other belated one-time contributors) as a result of Telethon solicitations or follow-up solicitations by DNT, provided, in the case of sustaining contributor pledges, that as to any participating State, the names of such contributors are retained and solicited by DNT or the DNC during the period rather than by the State Committee directly.

(c) Distribution of Proceeds. An initial distribution of the Telethon proceeds shall be made as soon as practicable, provided that the DNT may retain such an amount as it deems reasonably required as a reserve to provide for any unpaid or contingent expenses and liabilities, including winding up the Telethon finances and affairs and, as to State Committees which elect to participate in solicitations pursuant to Telethon contributor pledges, the expenses of such further solicitations.

(d) 1984 Campaign Set-Aside. It shall be the policy of the DNC and the DSC that half of the net Telethon proceeds received by each will, to the extent practicable, be used in support of the 1984 Democratic presidential, senatorial, congressional and other candidates.

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(e) Accounting. Both DNT and the DSC shall maintain complete and accurate books and records of all Telethon funds handled by them, which books and records shall be available for examination by the other party to any extent reasonably requested. The DNT shall provide each participating State Committee a financial accounting for the Telethon, including a statement of the pre-Telethon funds and Telethon proceeds from the State.

4. Ownership and Use of Program and Contributor Data.

(a) Program. The Telethon program and all associated materials and rights shall be the sole property of the DNC. In the event that the Telethon program or portions thereof shall in the future be rebroadcast under the sponsorship of the DNC for fundraising purposes, the DNC shall enter into good faith discussions with the State Committees for any States in which such broadcast is expected to occur as to any mutually acceptable basis for the State Committees' participation in the financing for, and any proceeds from, such further broadcast of the Telethon program.

(b) Contributor Data. All records of Telethon contributors and associated data shall be the sole and confidential property of the DNC, except that the DNC will provide to the DSC and each participating State Committee lists of the names and associated data of all Telethon contributors from their respective States. The list of Telethon contributors (or pledgors) will be delivered to the DSC on or before July 31, 1983, or as soon thereafter as practicable, provided that, if the DSC elects in writing to share in contributions received on or before May 30, 1984, from follow-up solicitations of Telethon sustain contributor pledges, the DNC shall retain the list of such sustaining contributors for such solicitation and instead provide such list to the DSC promptly after May 30, 1984 (but DNT shall advise the DSC of the number of such sustaining contributors and total amount of pledges from the DSC's State). Except as provided in this Agreement, neither the DNC, the DSC nor other State Committee will have any right to any proceeds from future solicitations of Telethon Contributors by any other committee.

5. Campaign Finance Laws.

(a) Compliance. The DNT and the DSC shall comply with, and all loans (transfers), contributions and expenditures shall be made in accordance with, all limitations and other requirements of the FECA and any other applicable federal and state laws and regulations. If requested, DNT shall assist the DSC in qualifying and establishing a "federal account" under the FECA.

(b) Federal Funds. All loans and contributions used to pay expenses incurred by either DNT or the DSC in support of the Telethon (including all pre-Telethon funds and all DSC expenses for state Telethon personnel, local publicity and promotion, etc.) shall be in amounts and from sources consistent with the FECA and shall be made exclusively from funds deposited in "federal accounts" maintained by DNT and the DSC under the FECA.

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(c) Non-federal Funds. The DNT and the DNC will endeavor to raise other contributions from corporations, labor unions and from political committees and individuals in excess of FECA limits for use other than in connection with federal elections in jurisdictions which permit the use of such funds. In the event that the laws applicable to the DSC permit use of such funds in connection with state and local elections in such jurisdiction, such funds shall be shared between the DNC and the DSC on the same basis as Telethon proceeds raised pursuant to the FECA.

6. Miscellaneous.

(a) Disputes. The right of the DSC to receive Telethon proceeds shall be subject to the DSC's compliance with all of the terms and conditions of this Agreement and continuing cooperation with the DNT by the DSC Chairperson and other DSC personnel designated to work on the Telethon. Any dispute, claim or question of interpretation arising out of or relating to this Agreement shall be resolved in a final and binding manner by the President of DNT, in consultation with the Chairman of the DNT and the President of the Association of State Democratic Chairs, subject to their obligation to use good faith in reaching such resolution.

(b) Liability and Indemnity. Nothing in this Agreement shall be construed to constitute either party a partner, employee or agent of the other, nor shall either party have authority to bind the other in any respect, it being intended that each party shall remain an independent contractor solely responsible for its own actions. Neither DNT nor the DNC shall be liable under any contracts or obligations of the DSC, apart from this Agreement, or for any act or omissions of the DSC and its officers, employees and agents. The DSC agrees to indemnify and hold harmless DNT, the DNC and their officers, employees and agents from any and all claims, losses, damages and expenses in any manner resulting from or arising out of the performance or breach of the DSC's obligations under this Agreement.

(c) Termination. DNT may, by written notice to the DSC, terminate this Agreement if the DSC fails to comply with all of the terms and conditions of this Agreement.

(d) Notices. All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be deemed to have been duly given when sent by first-class, registered or certified mail, return receipt requested, with postage paid, when personally delivered by hand, or when transmitted by cable, telex or telegraph, addressed as follows:

If to DNT:

Democratic National Telethon V, Inc.
1623 Massachusetts Avenue, N.W.
Washington, D.C. 20036
Attention: Ursula Culver

06040870079

If to DSC: .

Washington
Democratic State Committee
P.O. Box 4027
Seattle, WA 98104
Attention: Karen Marchioro

Either party's address may be changed by written notice to other party.

(e) General. This instrument contains the entire agreement of the parties and supersedes all other agreements or understandings between them with respect to the matters provided for herein. This instrument may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of a waiver, change, extension or discharge is sought. All covenants and indemnities made herein by either party shall survive the execution and delivery of the Agreement and any review or investigation made by or on behalf of the other party and shall bind and inure to the benefit of their respective successors and assigns, provided that the rights and obligations of a party to this Agreement shall not be assignable without the prior written consent of the other party hereto, except in the case of DNT and DNC, to another entity wholly owned or controlled by the DNC. Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement. The Agreement shall be governed by the laws of the District of Columbia (not including the choice of law rules thereof).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first hereinabove set forth.

DEMOCRATIC STATE COMMITTEE

State Wa
By Karen Marchioro
Chairperson

DSC Pre-Telethon Funds Goal:

\$ 22,500

DEMOCRATIC NATIONAL TELETHON
V, INC.

By John V. Brown, Jr.
Chairman

By Charles T. Manatt
President

86040570079

Gov. John Y. Brown, Jr.
Chairman

Charles T. Manatt
President

Larry G. Townsend
Executive Vice President

First National Tower
Louisville, Kentucky 40202
502-583-4072



STAND UP FOR AMERICA

April 14, 1983

Attention: State Chairperson & Telethon Chairperson

Please accept this letter as a formal contract change for your State Committee Agreement concerning local cut-ins in time which has been paid for by the Democratic National Telethon.

Paragraph 2E on page 3 currently reads: "... subject to DNT approval, arrange for and purchase local television station time and coordinate with the DNT to assure proper cut-in arrangements." This paragraph should read "... subject to DNT approval, arrange for local television station time and coordinate with the DNT to assure proper cut-in arrangements."

Also, please remember to fill in your pre-telethon goal at the bottom left of page seven.

Time is of the essence, so please sign below and have this agreement mailed to us at the address indicated as soon as possible.

The address is printed above. Please include your original copy of the contract.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles Townsend".

Charles Townsend

A handwritten signature in black ink, appearing to read "Karen Zacharia".
(signature) State Chairperson

Ed Ryan
Reports Analysis Division
Federal Elections Commission
1325 K Street NW
Washington, D.C. 20463



WASHINGTON
CENTRAL
1701 Smith Tower
Seattle, WA 98104



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 23, 1985

Clay Bleck, treasurer
Washington State Democratic
Central Committee
P.O. Box 4027
Seattle, Washington 98104

RE: MUR 1900
Washington State Democratic
Central Committee and
Clay Bleck, as treasurer

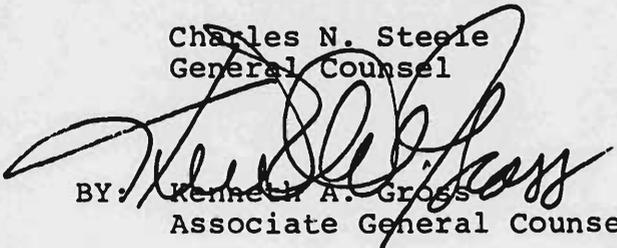
Dear Mr. Bleck:

This is to acknowledge receipt of your response to the Commission's Questions and Request for Documents in connection with its reason to believe findings in the above-referenced matter. Because the information requested from you had not been received by the required due date, the Commission authorized an Order to Submit Written Answers and a Subpoena to Produce Requested Documents. However, your response has now been received, and it appears to provide the information called for in the Commission's Order and Subpoena. Therefore, the need to respond to the pending Order and Subpoena is obviated.

If you have any questions, please direct them to Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

Charles N. Steele
General Counsel

BY: 
Kenneth A. Gross
Associate General Counsel

86040570032

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
Washington State Democratic) MUR 1900
Central Committee)
Clay Bleck, treasurer)

SUBPOENA

To: Clay Bleck, treasurer
Washington State Democratic Central Committee
P.O. Box 4027
Seattle, Washington 98104

Pursuant to 2 U.S.C. § 437d(a)(1) and (3), and in
furtherance of its investigation in the above-captioned matter,
the Federal Election Commission hereby orders you to submit
written answers to the questions attached to this Order and
Subpoenas you to produce requested documents.

Such answers must be submitted under oath and must be
forwarded to the Commission within 10 days of your receipt of
this Order/Subpoena.

WHEREFORE, the Chairman of the Federal Election Commission
has hereunto set his hand on *May 20*, 1985.


John Warren McGarry
Chairman

ATTEST:


Marjorie W. Emmons
Secretary to the Commission

Attachments
Questions

86040570033

On February 26, 1985, the Federal Election Commission ("Commission") determined there was reason to believe the Washington State Democratic Central Committee and Clay Bleck, as Treasurer, violated 2 U.S.C. § 441b of the Federal Election Campaign Act, as amended, ("Act") and 11 C.F.R. § 102.6(a)(1)(iv) of the Commission's Regulations. Specifically the Commission determined that the Washington State Democratic Central Committee and Clay Bleck, as Treasurer, transferred funds collected from non-permissible sources to the Democratic National Committee ("DNC") as advances for a joint fundraising event (the Democratic National Telethon). In responding to the questions below, state the accounting method used and any assumptions made, upon which the answers are based.

1. a) Was any of the money contained in your non-Federal account attributable to corporate contributions?
b) If so, state the total amount of funds in your non-Federal account which had a corporate source, as of the dates of the transfer to the DNC, April 27 and May 17, 1983.
2. a) Was any of the money contained in your non-Federal account attributable to labor union contributions?
b) If so, state the total amount of funds in your non-Federal account which had a union source, as of the dates of the transfer to the DNC, April 27 and May 17, 1983.
3. a) Was any of the money contained in your non-Federal account attributable to other non-permissible sources under the Act? (See, e.g., 2 U.S.C. §§ 441c, 441e and 441f).
b) If so, state the total amount of funds in your non-Federal account which came from other non-permissible sources, as of the dates of the transfer to the DNC, April 27 and May 17, 1983.
4. Submit a copy of the joint fundraising agreement executed between the Washington State Democratic Central Committee, and the Democratic National Committee, covering the Democratic National Telethon.

36040570034



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

May 23, 1985

John H. French, Jr., Esquire
Messer, Rhodes & Vickers
Suite 701, Lewis State Bank Building
P.O. Box 1876
215 South Monroe Street
Tallahassee, Florida 32302

RE: MUR 1900
Democratic Executive Committee
of Florida and Monnie J.
Yungkans, as treasurer

Dear Mr. French:

On March 11, 1985, your client was notified that the Commission found reason to believe that your client violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended and 11 C.F.R. § 102.6 of the Commission's Regulations. An investigation of this matter is being conducted and it has been determined that additional information is necessary from your client. Therefore, the Commission has declined to enter into conciliation prior to a finding of probable cause at this time. However, the Office of General Counsel would still like to settle this matter prior to a finding of probable cause, after receipt of the information necessary to its investigation.

Consequently, the Federal Election Commission has issued the attached subpoena and order which requires your client to provide information which will assist the Commission in carrying out its statutory duty of supervising compliance with the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, U.S. Code.

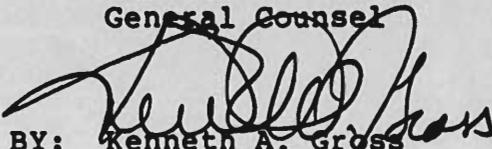
It is required that you submit the information under oath and that you do so within ten days of your receipt of this subpoena and order.

36040570035

If you have any questions, please direct them to Eric Kleinfeld, the attorney handling this matter, at (202) 523-4000.

Sincerely,

Charles N. Steele
General Counsel


BY: Kenneth A. Gross
Associate General Counsel

Enclosure

1. Subpoena and Order
2. Questions

96040570036

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
Democratic Executive) MUR 1900
Committee of Florida)
Monnie J. Yungkans, as)
treasurer)

SUBPOENA

To: Monnie J. Yungkans, treasurer
Democratic Executive Committee
of Florida
517 North Calhoun Street
P.O. Box 1758
Tallahassee, Florida 32302

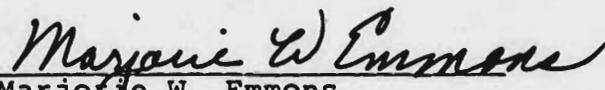
Pursuant to 2 U.S.C. § 437d(a)(1) and (3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby orders you to submit written answers to the questions attached to this Order and Subpoenas you to produce requested documents.

Such answers must be submitted under oath and must be forwarded to the Commission within 10 days of your receipt of this Order/Subpoena.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand on *May 20*, 1985.


John Warren McGarry
Chairman

ATTEST:


Marjorie W. Emmons
Secretary to the Commission

Attachments
Questions

86040570007

On February 26, 1985, the Federal Election Commission ("Commission") determined there was reason to believe the Democratic Executive Committee of Florida and Monnie J. Yungkans, as Treasurer, violated 2 U.S.C. § 441b of the Federal Election Campaign Act, as amended, ("Act") and 11 C.F.R. § 102.6(a)(1)(iv) of the Commission's Regulations. Specifically the Commission determined that the Democratic Executive Committee of Florida and Monnie J. Yungkans, as Treasurer, transferred funds collected from non-permissible sources to the Democratic National Committee ("DNC") as advances for a joint fundraising event (the Democratic National Telethon). In responding to the questions below, state the accounting method used and any assumptions made, upon which the answers are based.

1. a) Was any of the money contained in your non-Federal account attributable to corporate contributions?
b) If so, state the total amount of funds in your non-Federal account which had a corporate source, as of the dates of the transfer to the DNC, May 12, 1983.
2. a) Was any of the money contained in your non-Federal account attributable to labor union contributions?
b) If so, state the total amount of funds in your non-Federal account which had a union source, as of the dates of the transfer to the DNC, May 12, 1983.
3. a) Was any of the money contained in your non-Federal account attributable to other non-permissible sources under the Act? (See, e.g., 2 U.S.C. §§ 441c, 441e and 441f).
b) If so, state the total amount of funds in your non-Federal account which came from other non-permissible sources, as of the dates of the transfer to the DNC, May 12, 1983.
4. Submit a copy of the joint fundraising agreement executed between the Democratic Executive Committee of Florida and the Democratic National Committee, covering the Democratic National Telethon.



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

AK 5/20

John H. French, Jr., Esquire
Messer, Rhodes & Vickers
Suite 701, Lewis State Bank Building
P.O. Box 1876
215 South Monroe Street
Tallahassee, Florida 32302

RE: MUR 1900
Democratic Executive Committee
of Florida and Monnie J.
Yungkans, as treasurer

Dear Mr. French:

On March 11, 1985, your client was notified that the Commission found reason to believe that your client violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended and 11 C.F.R. § 102.6 of the Commission's Regulations. An investigation of this matter is being conducted and it has been determined that additional information is necessary from your client. Therefore, the Commission has declined to enter into conciliation prior to a finding of probable cause at this time. However, the Office of General Counsel would still like to settle this matter prior to a finding of probable cause, after receipt of the information necessary to its investigation.

Consequently, the Federal Election Commission has issued the attached subpoena and order which requires your client to provide information which will assist the Commission in carrying out its statutory duty of supervising compliance with the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, U.S. Code.

It is required that you submit the information under oath and that you do so within ten days of your receipt of this subpoena and order.

86040570000

If you have any questions, please direct them to Eric Kleinfeld, the attorney handling this matter, at (202) 523-4000.

Sincerely,

Charles N. Steele
General Counsel

BY: Kenneth A. Gross
Associate General Counsel

Enclosure

1. Subpoena and Order
2. Questions

86040570000



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

@ 5/22

Clay Bleck, treasurer
Washington State Democratic
Central Committee
P.O. Box 4027
Seattle, Washington 98104

RE: MUR 1900
Washington State Democratic
Central Committee and
Clay Bleck, as treasurer

Dear Mr. Bleck:

This is to acknowledge receipt of your response to the Commission's Questions and Request for Documents in connection with its reason to believe findings in the above-referenced matter. Because the information requested from you had not been received by the required due date, the Commission authorized an Order to Submit Written Answers and a Subpoena to Produce Requested Documents. However, your response has now been received, and it appears to provide the information called for in the Commission's Order and Subpoena. Therefore, the need to respond to the pending Order and Subpoena is obviated.

If you have any questions, please direct them to Eric Kleinfeld, the attorney assigned to this matter, at (202)523-4000.

Sincerely,

Charles N. Steele
General Counsel

BY: Kenneth A. Gross
Associate General Counsel

36040570091

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 1900
Democratic Executive Committee)
of Florida)
Monnie J. Yungkans, as treasurer)
Washington State Democratic)
Central Committee)
Clay Bleck, as treasurer)

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on May 15, 1985, the Commission decided by a vote of 6-0 to take the following actions in MUR 1900:

1. Approve and authorize the sending of the Order, Subpoena and letter to the Washington State Democratic Central Committee and Clay Bleck, as treasurer, submitted with the General Counsel's Report signed May 10, 1985.
2. Approve and authorize the sending of the Order, Subpoena and letter to the Democratic Executive Committee of Florida and Monnie J. Yungkans, as treasurer, attached to the General Counsel's Report signed May 10, 1985.
3. Decline, at this time, to enter into informal conciliation prior to a finding of probable cause to believe with the Democratic Executive Committee of Florida and Monnie J. Yungkans, as treasurer.

(Continued)

86040570092

Certification
MUR 1900
General Counsel's Report
Signed May 10, 1985

Page 2

Commissioners Aikens, Elliott, Harris, McDonald,
McGarry and Reiche voted affirmatively in this matter.

Attest:

5-17-85

Date

Marjorie W. Emmons

Marjorie W. Emmons
Secretary of the Commission

86040570093

Received in Office of Commission Secretary:
Circulated on 48 hour tally basis:

5-13-85, 9:10
5-13-85, 4:00

BEFORE THE FEDERAL ELECTION COMMISSION

ED
REC
BY

In the Matter of)
)
Democratic Executive Committee)
of Florida)
Monnie J. Yungkans, as)
treasurer)
Washington State Democratic)
Central Committee)
Clay Bleck, as treasurer)

MUR 1900

MAY 13 9:10

SENSITIVE

GENERAL COUNSEL'S REPORT

I. BACKGROUND

On February 26, 1985, the Federal Election Commission ("Commission") determined that there is reason to believe that the Democratic Executive Committee of Florida ("Florida Committee") and Monnie J. Yungkans, as treasurer, and the Washington State Democratic Central Committee ("Washington Committee") and Clay Bleck, as treasurer, violated 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv). Specifically, the Commission found reason to believe that the Florida and Washington Committees transferred funds from their non-federal accounts to the Democratic National Committee as advances for a joint fundraiser when such funds had not been subject to the prohibitions of the Federal Election Campaign Act of 1971, as amended, ("Act"). In making this determination, the Commission also approved and authorized the sending of questions to respondents and a request for production of documents.

II. LEGAL ANALYSIS

The reason to believe notification letters and questions for respondents were mailed on March 11, 1985. The Florida Committee

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responded through counsel in a letter dated March 29, 1985. Despite counsel's assurances that written answers would be delivered to the Commission, the Florida Committee has failed to respond to the General Counsel's questions and to produce the requested documents.

The Washington Committee responded to the Commission by letter dated April 11, 1985. Despite assurances that the answers would be forthcoming, neither the answers to the General Counsel's questions nor the requested documents have been received as of the date of this writing.

The questions sent to respondents involved their non-federal accounts and whether such accounts contained any funds not permissible under the Act. This information is necessary for a complete investigation of this matter and is essential to enable the Office of General Counsel to make further recommendations to the Commission. Therefore, the Office of General Counsel recommends that the Commission approve the attached Orders and Subpoenas.

DISCUSSION OF CONCILIATION

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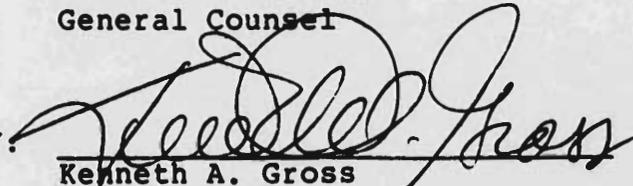
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III. RECOMMENDATION

1. Approve and authorize the sending of the attached Order and Subpoena and letter to the Washington State Democratic Central Committee and Clay Bleck, as treasurer.
2. Approve and authorize the sending of the attached Order and Subpoena and letter to the Democratic Executive Committee of Florida and Monnie J. Yungkans, as treasurer.
3. Decline, at this time, to enter into informal conciliation prior to a finding of probable cause to believe with the Democratic Executive Committee of Florida and Monnie J. Yungkans, as treasurer.

Charles N. Steele
General Counsel

May 10, 1985
Date

BY: 
Kenneth A. Gross
Associate General Counsel

Attachments

- I. Orders and Subpoenas (2)
- II. Letters (2)

86040570096

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
 Democratic Executive) MUR 1900
 Committee of Florida)
 Monnie J. Yungkans, as)
 treasurer)

SUBPOENA

To: Monnie J. Yungkans, treasurer
 Democratic Executive Committee
 of Florida
 517 North Calhoun Street
 P.O. Box 1758
 Tallahassee, Florida 32302

Pursuant to 2 U.S.C. § 437d(a)(1) and (3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby orders you to submit written answers to the questions attached to this Order and Subpoenas you to produce requested documents.

Such answers must be submitted under oath and must be forwarded to the Commission within 10 days of your receipt of this Order/Subpoena.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand on _____, 1985.

 John Warren McGarry
 Chairman

ATTEST:

 Marjorie W. Emmons
 Secretary to the Commission

Attachments
 Questions

8604057007

On February 26, 1985, the Federal Election Commission ("Commission") determined there was reason to believe the Democratic Executive Committee of Florida and Monnie J. Yungkans, as Treasurer, violated 2 U.S.C. § 441b of the Federal Election Campaign Act, as amended, ("Act") and 11 C.F.R. § 102.6(a)(1)(iv) of the Commission's Regulations. Specifically the Commission determined that the Democratic Executive Committee of Florida and Monnie J. Yungkans, as Treasurer, transferred funds collected from non-permissible sources to the Democratic National Committee ("DNC") as advances for a joint fundraising event (the Democratic National Telethon). In responding to the questions below, state the accounting method used and any assumptions made, upon which the answers are based.

- 1. a) Was any of the money contained in your non-Federal account attributable to corporate contributions?
- b) If so, state the total amount of funds in your non-Federal account which had a corporate source, as of the dates of the transfer to the DNC, May 12, 1983.
- 2. a) Was any of the money contained in your non-Federal account attributable to labor union contributions?
- b) If so, state the total amount of funds in your non-Federal account which had a union source, as of the dates of the transfer to the DNC, May 12, 1983.
- 3. a) Was any of the money contained in your non-Federal account attributable to other non-permissible sources under the Act? (See, e.g., 2 U.S.C. §§ 441c, 441e and 441f).
- b) If so, state the total amount of funds in your non-Federal account which came from other non-permissible sources, as of the dates of the transfer to the DNC, May 12, 1983.
- 4. Submit a copy of the joint fundraising agreement executed between the Washington State Democratic Central Committee, and the Democratic National Committee, covering the Democratic National Telethon.

8604057003

③

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
Washington State Democratic) MUR 1900
Central Committee)
Clay Bleck, treasurer)

SUBPOENA

To: Clay Bleck, treasurer
Washington State Democratic Central Committee
P.O. Box 4027
Seattle, Washington 98104

Pursuant to 2 U.S.C. § 437d(a)(1) and (3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby orders you to submit written answers to the questions attached to this Order and Subpoenas you to produce requested documents.

Such answers must be submitted under oath and must be forwarded to the Commission within 10 days of your receipt of this Order/Subpoena.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand on _____, 1985.

John Warren McGarry
Chairman

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

Attachments
Questions

86040570099

On February 26, 1985, the Federal Election Commission ("Commission") determined there was reason to believe the Washington State Democratic Central Committee and Clay Bleck, as Treasurer, violated 2 U.S.C. § 441b of the Federal Election Campaign Act, as amended, ("Act") and 11 C.F.R. § 102.6(a)(1)(iv) of the Commission's Regulations. Specifically the Commission determined that the Washington State Democratic Central Committee and Clay Bleck, as Treasurer, transferred funds collected from non-permissible sources to the Democratic National Committee ("DNC") as advances for a joint fundraising event (the Democratic National Telethon). In responding to the questions below, state the accounting method used and any assumptions made, upon which the answers are based.

1. a) Was any of the money contained in your non-Federal account attributable to corporate contributions?
- b) If so, state the total amount of funds in your non-Federal account which had a corporate source, as of the dates of the transfer to the DNC, April 27 and May 17, 1983.
2. a) Was any of the money contained in your non-Federal account attributable to labor union contributions?
- b) If so, state the total amount of funds in your non-Federal account which had a union source, as of the dates of the transfer to the DNC, April 27 and May 17, 1983.
3. a) Was any of the money contained in your non-Federal account attributable to other non-permissible sources under the Act? (See, e.g., 2 U.S.C. §§ 441c, 441e and 441f).
- b) If so, state the total amount of funds in your non-Federal account which came from other non-permissible sources, as of the dates of the transfer to the DNC, April 27 and May 17, 1983.
4. Submit a copy of the joint fundraising agreement executed between the Washington State Democratic Central Committee, and the Democratic National Committee, covering the Democratic National Telethon.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

John H. French, Jr., Esquire
Messer, Rhodes & Vickers
Suite 701, Lewis State Bank Building
P.O. Box 1876
215 South Monroe Street
Tallahassee, Florida 32302

RE: MUR 1900
Democratic Executive Committee
of Florida and Monnie J.
Yungkans, as treasurer

Dear Mr. French:

On March 11, 1985, your client was notified that the Commission found reason to believe that your client violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended and 11 C.F.R. § 102.6 of the Commission's Regulations. An investigation of this matter is being conducted and it has been determined that additional information is necessary from your client. Therefore, the Commission has declined to enter into conciliation prior to a finding of probable cause at this time. However, the Office of General Counsel would still like to settle this matter prior to a finding of probable cause, after receipt of the information necessary to its investigation.

Consequently, the Federal Election Commission has issued the attached subpoena and order which requires your client to provide information which will assist the Commission in carrying out its statutory duty of supervising compliance with the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, U.S. Code.

It is required that you submit the information under oath and that you do so within ten days of your receipt of this subpoena and order.

86040570101

If you have any questions, please direct them to Eric Kleinfeld, the attorney handling this matter, at (202) 523-4000.

Sincerely,

Charles N. Steele
General Counsel

BY: Kenneth A. Gross
Associate General Counsel

Enclosure

1. Subpoena and Order
2. Questions

86040570102



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

⑦

Clay Bleck, treasurer
Washington State Democratic Central Committee
P.O. Box 4027
Seattle, Washington 98104

RE: MUR 1900
Washington State Democratic
Central Committee and
Clay Bleck, treasurer

Dear Mr. Bleck:

On March 11, 1985, you were notified that the Commission found reason to believe that the Washington State Democratic Central Committee and you, as treasurer, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended and 11 C.F.R. § 102.6 of the Commission's Regulations. An investigation of this matter is being conducted and it has been determined that additional information from you is necessary.

Consequently, the Federal Election Commission has issued the attached subpoena and order which requires you to provide information which will assist the Commission in carrying out its statutory duty of supervising compliance with the Federal Election Campaign Act of 1971, as amended, as amended, and Chapters 95 and 96 of Title 26, U.S. Code.

It is required that you submit the information under oath and that you do so within ten days of your receipt of this subpoena and order.

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③

If you have any questions, please direct them to Eric Kleinfeld, the attorney handling this matter, at (202) 523-4000.

Sincerely,

Charles N. Steele
General Counsel

BY: Kenneth A. Gross
Associate General Counsel

Enclosure

1. Subpoena and Order
2. Questions

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BEFORE THE FEDERAL ELECTION COMMISSION

REC
CLERK

In the Matter of)
)
 DNC Services Corporation/Democratic)
 National Committee)
 Paul G. Kirk, treasurer)
 Alabama Democratic State Party)
 Dick Humphrey, treasurer)
 Democratic State Central Committee)
 Maureen G. Satti, treasurer)
 Democratic Executive Committee)
 of Florida)
 Monnie J. Yungkans, treasurer)
 Washington State Democratic)
 Central Committee)
 Clay Beck, treasurer)
 West Virginia State Democratic)
 Executive Committee)
 Deborah F. Phillips, treasurer)

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MUR 1900

SENSITIVE

COMPREHENSIVE INVESTIGATIVE REPORT #1

On February 26, 1985, the Federal Election Commission ("Commission") determined that there is reason to believe that the Democratic National Committee ("DNC") and Paul G. Kirk, as treasurer; the Alabama Democratic State Party ("Alabama Committee") and Dick Humphrey, as treasurer, the Democratic State Central Committee ("Connecticut Committee") and Maureen G. Satti, as treasurer; the Democratic Executive Committee of Florida ("Florida Committee") and Monnie J. Yungkans, as treasurer; the Washington State Democratic Central Committee and Clay Beck, as treasurer; and the West Virginia State Democratic Executive Committee and Deborah F. Phillips, as treasurer, violated 2 U.S.C. § 441b and 11 CFR § 102.6(a)(1)(iv). Specifically, the Commission found reason to believe that the five state committees transferred funds from their non-federal accounts to the DNC as advances for a joint fundraiser, when such funds had not been subject to the prohibitions of the Federal Election Campaign Act

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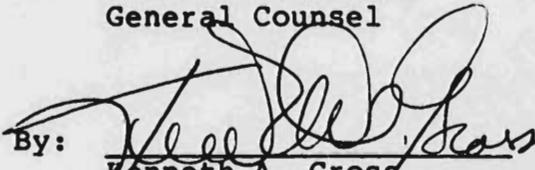
of 1971, as amended, ("Act").

Reason to believe notification letters were mailed to Respondent committees on March 11, 1985. On March 19, 1985, the DNC requested an extension of time to respond to the Commission's reason to believe determinations and interrogatories, and was granted an extension until April 11, 1985.

As of the date of this Report, written responses from four of the six Respondent committees (DNC, Connecticut Committee, Florida Committee, and West Virginia Committee) have been received. (See Attachments). Two committees (Alabama and Washington) have failed to respond. The Office of General Counsel is in the process of reviewing those responses which have been received. Following the conclusion of our review, this office will be submitting to the Commission a brief stating the position of the General Counsel on the legal and factual issues of the case.

Charles N. Steele
General Counsel

April 16, 1985
Date

By: 
Kenneth A. Gross
Associate General Counsel

Attachments
Responses

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DEMOCRATIC NATIONAL COMMITTEE

430 SOUTH CAPITOL STREET, S.E. WASHINGTON, D.C. 20003 (202) 863-8000

April 10, 1985

BY HAND

Eric Kleinfeld, Esq.
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 1900

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RECEIVED
OFFICE OF THE
GENERAL COUNSEL

Dear Mr. Kleinfeld:

Pursuant to your letter dated March 21, 1985, the Democratic National Committee and Paul G. Kirk, Jr., (collectively referred to hereinafter as the "DNC") hereby respond to the notice dated March 11, 1985 from the Federal Election Commission (the "Commission") to the effect that it had found reason to believe that the DNC may have violated 2 U.S.C. section 441b and 11 C.F.R. section 102.6 (1984) with respect to funds ic received from five Democratic state party committees in 1983.

This MUR involves advances ("pre-telethon funds") made by five Democratic state party committees in April and May, of 1983 in connection with a national fundraising telethon which the DNC, in conjunction with more than 35 Democratic state party committees, held on May 28 - 29, 1983. The state party committees involved are those of Alabama, Connecticut, Florida, Washington and West Virginia.

As conceived by the DNC, the purpose of the telethon was to raise contributions subject to the limitations and prohibitions of the Federal Election Campaign Act of 1971, as amended (the "Act"). Consequently, it entered into joint fundraising agreements with all participating Democratic state party committees -- including the five committees whose advances are at issue here -- pursuant to the express terms of which each state party understood and agreed that it would advance such pre-telethon funds solely from a "federal account" maintained in compliance with the Act. (Copies of the joint fundraising agreement signed by each of the committees identified above, have been attached). Accordingly, each state committee transferred its share of pre-telethon funds to a special telethon account established and maintained by the DNC separate and apart from its other federal accounts.

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Despite the express obligation on the part of each state committee to ensure that all pre-telethon funds derived from "federal accounts", it appears that the five Democratic state party committees whose advances are at issue may have made such advances from non-federal accounts. Whatever the consequences of the improper advances may be for those state party committees, however, it is clear that the DNC behaved in a perfectly lawful manner. Therefore, this matter should be closed without any further action against it.

In the first place, we agree with the General Counsel's Report insofar as it acknowledges that the regulations governing joint fundraising are silent as to whether funds advanced for joint fundraising costs must derive from permissible sources. General Counsel's Report, page 4. It is the position of the DNC, however, that such silence in the regulations does not lead to the conclusion that 11 C.F.R. section 102.6 governs the transactions in question. This is particularly true since 11 C.F.R. sections 102.6 and 102.17 (as relied upon by the General Counsel in its Report) had not been promulgated until August 22, 1983 -- more than three months after the advances in question.

Second, even if the Commission were to conclude that the principles of those regulations are applicable -- i.e., that all funds advanced for joint fundraising costs deposited into a separate depository account must derive from permissible sources, section 102.17(c)(3)(ii) of the Commission's regulations provides that the fundraising representative must deposit all such funds in accordance with 11 C.F.R. section 103.3. Section 103.3(b)(i) requires, in turn, that "best efforts" be exercised when determining the legality of any contribution. Significantly, though, the Commission has acknowledged that, even after a committee has exercised such "best efforts", situations may arise in which it accepts impermissible funds without any knowledge or reason to know of their unlawful nature at the time of receipt. More significantly, the Commission has not brought enforcement proceedings in such situations. See AO 1984-52, 1 Fed. Elec. Camp. Fin. Guide (CCH) Para. 5797 at 11,136 (November 30, 1984).

While the regulations do not generally define what constitutes "best efforts" ¹, it is clear that the DNC exercised "best efforts" in trying to assure that the advances

 1/ But see Part 104 of the Commission's regulations, governing reporting of contributor identification information. Those regulations provide that a political committee will be deemed to have made "best efforts" to obtain such information if it makes at least one effort documented in writing to do so. This contributor information, which includes the full name and address of each contributor, is tantamount to determining whether a particular contribution derives from a permissible source. Consequently, it provides a useful benchmark in determining whether the DNC used its "best efforts" here.

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derived from permissible sources. For example:

1. The joint fundraising agreements entered into by each of the state committees clearly and repeatedly require that all pre-telethon funds must derive solely from a "federal account" maintained in compliance with the Act. See subparagraphs 2(a)(2); 5(a) and 5(b) of the joint fundraising agreement.
2. At the time the transfers were made, each state committee referred to above maintained a "federal account" with the Commission from which it could make the advance.
3. None of the transfers in question were illegal on their face. In fact, the check for pre-telethon funds advanced by the Democratic State Central Committee of Connecticut expressly stated "Federal Account" on the face of the check.

Taken collectively, these efforts by the DNC demonstrate that its procedure for satisfying the "best efforts" test was diligent, systematic and thorough. Accordingly, it had no reason to know of the unlawful nature of the contributions in question and should not be held accountable therefor.

Third, as the General Counsel's report impliedly concedes by the lack of any specific allegation to the contrary, the advances in question were not used in connection with a federal election. As noted above, the purpose of the telethon was to raise contributions subject to the limitations and prohibitions of the Act. However, as the reports filed with the Commission by the DNC regarding its telethon account show, there were no net proceeds from the telethon event. Instead, the entire proceeds were used to pay the costs of the event itself. Indeed, in order to fulfill its commitment to the state party committees that they would receive their advances back, the DNC had to repay a portion of those advances with its other federally-permissible funds. In short, no funds derived from the advances or from the telethon were made available for use in connection with a federal election.

Finally, assuming that the advances in question did derive from non-qualified sources, the activity is best viewed as a joint activity between federal and non-federal committees. However, the Commission has clearly allowed federal and non-federal funds to be combined for purposes of such joint activity, and has provided that the account containing such combined funds be reported to it. See 24 C.F.R. AO 1981-19, 1 Fed. Elec. Camp. Fin. Guide (CCH) Para. 5609 at 10,761 (June 4, 1981), where the Commission determined that the joint investment of federal and non-federal funds -- which a joint fundraiser arguably is -- would not result in a contribution to the federal account so long

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as the federal account did not receive anything of value from the non-federal account and where the Commission also required that the account established to receive and disburse the invested funds be reported in its entirety. See also AOR 1976-72, 1 Fed. Elec. Camp. Fin. Guide (CCH) Para. 6034 (June 6, 1976); AO 1978-67, 1 Fed. Elec. Camp. Fin. Guide (CCH) Para. 5356 (Sept. 1978); and AO 1980-38, 1 Fed. Elec. Camp. Fin. Guide (CCH) Para. 5489 (May 16, 1980), where the Commission has allowed the use of escrow arrangements in connection with joint political activity between federal and non-federal committees.

Here, of course, the telethon account was a form of such an escrow account. It was established separate and apart from DNC's other federal accounts so as to receive from the telethon participants their share of the pre-telethon costs. Moreover, all contributions received from the telethon itself were subject to the limitations and prohibitions of the Act. Consequently, it can clearly be demonstrated that all advances repaid to the state party committees (and the DNC) from the telethon account derived from federally-permissible sources (such "tracing" was contemplated by, and allowed in, AO 1980-38, *supra*). Therefore, while the character of the advances in question may raise issues concerning the character to those state committees involved in the repayments they received, there is no basis upon which to conclude that the DNC has violated the Act or the Commission's regulations thereunder as a result of those advances 2/

2/As noted above, the DNC believes that the advances were not used in connection with a federal election since the telethon was a fundraising activity and there were no net fundraising proceeds. Instead, all the money went to repay the costs of the telethon itself. Some might conceivably argue, however, that the telethon had a political content separate and apart from its fundraising attributes, the federal share of which would have to be paid for with federal funds. The General Counsel's Report did not raise this issue, and DNC is loath to respond to unasked questions; it notes, though, that, given the date (May, 1983) and substantial non-federal content (entertainment, appearances by celebrities, comments by state and local officeholders and candidates, etc.) of the telethon, little, if any, of its costs should be allocated to federal elections. Moreover, given that it was paid for entirely (except for the advances in question here) out of federal funds, it is also clear that more than a sufficient share of its cost was paid for out of federal funds.

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Therefore, MUR 1900 should be closed without further review or action against the DNC. This is particularly true because, long before this MUR arose, the DNC had repaid with federally-permissible funds the advances in question.

Respectfully submitted,



Joseph A. Rieser, Jr.
Associate General Counsel
John M. Carroll
Counsel

DEMOCRATIC NATIONAL COMMITTEE

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Kleinfeld

STATEMENT OF DESIGNATION OF COUNSEL

MUR 1900

NAME OF COUNSEL: Joseph A. Rieser, Jr.
John M. Carroll
ADDRESS: Democratic National Committee
430 South Capitol Street, S.E.
Washington, D.C. 20003
TELEPHONE: (202) 863-8095

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OFFICE OF THE
GENERAL COUNSEL
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The above named individuals are hereby designated as counsel for the Democratic National Committee and Paul G. Kirk, Jr., (collectively the "DNC") and are authorized to receive any notifications and other communications from the Commission and to act on behalf of the DNC before the Commission.

BY Paul G. Kirk, Jr.
Date April 10, 1985

RESPONDENT'S NAME: Democratic National Committee
Paul G. Kirk, Jr.
430 South Capitol Street, S.E.
Washington, D.C. 20003

TELEPHONE: (202) 863-8000

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DEMOCRATIC NATIONAL TELETHON V

State Committee Agreement

This Agreement is entered into as of April 15 1983, between DEMOCRATIC NATIONAL TELETHON V, INC., a District of Columbia non-profit corporation ("DNT"), and the undersigned DEMOCRATIC STATE COMMITTEE ("DSC") concerning the DSC's participation in a national telethon (the "Telethon") to be produced by DNT and the DEMOCRATIC NATIONAL COMMITTEE ("DNC") and carried on a national television network on May 28-29 or another date acceptable to the DNC.

1. DNT Obligations.

DNT shall provide the following:

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- (a) acquisition of time on a national television network for broadcast of the Telethon;
- (b) production of the Telethon program;
- (c) handling of national Telethon publicity and promotion;
- (d) arrangement of financing through bank loans and credits guaranteed by individuals of suitable means, in addition to pre-Telethon fundraising by participating State Committees;
- (e) coordination of support activities of the DSC under this Agreement and of other participating State Committees;
- (f) operation of national and/or regional telephone centers for Telethon contributors;
- (g) handling of mail to and from contributors with respect to Telethon contributions and pledges;
- (h) preparation of contributor records, including separate records of contributors from each participating State;
- (i) provision to the DSC of instructional materials and assistance concerning local publicity and promotion, programming, telephone operations, fundraising, campaign finance laws and related matters; and
- (j) provision of personnel required for the foregoing.

2. DSC Obligations.

The DSC shall provide the following:

(a) Pre-Telethon Fundraising Goal. The DSC shall use its best efforts to raise pre-Telethon funds in the amount of the goal set forth at the end of this Agreement, through solicitation of direct contributions to DNT hereafter and/or transfer to DNC of proceeds from bank loans to the DSC. All such contributions and loans shall be in compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA").

(1) If such funds are raised in the form of contributions, all such contributions shall be made to "Democratic National Telethon V, Inc." and be sent directly or delivered within 10 days of receipt to DNT, c/o Ursula Culver, Controller, 1625 Massachusetts Avenue, Washington, D.C. 20036, for deposit in the Telethon bank account at the National Bank of Washington and shall not be deposited in any DSC account. The DNC will examine all such contributions for compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA") and shall include all such contributions in its reports filed thereunder. All pre-Telethon contributions must be received by DNT on or before May 23, 1983.

(2) If such funds are provided by transfer of other DSC funds, such funds shall have been raised in compliance with the FECA and deposited solely in a "federal account" maintained in compliance with the FECA. Such funds shall be transferred to DNT at the above address for deposit in the Telethon bank account and must be received by DNT on or before April 22, 1983.

(3) If such funds are raised in the form of bank loans, such loans shall be made to the DSC in the ordinary course (guaranteed, if needed, by individuals of suitable means in amounts not exceeding the applicable FECA limits of \$5,000, taking into account for such purpose all other contributions to the DSC during 1983). The proceeds of such loans shall be deposited in a DSC "federal account" maintained in compliance with the FECA, and then transferred to DNT at the above address for deposit in the Telethon bank account. Any such loan funds must be received by DNT on or before April 22, 1983. Provided the DSC meets its pre-Telethon fundraising goal on or before April 22, 1983, and otherwise complies with this Agreement, the DNT will, as an expense of the Telethon, reimburse the DSC for all normal interest and/or fees for the bank loan for the period up to the date of the initial distribution to the DSC of Telethon proceeds.

(4) In the event that DNT shall receive pre-Telethon funds from the DSC's State in excess of the amount of the DSC's goal, the DNT shall within ten (10) days transfer to the DSC such excess amount for use for DSC Telethon expenses or, if not so required, for other DSC uses, and the DSC may retain any other excess funds raised by it.

(5) In the event that local television stations affiliated with the network in the DSC's State choose not to broadcast the Telethon,

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DNT and the DSC shall endeavor to obtain comparable carriers and, failing that, shall in good faith determine a substitute pre-Telethon fundraising goal for the State which shall reasonably reflect the adverse impact on the DSC's fundraising capacity.

(b) Fundraising Programs. To the extent needed to assure meeting its pre-Telethon fundraising goal, the DSC shall, at its sole expense and in coordination with DNT, undertake an active pre-Telethon fundraising program in the State, which shall include one or more of the following elements:

- (1) distribution of prescribed pre-Telethon contribution envelopes throughout the State;
- (2) planning and conduct of an extensive telephone solicitation program for pre-Telethon contributions;
- (3) planning and conduct of a major fundraising event.

(c) State Personnel. Beginning no later than March 15 and ending no earlier than May 31, 1983, the DSC shall provide at least one full-time State Telethon Coordinator and one publicity person to work on the Telethon in conjunction with DNT national and regional personnel. The DSC personnel may be either paid staff or volunteers. All expenses incurred or associated with such DSC personnel, including but not limited to salaries, travel and telephone, shall be paid by the DSC.

(d) Local Publicity and Promotion. In order to maximize the amount of Telethon contributions from the State and the Telethon proceeds distributable to the DSC, the DSC shall plan and conduct a publicity and promotion program in the State concerning the Telethon, consistent with DNT guidelines and instructions. As part of such program, the DSC is strongly encouraged to use paid local advertising to supplement the national advertising and promotion conducted by DNT.

(e) Local Programming. If the DNT and the DSC agree to include local programming in the Telethon, the DSC shall produce such programming, subject to DNT approval, arrange for, and purchase local television station time and coordinate with the DNT to assure proper cut-in arrangements.

All costs and expenses associated with the foregoing DSC support activities shall be charged to and paid by the DSC, except as provided above with respect to bank loan interest and fees or as otherwise agreed in writing by DNT prior to the time that such costs and expenses are incurred.

3. Telethon Proceeds.

(a) Allocation. The Telethon proceeds shall be applied as follows:

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(1) First, all loans and credits obtained by DNT and all expenses and other liabilities incurred by DNT in connection with the Telethon shall be paid (or provided for by a reserve pursuant to subparagraph 3(c));

(2) Second, to the extent that funds are available from the Telethon proceeds and on a pro rata basis, the DSC and all other participating State Committees shall be distributed amounts equal to the pre-Telethon funds received by the DNC from their respective States;

(3) Third, an amount equal to one-half (1/2) of the aggregate amount distributed to the participating State Committees under subparagraph 3(a)(2) shall be distributed to the DNC; and

(4) Fourth, one-half of the net Telethon proceeds from contributions in each participating State remaining after the contributions and distributions referred to in subparagraphs 3(a)(1), (2) and (3) (which payments and distributions shall be allocated among the States in the proportions which the Telethon proceeds from contributors in the State bear to the total Telethon proceeds) shall be distributed to each participating State Committee which has raised the full amount of its pre-Telethon fundraising goal, and a proportional amount shall be distributed to each participating State Committee which has not met its pre-Telethon fundraising goal, according to the percentage of its goal actually raised; the balance of the net Telethon proceeds shall be distributed to the DNC.

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(b) Definition of Telethon Proceeds. For the purpose of this Agreement, the "Telethon proceeds" shall include all funds received on or before August 31, 1983, from one-time contributors as a result of Telethon solicitations (but not pre-Telethon funds received on or before May 28, 1983) and all funds received on or before May 30, 1984, from sustaining contributor pledges (and other belated one-time contributors) as a result of Telethon solicitations or follow-up solicitations by DNT, provided, in the case of sustaining contributor pledges, that as to any participating State, the names of such contributors are retained and solicited by DNT or the DNC during the period rather than by the State Committee directly.

(c) Distribution of Proceeds. An initial distribution of the Telethon proceeds shall be made as soon as practicable, provided that the DNT may retain such an amount as it deems reasonably required as a reserve to provide for any unpaid or contingent expenses and liabilities, including winding up the Telethon finances and affairs and, as to State Committees which elect to participate in solicitations pursuant to Telethon contributor pledges, the expenses of such further solicitations.

(d) 1984 Campaign Set-Aside. It shall be the policy of the DNC and the DSC that half of the net Telethon proceeds received by each will, to the extent practicable, be used in support of the 1984 Democratic presidential, senatorial, congressional and other candidates.

(e) Accounting. Both DNT and the DSC shall maintain complete and accurate books and records of all Telethon funds handled by them, which books and records shall be available for examination by the other party to any extent reasonably requested. The DNT shall provide each participating State Committee a financial accounting for the Telethon, including a statement of the pre-Telethon funds and Telethon proceeds from the State.

4. Ownership and Use of Program and Contributor Data.

(a) Program. The Telethon program and all associated materials and rights shall be the sole property of the DNC. In the event that the Telethon program or portions thereof shall in the future be rebroadcast under the sponsorship of the DNC for fundraising purposes, the DNC shall enter into good faith discussions with the State Committees for any States in which such broadcast is expected to occur as to any mutually acceptable basis for the State Committees' participation in the financing for, and any proceeds from, such further broadcast of the Telethon program.

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(b) Contributor Data. All records of Telethon contributors and associated data shall be the sole and confidential property of the DNC, except that the DNC will provide to the DSC and each participating State Committee lists of the names and associated data of all Telethon contributors from their respective States. The list of Telethon contributors (or pledgors) will be delivered to the DSC on or before July 31, 1983, or as soon thereafter as practicable, provided that, if the DSC elects in writing to share in contributions received on or before May 30, 1984, from follow-up solicitations of Telethon sustain contributor pledges, the DNC shall retain the list of such sustaining contributors for such solicitation and instead provide such list to the DSC promptly after May 30, 1984 (but DNT shall advise the DSC of the number of such sustaining contributors and total amount of pledges from the DSC's State). Except as provided in this Agreement, neither the DNC, the DSC nor other State Committee will have any right to any proceeds from future solicitations of Telethon Contributors by any other committee.

5. Campaign Finance Laws.

(a) Compliance. The DNT and the DSC shall comply with, and all loans (transfers), contributions and expenditures shall be made in accordance with, all limitations and other requirements of the FECA and any other applicable federal and state laws and regulations. If requested, DNT shall assist the DSC in qualifying and establishing a "federal account" under the FECA.

(b) Federal Funds. All loans and contributions used to pay expenses incurred by either DNT or the DSC in support of the Telethon (including all pre-Telethon funds and all DSC expenses for state Telethon personnel, local publicity and promotion, etc.) shall be in amounts and from sources consistent with the FECA and shall be made exclusively from funds deposited in "federal accounts" maintained by DNT and the DSC under the FECA.

(c) Non-federal Funds. The DNT and the DNC will endeavor to raise other contributions from corporations, labor unions and from political committees and individuals in excess of FECA limits for use other than in connection with federal elections in jurisdictions which permit the use of such funds. In the event that the laws applicable to the DSC permit use of such funds in connection with state and local elections in such jurisdiction, such funds shall be shared between the DNC and the DSC on the same basis as Telethon proceeds raised pursuant to the FECA.

6. Miscellaneous.

(a) Disputes. The right of the DSC to receive Telethon proceeds shall be subject to the DSC's compliance with all of the terms and conditions of this Agreement and continuing cooperation with the DNT by the DSC Chairperson and other DSC personnel designated to work on the Telethon. Any dispute, claim or question of interpretation arising out of or relating to this Agreement shall be resolved in a final and binding manner by the President of DNT, in consultation with the Chairman of the DNT and the President of the Association of State Democratic Chairs, subject to their obligation to use good faith in reaching such resolution.

(b) Liability and Indemnity. Nothing in this Agreement shall be construed to constitute either party a partner, employee or agent of the other, nor shall either party have authority to bind the other in any respect, it being intended that each party shall remain an independent contractor solely responsible for its own actions. Neither DNT nor the DNC shall be liable under any contracts or obligations of the DSC, apart from this Agreement, or for any act or omissions of the DSC and its officers, employees and agents. The DSC agrees to indemnify and hold harmless DNT, the DNC and their officers, employees and agents from any and all claims, losses, damages and expenses in any manner resulting from or arising out of the performance or breach of the DSC's obligations under this Agreement.

(c) Termination. DNT may, by written notice to the DSC, terminate this Agreement if the DSC fails to comply with all of the terms and conditions of this Agreement.

(d) Notices. All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be deemed to have been duly given when sent by first-class, registered or certified mail, return receipt requested, with postage paid, when personally delivered by hand, or when transmitted by cable, telex or telegraph, addressed as follows:

If to DNT:

Democratic National Telethon V, Inc.
1623 Massachusetts Avenue, N.W.
Washington, D.C. 20036
Attention: Ursula Culver

If to DSC:

Democratic State Committee

Attention: _____

Either party's address may be changed by written notice to other party.

(e) General. This instrument contains the entire agreement of the parties and supersedes all other agreements or understandings between them with respect to the matters provided for herein. This instrument may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of a waiver, change, extension or discharge is sought. All covenants and indemnities made herein by either party shall survive the execution and delivery of the Agreement and any review or investigation made by or on behalf of the other party and shall bind and inure to the benefit of their respective successors and assigns, provided that the rights and obligations of a party to this Agreement shall not be assignable without the prior written consent of the other party hereto, except in the case of DNT and DNC, to another entity wholly owned or controlled by the DNC. Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement. The Agreement shall be governed by the laws of the District of Columbia (not including the choice of law rules thereof).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first hereinabove set forth.

DEMOCRATIC STATE COMMITTEE

State Alabama

By

Chairperson

DSC Pre-Telethon Funds Goal:

\$ 57500.00

DEMOCRATIC NATIONAL TELETHON
V. INC.

By

John J. Brown, Jr. Chairman

By

Charles T. Manatt, President

96040570119

2. DSC Obligations.

The DSC shall provide the following:

(a) Pre-Telethon Fundraising Goal. The DSC shall use its best efforts to raise pre-Telethon funds in the amount of the goal set forth at the end of this Agreement, through solicitation of direct contributions to DNT hereafter and/or transfer to DNC of proceeds from bank loans to the DSC. All such contributions and loans shall be in compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA").

(1) If such funds are raised in the form of contributions, all such contributions shall be made to "Democratic National Telethon V, Inc." and be sent directly or delivered within 10 days of receipt to DNT, c/o Ursula Culver, Controller, 1625 Massachusetts Avenue, Washington, D.C. 20036; for deposit in the Telethon bank account at the National Bank of Washington and shall not be deposited in any DSC account. The DNC will examine all such contributions for compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA") and shall include all such contributions in its reports filed thereunder. All pre-Telethon contributions must be received by DNT on or before May 23, 1983.

(2) If such funds are provided by transfer of other DSC funds, such funds shall have been raised in compliance with the FECA and deposited solely in a "federal account" maintained in compliance with the FECA. Such funds shall be transferred to DNT at the above address for deposit in the Telethon bank account and must be received by DNT on or before April 22, 1983.

(3) If such funds are raised in the form of bank loans, such loans shall be made to the DSC in the ordinary course (guaranteed, if needed, by individuals of suitable means in amounts not exceeding the applicable FECA limits of \$5,000, taking into account for such purpose all other contributions to the DSC during 1983). The proceeds of such loans shall be deposited in a DSC "federal account" maintained in compliance with the FECA, and then transferred to DNT at the above address for deposit in the Telethon bank account. Any such loan funds must be received by DNT on or before April 22, 1983. Provided the DSC meets its pre-Telethon fundraising goal on or before April 22, 1983, and otherwise complies with this Agreement; the DNT will, as an expense of the Telethon, reimburse the DSC for all normal interest and/or fees for the bank loan for the period up to the date of the initial distribution to the DSC of Telethon proceeds.

(4) In the event that DNT shall receive pre-Telethon funds from the DSC's State in excess of the amount of the DSC's goal, the DNT shall within ten (10) days transfer to the DSC such excess amount for use for DSC Telethon expenses or, if not so required, for other DSC uses, and the DSC may retain any other excess funds raised by it.

(5) In the event that local television stations affiliated with the network in the DSC's State choose not to broadcast the Telethon,

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DNT and the DSC shall endeavor to obtain comparable carriers and, failing that, shall in good faith determine a substitute pre-Telethon fundraising goal for the State which shall reasonably reflect the adverse impact on the DSC's fundraising capacity.

(b) Fundraising Programs. To the extent needed to assure meeting its pre-Telethon fundraising goal, the DSC shall, at its sole expense and in coordination with DNT, undertake an active pre-Telethon fundraising program in the State, which shall include one or more of the following elements:

- (1) distribution of prescribed pre-Telethon contribution envelopes throughout the State;
- (2) planning and conduct of an extensive telephone solicitation program for pre-Telethon contributions;
- (3) planning and conduct of a major fundraising event.

(c) State Personnel. Beginning no later than March 15 and ending no earlier than May 31, 1983, the DSC shall provide at least one full-time State Telethon Coordinator and one publicity person to work on the Telethon in conjunction with DNT national and regional personnel. The DSC personnel may be either paid staff or volunteers. All expenses incurred or associated with such DSC personnel, including but not limited to salaries, travel and telephone, shall be paid by the DSC.

(d) Local Publicity and Promotion. In order to maximize the amount of Telethon contributions from the State and the Telethon proceeds distributable to the DSC, the DSC shall plan and conduct a publicity and promotion program in the State concerning the Telethon, consistent with DNT guidelines and instructions. As part of such program, the DSC is strongly encouraged to use paid local advertising to supplement the national advertising and promotion conducted by DNT.

(e) Local Programming. If the DNT and the DSC agree to include local programming in the Telethon, the DSC shall produce such programming, subject to DNT approval, arrange for and purchase local television station time and coordinate with the DNT to assure proper cut-in arrangements.

All costs and expenses associated with the foregoing DSC support activities shall be charged to and paid by the DSC, except as provided above with respect to bank loan interest and fees or as otherwise agreed in writing by DNT prior to the time that such costs and expenses are incurred.

3. Telethon Proceeds.

(a) Allocation. The Telethon proceeds shall be applied as follows:

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(1) First, all loans and credits obtained by DNT and all expenses and other liabilities incurred by DNT in connection with the Telethon shall be paid (or provided for by a reserve pursuant to subparagraph 3(c));

(2) Second, to the extent that funds are available from the Telethon proceeds and on a pro rata basis, the DSC and all other participating State Committees shall be distributed amounts equal to the pre-Telethon funds received by the DNC from their respective States;

(3) Third, an amount equal to one-half (1/2) of the aggregate amount distributed to the participating State Committees under subparagraph 3(a)(2) shall be distributed to the DNC; and

(4) Fourth, one-half of the net Telethon proceeds from contributions in each participating State remaining after the contributions and distributions referred to in subparagraphs 3(a)(1), (2) and (3) (which payments and distributions shall be allocated among the States in the proportions which the Telethon proceeds from contributors in the State bear to the total Telethon proceeds) shall be distributed to each participating State Committee which has raised the full amount of its pre-Telethon fundraising goal, and a proportional amount shall be distributed to each participating State Committee which has not met its pre-Telethon fundraising goal, according to the percentage of its goal actually raised; the balance of the net Telethon proceeds shall be distributed to the DNC.

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(b) Definition of Telethon Proceeds. For the purpose of this Agreement, the "Telethon proceeds" shall include all funds received on or before August 31, 1983, from one-time contributors as a result of Telethon solicitations (but not pre-Telethon funds received on or before May 28, 1983) and all funds received on or before May 30, 1984, from sustaining contributor pledges (and other belated one-time contributors) as a result of Telethon solicitations or follow-up solicitations by DNT, provided, in the case of sustaining contributor pledges, that as to any participating State, the names of such contributors are retained and solicited by DNT or the DNC during the period rather than by the State Committee directly.

(c) Distribution of Proceeds. An initial distribution of the Telethon proceeds shall be made as soon as practicable, provided that the DNT may retain such an amount as it deems reasonably required as a reserve to provide for any unpaid or contingent expenses and liabilities, including winding up the Telethon finances and affairs and, as to State Committees which elect to participate in solicitations pursuant to Telethon contributor pledges, the expenses of such further solicitations.

(d) 1984 Campaign Set-Aside. It shall be the policy of the DNC and the DSC that half of the net Telethon proceeds received by each will, to the extent practicable, be used in support of the 1984 Democratic presidential, senatorial, congressional and other candidates.

(e) Accounting. Both DNT and the DSC shall maintain complete and accurate books and records of all Telethon funds handled by them, which books and records shall be available for examination by the other party to any extent reasonably requested. The DNT shall provide each participating State Committee a financial accounting for the Telethon, including a statement of the pre-Telethon funds and Telethon proceeds from the State.

4. Ownership and Use of Program and Contributor Data.

(a) Program. The Telethon program and all associated materials and rights shall be the sole property of the DNC. In the event that the Telethon program or portions thereof shall in the future be rebroadcast under the sponsorship of the DNC for fundraising purposes, the DNC shall enter into good faith discussions with the State Committees for any States in which such broadcast is expected to occur as to any mutually acceptable basis for the State Committees' participation in the financing for, and any proceeds from, such further broadcast of the Telethon program.

(b) Contributor Data. All records of Telethon contributors and associated data shall be the sole and confidential property of the DNC, except that the DNC will provide to the DSC and each participating State Committee lists of the names and associated data of all Telethon contributors from their respective States. The list of Telethon contributors (or pledgors) will be delivered to the DSC on or before July 31, 1983, or as soon thereafter as practicable, provided that, if the DSC elects in writing to share in contributions received on or before May 30, 1984, from follow-up solicitations of Telethon sustain contributor pledges, the DNC shall retain the list of such sustaining contributors for such solicitation and instead provide such list to the DSC promptly after May 30, 1984 (but DNT shall advise the DSC of the number of such sustaining contributors and total amount of pledges from the DSC's State). Except as provided in this Agreement, neither the DNC, the DSC nor other State Committee will have any right to any proceeds from future solicitations of Telethon Contributors by any other committee.

5. Campaign Finance Laws.

(a) Compliance. The DNT and the DSC shall comply with, and all loans (transfers), contributions and expenditures shall be made in accordance with, all limitations and other requirements of the FECA and any other applicable federal and state laws and regulations. If requested, DNT shall assist the DSC in qualifying and establishing a "federal account" under the FECA.

(b) Federal Funds. All loans and contributions used to pay expenses incurred by either DNT or the DSC in support of the Telethon (including all pre-Telethon funds and all DSC expenses for state Telethon personnel, local publicity and promotion, etc.) shall be in amounts and from sources consistent with the FECA and shall be made exclusively from funds deposited in "federal accounts" maintained by DNT and the DSC under the FECA.

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(c) Non-federal Funds. The DNT and the DNC will endeavor to raise other contributions from corporations, labor unions and from political committees and individuals in excess of FECA limits for use other than in connection with federal elections in jurisdictions which permit the use of such funds. In the event that the laws applicable to the DSC permit use of such funds in connection with state and local elections in such jurisdiction, such funds shall be shared between the DNC and the DSC on the same basis as Telethon proceeds raised pursuant to the FECA.

6. Miscellaneous.

(a) Disputes. The right of the DSC to receive Telethon proceeds shall be subject to the DSC's compliance with all of the terms and conditions of this Agreement and continuing cooperation with the DNT by the DSC Chairperson and other DSC personnel designated to work on the Telethon. Any dispute, claim or question of interpretation arising out of or relating to this Agreement shall be resolved in a final and binding manner by the President of DNT, in consultation with the Chairman of the DNT and the President of the Association of State Democratic Chairs, subject to their obligation to use good faith in reaching such resolution.

(b) Liability and Indemnity. Nothing in this Agreement shall be construed to constitute either party a partner, employee or agent of the other, nor shall either party have authority to bind the other in any respect, it being intended that each party shall remain an independent contractor, solely responsible for its own actions. Neither DNT nor the DNC shall be liable under any contracts or obligations of the DSC, apart from this Agreement, or for any act or omissions of the DSC and its officers, employees and agents. The DSC agrees to indemnify and hold harmless DNT, the DNC and their officers, employees and agents from any and all claims, losses, damages and expenses in any manner resulting from or arising out of the performance or breach of the DSC's obligations under this Agreement.

(c) Termination. DNT may, by written notice to the DSC, terminate this Agreement if the DSC fails to comply with all of the terms and conditions of this Agreement.

(d) Notices. All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be deemed to have been duly given when sent by first-class, registered or certified mail, return receipt requested, with postage paid, when personally delivered by hand, or when transmitted by cable, telex or telegraph, addressed as follows:

If to DNT:

Democratic National Telethon V, Inc.
1623 Massachusetts Avenue, N.W.
Washington, D.C. 20036
Attention: Ursula Culver

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40570125

If to DSC:

Democratic State ~~Committee~~ Central Committee
634 Asylum Ave.
Hartford, CT 06105
Attention: _____

Either party's address may be changed by written notice to other party.

(e) General. This instrument contains the entire agreement of the parties and supersedes all other agreements or understandings between them with respect to the matters provided for herein. This instrument may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of a waiver, change, extension or discharge is sought. All covenants and indemnities made herein by either party shall survive the execution and delivery of the Agreement and any review or investigation made by or on behalf of the other party and shall bind and inure to the benefit of their respective successors and assigns, provided that the rights and obligations of a party to this Agreement shall not be assignable without the prior written consent of the other party hereto, except in the case of DNT and DNC, to another entity wholly owned or controlled by the DNC. Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement. The Agreement shall be governed by the laws of the District of Columbia (not including the choice of law rules thereof).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first hereinabove set forth.

DEMOCRATIC STATE COMMITTEE
State Connecticut
By James M. Fitzgerald
Chairperson JAMES M. FITZGERALD

DSC Pre-Telethon Funds Goal:
s 11,000

DEMOCRATIC NATIONAL TELETHON
V. INC.
By John Y. Brown, Jr. Chairman
By Charles T. Manatt President

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DEMOCRATIC NATIONAL TELETHON V

State Committee Agreement

MAY 10

This Agreement is entered into as of ~~April~~, 1983, between DEMOCRATIC NATIONAL TELETHON V, INC., a District of Columbia non-profit corporation ("DNT"), and the undersigned DEMOCRATIC STATE COMMITTEE ("DSC") concerning the DSC's participation in a national telethon (the "Telethon") to be produced by DNT and the DEMOCRATIC NATIONAL COMMITTEE ("DNC") and carried on a national television network on May 28-29 or another date acceptable to the DNC.

1. DNT Obligations.

DNT shall provide the following:

- (a) acquisition of time on a national television network for broadcast of the Telethon;
- (b) production of the Telethon program;
- (c) handling of national Telethon publicity and promotion;
- (d) arrangement of financing through bank loans and credits guaranteed by individuals of suitable means, in addition to pre-Telethon fundraising by participating State Committees;
- (e) coordination of support activities of the DSC under this Agreement and of other participating State Committees;
- (f) operation of national and/or regional telephone centers for Telethon contributors;
- (g) handling of mail to and from contributors with respect to Telethon contributions and pledges;
- (h) preparation of contributor records, including separate records of contributors from each participating State;
- (i) provision to the DSC of instructional materials and assistance concerning local publicity and promotion, programming, telephone operations, fundraising, campaign finance laws and related matters; and
- (j) provision of personnel required for the foregoing.

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2. DSC Obligations.

The DSC shall provide the following:

(a) Pre-Telethon Fundraising Goal. The DSC shall use its best efforts to raise pre-Telethon funds in the amount of the goal set forth at the end of this Agreement, through solicitation of direct contributions to DNT hereafter and/or transfer to DNC of proceeds from bank loans to the DSC. All such contributions and loans shall be in compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA").

(1) If such funds are raised in the form of contributions, all such contributions shall be made to "Democratic National Telethon V, Inc." and be sent directly or delivered within 10 days of receipt to DNT, c/o Ursula Culver, Controller, 1625 Massachusetts Avenue, Washington, D.C. 20036, for deposit in the Telethon bank account at the National Bank of Washington and shall not be deposited in any DSC account. The DNC will examine all such contributions for compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA") and shall include all such contributions in its reports filed thereunder. All pre-Telethon contributions must be received by DNT on or before May 23, 1983.

(2) If such funds are provided by transfer of other DSC funds, such funds shall have been raised in compliance with the FECA and deposited solely in a "federal account" maintained in compliance with the FECA. Such funds shall be transferred to DNT at the above address for deposit in the Telethon bank account and must be received by DNT on or before ~~April 22~~, 1983.

~~April 22~~, MAY 16, (3) If such funds are raised in the form of bank loans, such loans shall be made to the DSC in the ordinary course (guaranteed, if needed, by individuals of suitable means in amounts not exceeding the applicable FECA limits of \$5,000, taking into account for such purpose all other contributions to the DSC during 1983). The proceeds of such loans shall be deposited in a DSC "federal account" maintained in compliance with the FECA, and then transferred to DNT at the above address for deposit in the Telethon bank account. Any such loan funds must be received by DNT on or before April 22, 1983. Provided the DSC meets its pre-Telethon fundraising goal on or before April 22, 1983, and otherwise complies with this Agreement, the DNT will, as an expense of the Telethon, reimburse the DSC for all normal interest and/or fees for the bank loan for the period up to the date of the initial distribution to the DSC of Telethon proceeds.

(4) In the event that DNT shall receive pre-Telethon funds from the DSC's State in excess of the amount of the DSC's goal, the DNT shall within ten (10) days transfer to the DSC such excess amount for use for DSC Telethon expenses or, if not so required, for other DSC uses, and the DSC may retain any other excess funds raised by it.

(5) In the event that local television stations affiliated with the network in the DSC's State choose not to broadcast the Telethon,

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DNT and the DSC shall endeavor to obtain comparable carriers and, failing that, shall in good faith determine a substitute pre-Telethon fundraising goal for the State which shall reasonably reflect the adverse impact on the DSC's fundraising capacity.

(b) Fundraising Programs. To the extent needed to assure meeting its pre-Telethon fundraising goal, the DSC shall, at its sole expense and in coordination with DNT, undertake an active pre-Telethon fundraising program in the State, which shall include one or more of the following elements:

(1) distribution of prescribed pre-Telethon contribution envelopes throughout the State;

(2) planning and conduct of an extensive telephone solicitation program for pre-Telethon contributions;

(3) planning and conduct of a major fundraising event.

(c) State Personnel. Beginning no later than March 15 and ending no earlier than May 31, 1983, the DSC shall provide at least one ~~full-time~~ State Telethon Coordinator and one publicity person to work on the Telethon in conjunction with DNT national and regional personnel. The DSC personnel may be either paid staff or volunteers. All expenses incurred or associated with such DSC personnel, including but not limited to salaries, travel and telephone, shall be paid by the DSC.

(d) Local Publicity and Promotion. In order to maximize the amount of Telethon contributions from the State and the Telethon proceeds distributable to the DSC, the DSC shall plan and conduct a publicity and promotion program in the State concerning the Telethon, ^{As} consistent with DNT ^{Possible} guidelines and instructions. As part of such program, the DSC is strongly encouraged to use paid local advertising to supplement the national advertising and promotion conducted by DNT.

(e) Local Programming. If the DNT and the DSC agree to include local programming in the Telethon, the DSC shall produce such programming, subject to DNT approval, arrange for and purchase local television station time and coordinate with the DNT to assure proper cut-in arrangements.

All costs and expenses associated with the foregoing DSC support activities shall be charged to and paid by the DSC, except as provided above with respect to bank loan interest and fees or as otherwise agreed in writing by DNT prior to the time that such costs and expenses are incurred.

3. Telethon Proceeds.

(a) Allocation. The Telethon proceeds shall be applied as follows:

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(1) First, all loans and credits obtained by DNT and all expenses and other liabilities incurred by DNT in connection with the Telethon shall be paid (or provided for by a reserve pursuant to subparagraph 3(c));

(2) Second, to the extent that funds are available from the Telethon proceeds and on a pro rata basis, the DSC and all other participating State Committees shall be distributed amounts equal to the pre-Telethon funds received by the DNC from their respective States;

(3) Third, an amount equal to one-half (1/2) of the aggregate amount distributed to the participating State Committees under subparagraph 3(a)(2) shall be distributed to the DNC; and

(4) Fourth, one-half of the net Telethon proceeds from contributions in each participating State remaining after the contributions and distributions referred to in subparagraphs 3(a)(1), (2) and (3) (which payments and distributions shall be allocated among the States in the proportions which the Telethon proceeds from contributors in the State bear to the total Telethon proceeds) shall be distributed to each participating State Committee which has raised the full amount of its pre-Telethon fundraising goal, and a proportional amount shall be distributed to each participating State Committee which has not met its pre-Telethon fundraising goal, according to the percentage of its goal actually raised; the balance of the net Telethon proceeds shall be distributed to the DNC.

(b) Definition of Telethon Proceeds. For the purpose of this Agreement, the "Telethon proceeds" shall include all funds received on or before August 31, 1983, from one-time contributors as a result of Telethon solicitations (but not pre-Telethon funds received on or before May 28, 1983) and all funds received on or before May 30, 1984, from sustaining contributor pledges (and other belated one-time contributors) as a result of Telethon solicitations or follow-up solicitations by DNT, provided, in the case of sustaining contributor pledges, that as to any participating State, the names of such contributors are retained and solicited by DNT or the DNC during the period rather than by the State Committee directly.

(c) Distribution of Proceeds. An initial distribution of the Telethon proceeds shall be made as soon as practicable, provided that the DNT may retain such an amount as it deems reasonably required as a reserve to provide for any unpaid or contingent expenses and liabilities, including winding up the Telethon finances and affairs and, as to State Committees which elect to participate in solicitations pursuant to Telethon contributor pledges, the expenses of such further solicitations.

(d) 1984 Campaign Set-Aside. It shall be the policy of the DNC and the DSC that half of the net Telethon proceeds received by each will, to the extent practicable, be used in support of the 1984 Democratic presidential, senatorial, congressional and other candidates.

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(1) First, all loans and credits obtained by DNT and all expenses and other liabilities incurred by DNT in connection with the Telethon shall be paid (or provided for by a reserve pursuant to subparagraph 3(c));

(2) Second, to the extent that funds are available from the Telethon proceeds and on a pro rata basis, the DSC and all other participating State Committees shall be distributed amounts equal to the pre-Telethon funds received by the DNC from their respective States;

(3) Third, an amount equal to one-half ($\frac{1}{2}$) of the aggregate amount distributed to the participating State Committees under subparagraph 3(a)(2) shall be distributed to the DNC; and

(4) Fourth, one-half of the net Telethon proceeds from contributions in each participating State remaining after the contributions and distributions referred to in subparagraphs 3(a)(1), (2) and (3) (which payments and distributions shall be allocated among the States in the proportions which the Telethon proceeds from contributors in the State bear to the total Telethon proceeds) shall be distributed to each participating State Committee which has raised the full amount of its pre-Telethon fundraising goal, and a proportional amount shall be distributed to each participating State Committee which has not met its pre-Telethon fundraising goal, according to the percentage of its goal actually raised; the balance of the net Telethon proceeds shall be distributed to the DNC.

(b) Definition of Telethon Proceeds. For the purpose of this Agreement, the "Telethon proceeds" shall include all funds received on or before August 31, 1983, from one-time contributors as a result of Telethon solicitations (but not pre-Telethon funds received on or before May 28, 1983) and all funds received on or before May 30, 1984, from sustaining contributor pledges (and other belated one-time contributors) as a result of Telethon solicitations or follow-up solicitations by DNT, provided, in the case of sustaining contributor pledges, that as to any participating State, the names of such contributors are retained and solicited by DNT or the DNC during the period rather than by the State Committee directly.

(c) Distribution of Proceeds. An initial distribution of the Telethon proceeds shall be made as soon as practicable, provided that the DNT may retain such an amount as it deems reasonably required as a reserve to provide for any unpaid or contingent expenses and liabilities, including winding up the Telethon finances and affairs and, as to State Committees which elect to participate in solicitations pursuant to Telethon contributor pledges, the expenses of such further solicitations.

(d) 1984 Campaign Set-Aside. It shall be the policy of the DNC and the DSC that half of the net Telethon proceeds received by each will, to the extent practicable, be used in support of the 1984 Democratic presidential, senatorial, congressional and other candidates.

(e) Accounting. Both DNT and the DSC shall maintain complete and accurate books and records of all Telethon funds handled by them, which books and records shall be available for examination by the other party to any extent reasonably requested. The DNT shall provide each participating State Committee a financial accounting for the Telethon, including a statement of the pre-Telethon funds and Telethon proceeds from the State.

4. Ownership and Use of Program and Contributor Data.

(a) Program. The Telethon program and all associated materials and rights shall be the sole property of the DNC. In the event that the Telethon program or portions thereof shall in the future be rebroadcast under the sponsorship of the DNC for fundraising purposes, the DNC shall enter into good faith discussions with the State Committees for any States in which such broadcast is expected to occur as to any mutually acceptable basis for the State Committees' participation in the financing for, and any proceeds from, such further broadcast of the Telethon program.

(b) Contributor Data. All records of Telethon contributors and associated data shall be the sole and confidential property of the DNC, except that the DNC will provide to the DSC and each participating State Committee lists of the names and associated data of all Telethon contributors from their respective States. The list of Telethon contributors (or pledgors) will be delivered to the DSC on or before July 31, 1983, or as soon thereafter as practicable, provided that, if the DSC elects in writing to share in contributions received on or before May 30, 1984, from follow-up solicitations of Telethon sustain contributor pledges, the DNC shall retain the list of such sustaining contributors for such solicitation and instead provide such list to the DSC promptly after May 30, 1984 (but DNT shall advise the DSC of the number of such sustaining contributors and total amount of pledges from the DSC's State). Except as provided in this Agreement, neither the DNC, the DSC nor other State Committee will have any right to any proceeds from future solicitations of Telethon Contributors by any other committee.

5. Campaign Finance Laws.

(a) Compliance. The DNT and the DSC shall comply with, and all loans (transfers), contributions and expenditures shall be made in accordance with, all limitations and other requirements of the FECA and any other applicable federal and state laws and regulations. If requested, DNT shall assist the DSC in qualifying and establishing a "federal account" under the FECA.

(b) Federal Funds. All loans and contributions used to pay expenses incurred by either DNT or the DSC in support of the Telethon (including all pre-Telethon funds and all DSC expenses for state Telethon personnel, local publicity and promotion, etc.) shall be in amounts and from sources consistent with the FECA and shall be made exclusively from funds deposited in "federal accounts" maintained by DNT and the DSC under the FECA.

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(c) Non-federal Funds. The DNT and the DNC will endeavor to raise other contributions from corporations, labor unions and from political committees and individuals in excess of FECA limits for use other than in connection with federal elections in jurisdictions which permit the use of such funds. In the event that the laws applicable to the DSC permit use of such funds in connection with state and local elections in such jurisdiction, such funds shall be shared between the DNC and the DSC on the same basis as Telethon proceeds raised pursuant to the FECA.

6. Miscellaneous. **SUBSTANTIAL**

(a) Disputes. The right of the DSC to receive Telethon proceeds shall be subject to the DSC's compliance with all of the terms and conditions of this Agreement and continuing cooperation with the DNT by the DSC Chairperson and other DSC personnel designated to work on the Telethon. Any dispute, claim or question of interpretation arising out of or relating to this Agreement shall be resolved in a final and binding manner by the President of DNT, in consultation with the Chairman of the DNT and the President of the Association of State Democratic Chairs, subject to their obligation to use good faith in reaching such resolution.

(b) Liability and Indemnity. Nothing in this Agreement shall be construed to constitute either party a partner, employee or agent of the other, nor shall either party have authority to bind the other in any respect, it being intended that each party shall remain an independent contractor solely responsible for its own actions. Neither DNT nor the DNC shall be liable under any contracts or obligations of the DSC, apart from this Agreement, or for any act or omissions of the DSC and its officers, employees and agents. The DSC agrees to indemnify and hold harmless DNT, the DNC and their officers, employees and agents from any and all claims, losses, damages and expenses in any manner resulting from or arising out of the performance or breach of the DSC's obligations under this Agreement. (See addendum)

(c) Termination. DNT may, by written notice to the DSC, terminate this Agreement if the DSC fails to comply with all of the terms and conditions of this Agreement (See addendum) **SUBSTANTIALLY**

(d) Notices. All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be deemed to have been duly given when sent by first-class, registered or certified mail, return receipt requested, with postage paid, when personally delivered by hand, or when transmitted by cable, telex or telegraph, addressed as follows:

If to DNT:

Democratic National Telethon V, Inc.
1623 Massachusetts Avenue, N.W.
Washington, D.C. 20036
Attention: Ursula Culver

If to DSC:
Florida
Democratic State Committee
Box 1758
Tallahassee, Florida 32302
Attention: Charles Whishead, Chairman

Either party's address may be changed by written notice to other party.

(e) General. This instrument contains the entire agreement of the parties and supersedes all other agreements or understandings between them with respect to the matters provided for herein. This instrument may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of a waiver, change, extension or discharge is sought. All covenants and indemnities made herein by either party shall survive the execution and delivery of the Agreement and any review or investigation made by or on behalf of the other party and shall bind and inure to the benefit of their respective successors and assigns, provided that the rights and obligations of a party to this Agreement shall not be assignable without the prior written consent of the other party hereto, except in the case of DNT and DNC, to another entity wholly owned or controlled by the DNC. Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement. The Agreement shall be governed by the laws of the District of Columbia (not including the choice of law rules thereof).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first hereinabove set forth.

DEMOCRATIC STATE COMMITTEE
State Florida
By [Signature]
Chairperson

DEMOCRATIC NATIONAL TELETHON
V, INC.
By [Signature]
John V. Brown, Jr. Chairman
By [Signature]
Charles T. Manatt, President

DSC Pre-Telethon Funds Goal:
\$42,000

86740570134

ADDENDUM

DEMOCRATIC NATIONAL TELETHON V

Florida State Committee Agreement

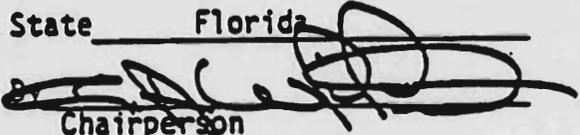
6. Miscellaneous.

(b) . . . The DSC shall not be liable under any contracts or obligations of the DNT or DNC, apart from this Agreement, or for any act or omissions of the DNT or DNC or its officers, employees or agents. The DNT and DNC agree to indemnify and hold harmless the DSC and its officers, employees and agents from any and all claims, losses, damages, and expenses in any manner resulting from or arising out of the performance or breach of the obligations of the DNT or DNC under this Agreement.

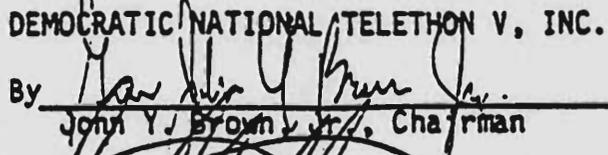
(c) The DSC may by written notice to the DNT and DNC terminate this Agreement if the DNT or DNC fails to substantially comply with all the terms and conditions of this Agreement.

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DEMOCRATIC STATE COMMITTEE

State Florida
By 
Chairperson

DEMOCRATIC NATIONAL TELETHON V, INC.

By 
John Y. Brown, Jr., Chairman
By 
Charles T. Manatt, President

DEMOCRATIC NATIONAL TELETHON V

State Committee Agreement

This Agreement is entered into as of April __, 1983, between DEMOCRATIC NATIONAL TELETHON V, INC., a District of Columbia non-profit corporation ("DNT"), and the undersigned DEMOCRATIC STATE COMMITTEE ("DSC") concerning the DSC's participation in a national telethon (the "Telethon") to be produced by DNT and the DEMOCRATIC NATIONAL COMMITTEE ("DNC") and carried on a national television network on May 28-29 or another date acceptable to the DNC.

1. DNT Obligations.

DNT shall provide the following:

(a) acquisition of time on a national television network for broadcast of the Telethon;

(b) production of the Telethon program;

(c) handling of national Telethon publicity and promotion;

(d) arrangement of financing through bank loans and credits guaranteed by individuals of suitable means, in addition to pre-Telethon fundraising by participating State Committees;

(e) coordination of support activities of the DSC under this Agreement and of other participating State Committees;

(f) operation of national and/or regional telephone centers for Telethon contributors;

(g) handling of mail to and from contributors with respect to Telethon contributions and pledges;

(h) preparation of contributor records, including separate records of contributors from each participating State;

(i) provision to the DSC of instructional materials and assistance concerning local publicity and promotion, programming, telephone operations, fundraising, campaign finance laws and related matters; and

(j) provision of personnel required for the foregoing.

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2. DSC Obligations.

The DSC shall provide the following:

(a) Pre-Telethon Fundraising Goal. The DSC shall use its best efforts to raise pre-Telethon funds in the amount of the goal set forth at the end of this Agreement, through solicitation of direct contributions to DNT hereafter and/or transfer to DNC of proceeds from bank loans to the DSC. All such contributions and loans shall be in compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA").

(1) If such funds are raised in the form of contributions, all such contributions shall be made to "Democratic National Telethon V, Inc." and be sent directly or delivered within 10 days of receipt to DNT, c/o Ursula Culver; Controller, 1625 Massachusetts Avenue, Washington, D.C. 20036, for deposit in the Telethon bank account at the National Bank of Washington and shall not be deposited in any DSC account. The DNC will examine all such contributions for compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA") and shall include all such contributions in its reports filed thereunder. All pre-Telethon contributions must be received by DNT on or before May 23, 1983.

(2) If such funds are provided by transfer of other DSC funds, such funds shall have been raised in compliance with the FECA and deposited solely in a "federal account" maintained in compliance with the FECA. Such funds shall be transferred to DNT at the above address for deposit in the Telethon bank account and must be received by DNT on or before April 22, 1983.

(3) If such funds are raised in the form of bank loans, such loans shall be made to the DSC in the ordinary course (guaranteed, if needed, by individuals of suitable means in amounts not exceeding the applicable FECA limits of \$5,000, taking into account for such purpose all other contributions to the DSC during 1983). The proceeds of such loans shall be deposited in a DSC "federal account" maintained in compliance with the FECA, and then transferred to DNT at the above address for deposit in the Telethon bank account. Any such loan funds must be received by DNT on or before April 22, 1983. Provided the DSC meets its pre-Telethon fundraising goal on or before April 22, 1983, and otherwise complies with this Agreement, the DNT will, as an expense of the Telethon, reimburse the DSC for all normal interest and/or fees for the bank loan for the period up to the date of the initial distribution to the DSC of Telethon proceeds.

(4) In the event that DNT shall receive pre-Telethon funds from the DSC's State in excess of the amount of the DSC's goal, the DNT shall within ten (10) days transfer to the DSC such excess amount for use for DSC Telethon expenses or, if not so required, for other DSC uses, and the DSC may retain any other excess funds raised by it.

(5) In the event that local television stations affiliated with the network in the DSC's State choose not to broadcast the Telethon,

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DNT and the DSC shall endeavor to obtain comparable carriers and, failing that, shall in good faith determine a substitute pre-Telethon fundraising goal for the State which shall reasonably reflect the adverse impact on the DSC's fundraising capacity.

(b) Fundraising Programs. To the extent needed to assure meeting its pre-Telethon fundraising goal, the DSC shall, at its sole expense and in coordination with DNT, undertake an active pre-Telethon fundraising program in the State, which shall include one or more of the following elements:

(1) distribution of prescribed pre-Telethon contribution envelopes throughout the State;

(2) planning and conduct of an extensive telephone solicitation program for pre-Telethon contributions;

(3) planning and conduct of a major fundraising event.

(c) State Personnel. Beginning no later than March 15 and ending no earlier than May 31, 1983, the DSC shall provide at least one full-time State Telethon Coordinator and one publicity person to work on the Telethon in conjunction with DNT national and regional personnel. The DSC personnel may be either paid staff or volunteers. All expenses incurred or associated with such DSC personnel, including but not limited to salaries, travel and telephone, shall be paid by the DSC.

(d) Local Publicity and Promotion. In order to maximize the amount of Telethon contributions from the State and the Telethon proceeds distributable to the DSC, the DSC shall plan and conduct a publicity and promotion program in the State concerning the Telethon, consistent with DNT guidelines and instructions. As part of such program, the DSC is strongly encouraged to use paid local advertising to supplement the national advertising and promotion conducted by DNT.

(e) Local Programming. If the DNT and the DSC agree to include local programming in the Telethon, the DSC shall produce such programming, subject to DNT approval, arrange for and purchase local television station time and coordinate with the DNT to assure proper cut-in arrangements.

All costs and expenses associated with the foregoing DSC support activities shall be charged to and paid by the DSC, except as provided above with respect to bank loan interest and fees or as otherwise agreed in writing by DNT prior to the time that such costs and expenses are incurred.

3. Telethon Proceeds.

(a) Allocation. The Telethon proceeds shall be applied as follows:

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(e) Accounting. Both DNT and the DSC shall maintain complete and accurate books and records of all Telethon funds handled by them, which books and records shall be available for examination by the other party to any extent reasonably requested. The DNT shall provide each participating State Committee a financial accounting for the Telethon, including a statement of the pre-Telethon funds and Telethon proceeds from the State.

4. Ownership and Use of Program and Contributor Data.

(a) Program. The Telethon program and all associated materials and rights shall be the sole property of the DNC. In the event that the Telethon program or portions thereof shall in the future be rebroadcast under the sponsorship of the DNC for fundraising purposes, the DNC shall enter into good faith discussions with the State Committees for any States in which such broadcast is expected to occur as to any mutually acceptable basis for the State Committees' participation in the financing for, and any proceeds from, such further broadcast of the Telethon program.

(b) Contributor Data. All records of Telethon contributors and associated data shall be the sole and confidential property of the DNC, except that the DNC will provide to the DSC and each participating State Committee lists of the names and associated data of all Telethon contributors from their respective States. The list of Telethon contributors (or pledgors) will be delivered to the DSC on or before July 31, 1983, or as soon thereafter as practicable, provided that, if the DSC elects in writing to share in contributions received on or before May 30, 1984, from follow-up solicitations of Telethon sustain contributor pledges; the DNC shall retain the list of such sustaining contributors for such solicitation and instead provide such list to the DSC promptly after May 30, 1984 (but DNT shall advise the DSC of the number of such sustaining contributors and total amount of pledges from the DSC's State). Except as provided in this Agreement, neither the DNC, the DSC nor other State Committee will have any right to any proceeds from future solicitations of Telethon Contributors by any other committee.

5. Campaign Finance Laws.

(a) Compliance. The DNT and the DSC shall comply with, and all loans (transfers), contributions and expenditures shall be made in accordance with, all limitations and other requirements of the FECA and any other applicable federal and state laws and regulations. If requested, DNT shall assist the DSC in qualifying and establishing a "federal account" under the FECA.

(b) Federal Funds. All loans and contributions used to pay expenses incurred by either DNT or the DSC in support of the Telethon (including all pre-Telethon funds and all DSC expenses for state Telethon personnel, local publicity and promotion, etc.) shall be in amounts and from sources consistent with the FECA and shall be made exclusively from funds deposited in "federal accounts" maintained by DNT and the DSC under the FECA.

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(c) Non-federal Funds. The DNT and the DNC will endeavor to raise other contributions from corporations, labor unions and from political committees and individuals in excess of FECA limits for use other than in connection with federal elections in jurisdictions which permit the use of such funds. In the event that the laws applicable to the DSC permit use of such funds in connection with state and local elections in such jurisdiction, such funds shall be shared between the DNC and the DSC on the same basis as Telethon proceeds raised pursuant to the FECA.

6. Miscellaneous.

(a) Disputes. The right of the DSC to receive Telethon proceeds shall be subject to the DSC's compliance with all of the terms and conditions of this Agreement and continuing cooperation with the DNT by the DSC Chairperson and other DSC personnel designated to work on the Telethon. Any dispute, claim or question of interpretation arising out of or relating to this Agreement shall be resolved in a final and binding manner by the President of DNT, in consultation with the Chairman of the DNT and the President of the Association of State Democratic Chairs, subject to their obligation to use good faith in reaching such resolution.

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(b) Liability and Indemnity. Nothing in this Agreement shall be construed to constitute either party a partner, employee or agent of the other, nor shall either party have authority to bind the other in any respect, it being intended that each party shall remain an independent contractor solely responsible for its own actions. Neither DNT nor the DNC shall be liable under any contracts or obligations of the DSC, apart from this Agreement, or for any act or omissions of the DSC and its officers, employees and agents. The DSC agrees to indemnify and hold harmless DNT, the DNC and their officers, employees and agents from any and all claims, losses, damages and expenses in any manner resulting from or arising out of the performance or breach of the DSC's obligations under this Agreement.

(c) Termination. DNT may, by written notice to the DSC, terminate this Agreement if the DSC fails to comply with all of the terms and conditions of this Agreement.

(d) Notices. All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be deemed to have been duly given when sent by first-class, registered or certified mail, return receipt requested, with postage paid, when personally delivered by hand, or when transmitted by cable, telex or telegraph, addressed as follows:

If to DNT:

Democratic National Telethon V, Inc.
1623 Massachusetts Avenue, N.W.
Washington, D.C. 20036
Attention: Ursula Culver

If to DSC:

Washington
Democratic State Committee
P.O. Box 4027
Seattle, WA 98104
Attention: Karen Marchione

Either party's address may be changed by written notice to other party.

(e) General. This instrument contains the entire agreement of the parties and supersedes all other agreements or understandings between them with respect to the matters provided for herein. This instrument may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of a waiver, change, extension or discharge is sought. All covenants and indemnities made herein by either party shall survive the execution and delivery of the Agreement and any review or investigation made by or on behalf of the other party and shall bind and inure to the benefit of their respective successors and assigns, provided that the rights and obligations of a party to this Agreement shall not be assignable without the prior written consent of the other party hereto, except in the case of DNT and DNC, to another entity wholly owned or controlled by the DNC. Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement. The Agreement shall be governed by the laws of the District of Columbia (not including the choice of law rules thereof).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first hereinabove set forth.

DEMOCRATIC STATE COMMITTEE

State Wa

By Karen Marchione
Chairperson

DSC Pre-Telethon Funds Goal:

\$ 22,500

DEMOCRATIC NATIONAL TELETHON
V, INC.

By John V. Brown, Jr.
Chairman

By Charles T. Manatt
President

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DEMOCRATIC NATIONAL TELETHON V

State Committee Agreement

This Agreement is entered into as of April __, 1983, between DEMOCRATIC NATIONAL TELETHON V, INC., a District of Columbia non-profit corporation ("DNT"), and the undersigned DEMOCRATIC STATE COMMITTEE ("DSC") concerning the DSC's participation in a national telethon (the "Telethon") to be produced by DNT and the DEMOCRATIC NATIONAL COMMITTEE ("DNC") and carried on a national television network on May 28-29 or another date acceptable to the DNC.

1. DNT Obligations.

DNT shall provide the following:

- (a) acquisition of time on a national television network for broadcast of the Telethon;
- (b) production of the Telethon program;
- (c) handling of national Telethon publicity and promotion;
- (d) arrangement of financing through bank loans and credits guaranteed by individuals of suitable means, in addition to pre-Telethon fundraising by participating State Committees;
- (e) coordination of support activities of the DSC under this Agreement and of other participating State Committees;
- (f) operation of national and/or regional telephone centers for Telethon contributors;
- (g) handling of mail to and from contributors with respect to Telethon contributions and pledges;
- (h) preparation of contributor records, including separate records of contributors from each participating State;
- (i) provision to the DSC of instructional materials and assistance concerning local publicity and promotion, programming, telephone operations, fundraising, campaign finance laws and related matters; and
- (j) provision of personnel required for the foregoing.

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2. DSC Obligations.

The DSC shall provide the following:

(a) Pre-Telethon Fundraising Goal. The DSC shall use its best efforts to raise pre-Telethon funds in the amount of the goal set forth at the end of this Agreement, through solicitation of direct contributions to DNT hereafter and/or transfer to DNC of proceeds from bank loans to the DSC. All such contributions and loans shall be in compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA").

(1) If such funds are raised in the form of contributions, all such contributions shall be made to "Democratic National Telethon V, Inc." and be sent directly or delivered within 10 days of receipt to DNT, c/o Ursula Culver, Controller, 1625 Massachusetts Avenue, Washington, D.C. 20036, for deposit in the Telethon bank account at the National Bank of Washington and shall not be deposited in any DSC account. The DNC will examine all such contributions for compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA") and shall include all such contributions in its reports filed thereunder. All pre-Telethon contributions must be received by DNT on or before May 23, 1983.

(2) If such funds are provided by transfer of other DSC funds, such funds shall have been raised in compliance with the FECA and deposited solely in a "federal account" maintained in compliance with the FECA. Such funds shall be transferred to DNT at the above address for deposit in the Telethon bank account and must be received by DNT on or before April 22, 1983.

(3) If such funds are raised in the form of bank loans, such loans shall be made to the DSC in the ordinary course (guaranteed, if needed, by individuals of suitable means in amounts not exceeding the applicable FECA limits of \$5,000, taking into account for such purpose all other contributions to the DSC during 1983). The proceeds of such loans shall be deposited in a DSC "federal account" maintained in compliance with the FECA, and then transferred to DNT at the above address for deposit in the Telethon bank account. Any such loan funds must be received by DNT on or before April 22, 1983. Provided the DSC meets its pre-Telethon fundraising goal on or before April 22, 1983, and otherwise complies with this Agreement, the DNT will, as an expense of the Telethon, reimburse the DSC for all normal interest and/or fees for the bank loan for the period up to the date of the initial distribution to the DSC of Telethon proceeds.

(4) In the event that DNT shall receive pre-Telethon funds from the DSC's State in excess of the amount of the DSC's goal, the DNT shall within ten (10) days transfer to the DSC such excess amount for use for DSC Telethon expenses or, if not so required, for other DSC uses, and the DSC may retain any other excess funds raised by it.

(5) In the event that local television stations affiliated with the network in the DSC's State choose not to broadcast the Telethon,

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DNT and the DSC shall endeavor to obtain comparable carriers and, failing that, shall in good faith determine a substitute pre-Telethon fundraising goal for the State which shall reasonably reflect the adverse impact on the DSC's fundraising capacity.

(b) Fundraising Programs. To the extent needed to assure meeting its pre-Telethon fundraising goal, the DSC shall, at its sole expense and in coordination with DNT, undertake an active pre-Telethon fundraising program in the State, which shall include one or more of the following elements:

- (1) distribution of prescribed pre-Telethon contribution envelopes throughout the State;
- (2) planning and conduct of an extensive telephone solicitation program for pre-Telethon contributions;
- (3) planning and conduct of a major fundraising event.

(c) State Personnel. Beginning no later than March 15 and ending no earlier than May 31, 1983, the DSC shall provide at least one full-time State Telethon Coordinator and one publicity person to work on the Telethon in conjunction with DNT national and regional personnel. The DSC personnel may be either paid staff or volunteers. All expenses incurred or associated with such DSC personnel, including but not limited to salaries, travel and telephone, shall be paid by the DSC.

(d) Local Publicity and Promotion. In order to maximize the amount of Telethon contributions from the State and the Telethon proceeds distributable to the DSC, the DSC shall plan and conduct a publicity and promotion program in the State concerning the Telethon, consistent with DNT guidelines and instructions. As part of such program, the DSC is strongly encouraged to use paid local advertising to supplement the national advertising and promotion conducted by DNT.

(e) Local Programming. If the DNT and the DSC agree to include local programming in the Telethon, the DSC shall produce such programming, subject to DNT approval, arrange for and purchase local television station time and coordinate with the DNT to assure proper cut-in arrangements.

All costs and expenses associated with the foregoing DSC support activities shall be charged to and paid by the DSC, except as provided above with respect to bank loan interest and fees or as otherwise agreed in writing by DNT prior to the time that such costs and expenses are incurred.

3. Telethon Proceeds.

(a) Allocation. The Telethon proceeds shall be applied as follows:

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(1) First, all loans and credits obtained by DNT and all expenses and other liabilities incurred by DNT in connection with the Telethon shall be paid (or provided for by a reserve pursuant to subparagraph 3(c));

(2) Second, to the extent that funds are available from the Telethon proceeds and on a pro rata basis, the DSC and all other participating State Committees shall be distributed amounts equal to the pre-Telethon funds received by the DNC from their respective States;

(3) Third, an amount equal to one-half (1/2) of the aggregate amount distributed to the participating State Committees under subparagraph 3(a)(2) shall be distributed to the DNC; and

(4) Fourth, one-half of the net Telethon proceeds from contributions in each participating State remaining after the contributions and distributions referred to in subparagraphs 3(a)(1), (2) and (3) (which payments and distributions shall be allocated among the States in the proportions which the Telethon proceeds from contributors in the State bear to the total Telethon proceeds) shall be distributed to each participating State Committee which has raised the full amount of its pre-Telethon fundraising goal, and a proportional amount shall be distributed to each participating State Committee which has not met its pre-Telethon fundraising goal, according to the percentage of its goal actually raised; the balance of the net Telethon proceeds shall be distributed to the DNC.

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(b) Definition of Telethon Proceeds. For the purpose of this Agreement, the "Telethon proceeds" shall include all funds received on or before August 31, 1983, from one-time contributors as a result of Telethon solicitations (but not pre-Telethon funds received on or before May 28, 1983) and all funds received on or before May 30, 1984, from sustaining contributor pledges (and other belated one-time contributors) as a result of Telethon solicitations or follow-up solicitations by DNT, provided, in the case of sustaining contributor pledges, that as to any participating State, the names of such contributors are retained and solicited by DNT or the DNC during the period rather than by the State Committee directly.

(c) Distribution of Proceeds. An initial distribution of the Telethon proceeds shall be made as soon as practicable, provided that the DNT may retain such an amount as it deems reasonably required as a reserve to provide for any unpaid or contingent expenses and liabilities, including winding up the Telethon finances and affairs and, as to State Committees which elect to participate in solicitations pursuant to Telethon contributor pledges, the expenses of such further solicitations.

(d) 1984 Campaign Set-Aside. It shall be the policy of the DNC and the DSC that half of the net Telethon proceeds received by each will, to the extent practicable, be used in support of the 1984 Democratic presidential, senatorial, congressional and other candidates.

(e) Accounting. Both DNT and the DSC shall maintain complete and accurate books and records of all Telethon funds handled by them, which books and records shall be available for examination by the other party to any extent reasonably requested. The DNT shall provide each participating State Committee a financial accounting for the Telethon, including a statement of the pre-Telethon funds and Telethon proceeds from the State.

4. Ownership and Use of Program and Contributor Data.

(a) Program. The Telethon program and all associated materials and rights shall be the sole property of the DNC. In the event that the Telethon program or portions thereof shall in the future be rebroadcast under the sponsorship of the DNC for fundraising purposes, the DNC shall enter into good faith discussions with the State Committees for any States in which such broadcast is expected to occur as to any mutually acceptable basis for the State Committees' participation in the financing for, and any proceeds from, such further broadcast of the Telethon program.

(b) Contributor Data. All records of Telethon contributors and associated data shall be the sole and confidential property of the DNC, except that the DNC will provide to the DSC and each participating State Committee lists of the names and associated data of all Telethon contributors from their respective States. The list of Telethon contributors (or pledgors) will be delivered to the DSC on or before July 31, 1983, or as soon thereafter as practicable, provided that, if the DSC elects in writing to share in contributions received on or before May 30, 1984, from follow-up solicitations of Telethon sustain contributor pledges, the DNC shall retain the list of such sustaining contributors for such solicitation and instead provide such list to the DSC promptly after May 30, 1984 (but DNT shall advise the DSC of the number of such sustaining contributors and total amount of pledges from the DSC's State). Except as provided in this Agreement, neither the DNC, the DSC nor other State Committee will have any right to any proceeds from future solicitations of Telethon Contributors by any other committee.

5. Campaign Finance Laws.

(a) Compliance. The DNT and the DSC shall comply with, and all loans (transfers), contributions and expenditures shall be made in accordance with, all limitations and other requirements of the FECA and any other applicable federal and state laws and regulations. If requested, DNT shall assist the DSC in qualifying and establishing a "federal account" under the FECA.

(b) Federal Funds. All loans and contributions used to pay expenses incurred by either DNT or the DSC in support of the Telethon (including all pre-Telethon funds and all DSC expenses for state Telethon personnel, local publicity and promotion, etc.) shall be in amounts and from sources consistent with the FECA and shall be made exclusively from funds deposited in "federal accounts" maintained by DNT and the DSC under the FECA.

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(c) Non-federal Funds. The DNT and the DNC will endeavor to raise other contributions from corporations, labor unions and from political committees and individuals in excess of FECA limits for use other than in connection with federal elections in jurisdictions which permit the use of such funds. In the event that the laws applicable to the DSC permit use of such funds in connection with state and local elections in such jurisdiction, such funds shall be shared between the DNC and the DSC on the same basis as Telethon proceeds raised pursuant to the FECA.

6. Miscellaneous.

(a) Disputes. The right of the DSC to receive Telethon proceeds shall be subject to the DSC's compliance with all of the terms and conditions of this Agreement and continuing cooperation with the DNT by the DSC Chairperson and other DSC personnel designated to work on the Telethon. Any dispute, claim or question of interpretation arising out of or relating to this Agreement shall be resolved in a final and binding manner by the President of DNT, in consultation with the Chairman of the DNT and the President of the Association of State Democratic Chairs, subject to their obligation to use good faith in reaching such resolution.

(b) Liability and Indemnity. Nothing in this Agreement shall be construed to constitute either party a partner, employee or agent of the other, nor shall either party have authority to bind the other in any respect, it being intended that each party shall remain an independent contractor solely responsible for its own actions. Neither DNT nor the DNC shall be liable under any contracts or obligations of the DSC, apart from this Agreement, or for any act or omissions of the DSC and its officers, employees and agents. The DSC agrees to indemnify and hold harmless DNT, the DNC and their officers, employees and agents from any and all claims, losses, damages and expenses in any manner resulting from or arising out of the performance or breach of the DSC's obligations under this Agreement.

(c) Termination. DNT may, by written notice to the DSC, terminate this Agreement if the DSC fails to comply with all of the terms and conditions of this Agreement.

(d) Notices. All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be deemed to have been duly given when sent by first-class, registered or certified mail, return receipt requested, with postage paid, when personally delivered by hand, or when transmitted by cable, telex or telegraph, addressed as follows:

If to DNT:

Democratic National Telethon V, Inc.
1623 Massachusetts Avenue, N.W.
Washington, D.C. 20036
Attention: Ursula Culver

If to DSC:

Democratic State Committee

Attention: _____

Either party's address may be changed by written notice to other party.

(e) General. This instrument contains the entire agreement of the parties and supersedes all other agreements or understandings between them with respect to the matters provided for herein. This instrument may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of a waiver, change, extension or discharge is sought. All covenants and indemnities made herein by either party shall survive the execution and delivery of the Agreement and any review or investigation made by or on behalf of the other party and shall bind and inure to the benefit of their respective successors and assigns, provided that the rights and obligations of a party to this Agreement shall not be assignable without the prior written consent of the other party hereto, except in the case of DNT and DNC, to another entity wholly owned or controlled by the DNC. Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement. The Agreement shall be governed by the laws of the District of Columbia (not including the choice of law rules thereof).

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first hereinabove set forth.

DEMOCRATIC STATE COMMITTEE

State of West Virginia

By [Signature]
Chairperson

DSC Pre-Telethon Funds Goal:

\$ 7,000.00

DEMOCRATIC NATIONAL TELETHON
V. INC.

By [Signature]
John V. Brown, Jr., Chairman

By [Signature]
Charles T. Manatt, President

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WHITE

RUGGIERO, VITRANO, ZIOGAS & ALLAIRE

ATTORNEYS AT LAW

271 FARMINGTON AVENUE

~~XXXXXXXXXXXXXXXXXXXX~~
BRISTOL, CONNECTICUT 06010

(203) 584-2384

PLYMOUTH OFFICE

MAIN STREET

POST OFFICE BOX 207

TERRYVILLE, CONNECTICUT 06786

JOSEPH A. RUGGIERO
SALVATORE V. VITRANO
JAMES ZIOGAS, JR.
STEPHEN O. ALLAIRE

March 26, 1985

Mr. John Warren McGarry
Chairman, Federal Election Commission
Washington, D.C. 20463

Dear Mr. McGarry:

Re: MUR 1900 Democratic State Central Committee
and Maureen G. Satti as Treasurer

Please be advised that I respond to your letter of March 11, 1985 to the above captioned individuals as counsel to both the Democratic State Central Committee for the State of Connecticut, and Maureen G. Satti as Treasurer pursuant to the Statement of Designation of Counsel attached hereto.

First, we appreciate the additional time granted by Eric Kleinfield pursuant to my conversation with him of last week. The additional time was necessary since Maureen G. Satti was not Treasurer at the time of the alleged incident.

My clients have informed me that they have checked the records of the Democratic State Central Committee as they existed on May 20, 1983 and in Response to the Interrogatories and Requests for Production forwarded to us they respond as follows:

- 1A - No
- 1B - Not applicable
- 2A - No, only Political Action Committee contributions
- 2B - Not applicable
- 3A - No
- 3B - Not applicable
- 4 - A copy of the agreement is ^{NOT} enclosed herewith - NOT ABLE TO LOCATE -

We would like to point out that the funds that were transferred to the Democratic National Committee were repaid on July of '83, November of '83, and March of '84. The total amount was \$11,000.00.

We would hope that the Commission would find no reason to believe that a violation has occurred and that the Commission will close the file in this matter.

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FILED

RUGGIERO, VITRANO, ZIOGAS & ALLAIRE

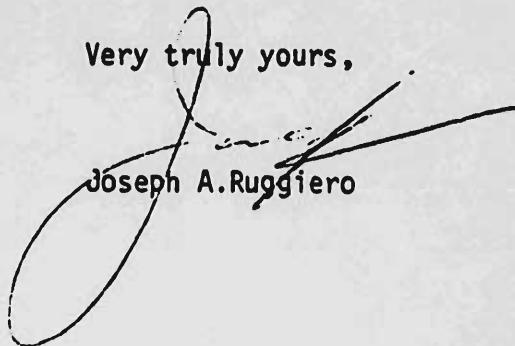
Mr. John Warren McGarry

-2-

March 26, 1985

In the event that you do not find that to be the case, we would appreciate an opportunity to have a conference with your Commission to discuss this matter in more detail. We thank you for your expected courtesies in this matter.

Very truly yours,


Joseph A. Ruggiero

JAR/jz

86040570151

MAR 1900

NAME OF COUNSEL: Joseph A. Ruggiero

ADDRESS: 271 Farmington Avenue

Bristol, Connecticut 06010

TELEPHONE: 584-2384

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

3/21/85
Date

Maureen G. Satti
Signature

RESPONDENT'S NAME: Maureen G. Satti

ADDRESS: 517 Alewife Parkway

New London, Connecticut 06320

HOME PHONE: 443-2251

BUSINESS PHONE:

06040570152

47

LAW OFFICES
MESSER, RHODES & VICKERS
 A PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS
 SUITE 701, LEWIS STATE BANK BUILDING
 POST OFFICE BOX 1876
 218 SOUTH MONROE STREET
TALLAHASSEE, FLORIDA 32302-1876

TELEPHONE (904) 222-0720
 TELEX 18 1160US
 TELECOPIER (904) 224-4389

ELLIOTT MESSER
 ROBERT M. RHODES, P.A.
 CASS D. VICKERS
 DOMINIC M. CAPARELLO, P.A.
 JOHN H. FRENCH, JR.
 JOHN C. LOVETT
 H. MICHAEL MADSEN, P.A.
 ROBERT S. GOLDMAN
 TERRY E. LEWIS
 JAMES C. HAUSER
 ROBERT SCOTT COX

ANNE LONGMAN
 TIMOTHY J. WARFEL
 PATRICK K. WIGGINS
 CARI L. ROTH
 BRUCE W. RENARD
 STEVE LEWIS

March 29, 1985

APR 3 10:01
 GENERAL COUNSEL

Eric Kleinfeld, Esq.
 Office of the General Counsel
 Federal Election Commission
 Washington, D.C. 20463

RE: MUR1900 Democratic Executive
 Committee of Florida, et al.

Dear Mr. Kleinfeld:

We represent the Democratic Executive Committee of Florida and its Treasurer, Ms. Yungkans.

My client had prepared a preliminary response to your interrogatories of March 11, 1985, which would have been put in the mail to you today. However, in reviewing this response, it became apparent to us that additional review was required as to the sources of certain funds in the Party's nonfederal account in order to insure that we provide a full and fair picture of the composition of funds in said account as of May 12, 1983. Conversely, it is my best judgment that providing you with the preliminary figures in order to comply with the time frame of your interrogatories would probably result in an incomplete and possibly inaccurate record which would need to be revised at some future date. As a result, my client is in the process of reviewing its records with the intention of providing you with a concise and accurate response which should be in your hands no later than Monday, April 8, 1985. I trust that you will understand the need for this short delay and that you will concur in my judgment that it's better to get it right the first time.

We are also interested in proceeding with conciliation discussions with you or other representatives of the Commission at your earliest convenience. My preliminary inquiry into the

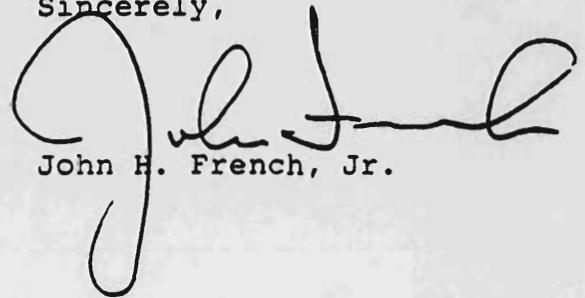
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Eric Kleinfeld, Esq.
Re: MUR1900
March 29, 1985
Page Two

matters set forth in Chairman McGarry's letter of March 11, indicates that the alleged violation probably resulted from a misunderstanding between my client and the Democratic National Committee and that there was absolutely no intent to violate any applicable provisions of law. As a result, we are in hopes of an amicable resolution and are willing to do anything within reason to reconcile the matter with the Commission.

I'd appreciate hearing from you as to how we should proceed from here. In addition, I hope that you will call me at once if the short extension of our responses to your interrogatories discussed above is unacceptable to you.

Sincerely,



John H. French, Jr.

JHF:igr

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85 MAR 20 8:52

LAW OFFICES
GOODWIN & GOODWIN

500 CHURCH STREET
RIPLEY, W. VA. 25271
304/372-2881

1717 CHARLESTON NATIONAL PLAZA
CHARLESTON, W. VA. 25301
304/348-0321

601 AVERY STREET
PARKERSBURG, W. VA. 26101
304/488-2348

REPLY TO: Charleston, WV

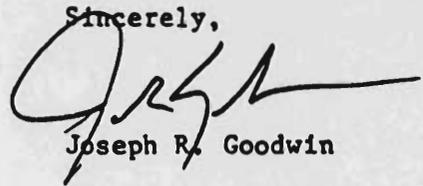
March 26, 1985

Mr. John Warren McGarry
Chairman
Federal Election Commission
Washington, D. C. 20463

Re: MITR 1900
West Virginia State Democratic
Executive Committee and Deborah
F. Phillips, as Treasurer

Dear Chairman McGarry:

Please find enclosed an Answer, Responses to Interrogatories pro-
pounded in the above matter and Affidavits concerning relevant factual
matters.

Sincerely,

Joseph R. Goodwin

JRG/m

Enclosures

cc: General Counsel
Federal Election Commission

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AM: 38

BEFORE THE FEDERAL ELECTION COMMITTEE

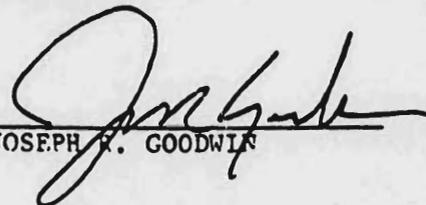
WEST VIRGINIA STATE DEMOCRATIC
EXECUTIVE COMMITTEE and
DEBORAH F. PHILLIPS, as Treasurer

MUR NO. 1900

A N S W E R

Comes now the West Virginia State Democratic Executive Committee, by Joseph R. Goodwin, its Chairman, and Deborah F. Phillips, its Treasurer, and tenders to the Commission the Affidavits of Joseph R. Goodwin and Deborah F. Phillips and Chairman Goodwin's Responses to Interrogatories propounded by the Commission.

Your respondents pray that these matters may be considered as their answer to the Commission's Complaint in this matter and that the Commission find that there has been no violation sufficient to warrant further action against the Committee, and that any violation which may have occurred was at most one of inadvertence or mistake.


JOSEPH R. GOODWIN

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BEFORE THE FEDERAL ELECTION COMMITTEE

WEST VIRGINIA STATE DEMOCRATIC
EXECUTIVE COMMITTEE and
DEBORAH F. PHILLIPS, as Treasurer

MUR NO. 1900

A F F I D A V I T

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

This day personally appeared before me, the undersigned authority,
Joseph R. Goodwin, who being first duly sworn, deposes and states as
follows:

1. That he is the duly elected and acting Chairman of the West Virginia State Democratic Executive Committee, having been elected to that post in July, 1982.
2. That he was at all times relevant to this inquiry acting as Chairman of said Committee.
3. That Deborah F. Phillips is the duly acting Treasurer of the West Virginia State Democratic Executive Committee, having also been elected in July, 1982.
4. That prior to his election, no federal account had been opened or maintained by the West Virginia State Democratic Executive Committee.
5. That he established a federal account and segregated all federal funds in said account, while establishing a totally separate state account.
6. That all election-related expenditures were segregated in those two accounts.

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7. That a separate operating account was maintained for the payment of rent, salaries and general overhead, which account was funded by pro rata contributions from the federal and state accounts, in accordance with this Commission's regulations.

8. That in 1983 a national telethon was held by the Democratic National Committee, with the participation of certain Democratic State Committees.

9. That West Virginia participated by advancing the sums requested to the Democratic National Committee.

10. That the state entered into a contract with the Democratic National Committee for that purpose.

11. That the pre-telethon funds were advanced to the Democratic National Committee from the operating account described above.

12. That the decision to advance the money from the operating accounts was made solely by your affiant and not participated in by Ms. Phillips, for the reason that your affiant viewed the monies solely as a temporary loan to be repaid, and felt that the easiest place to obtain the money was from the operating account, as the state account and the separate segregated federal account were maintained in interest-bearing accounts.

13. That your affiant is quite certain that there was sufficient federal monies advanced to the operating account to completely cover the advance to the Democratic National Committee.

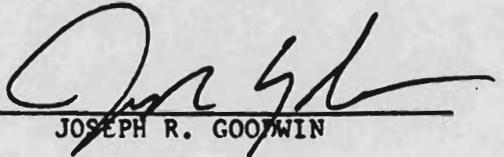
14. That such advance, if it violated any regulation or the intent of any regulation, was completely inadvertent and not done with any purpose of evasion or any other unlawful intent.

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15. That your affiant believes that the funds transferred were permissible under the Act, except insofar as they may have been co-mingled with certain state funds previously advanced to the operating account for the purposes set forth above.

16. Your affiant further avers that upon examination, the contract with the Democratic National Committee did require the use of federal monies and believes that the Democratic National Committee was unaware that operating account funds were used.

Further your affiant saith not.


JOSEPH R. GOOTWIN

Taken, subscribed and sworn to before me this 26th day of March, 1985.

My commission expires: March 29, 1993.


Notary Public

(NOTARY SEAL)

86040570159

BEFORE THE FEDERAL ELECTION COMMITTEE

WEST VIRGINIA STATE DEMOCRATIC
EXECUTIVE COMMITTEE and
DEBORAH F. PHILLIPS, as Treasurer

MUR NO. 1900

RESPONSE TO INTERROGATORIES

1. No money contained in any party account is attributable to corporate contributions.

2. No money in our federal account is or was attributable to labor union contributions. No labor union contributions were made to the operating account. Some small contributions were made by labor union PACs, to our state account which were received for Jefferson-Jackson day dinner tickets. Copies of all state contributions are on file with the West Virginia Secretary of State.

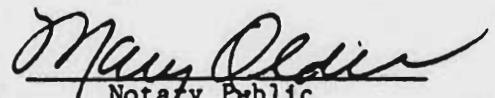
3. No other monies contained in the non-federal account came from other non-permissible sources, insofar as we are informed and believe.

In further response to these Interrogatories, reference should be made to the affidavit of Joseph R. Goodwin enclosed herein.


JOSEPH R. GOODWIN

Taken, subscribed and sworn to before me this 26th day of March, 1985.

My commission expires: March 29, 1993.


Notary Public

(NOTARY SEAL)

06040570160

BEFORE THE FEDERAL ELECTION COMMITTEE

WEST VIRGINIA STATE DEMOCRATIC
EXECUTIVE COMMITTEE and
DEBORAH F. PHILLIPS, as Treasurer

MUR NO. 1900

A F F I D A V I T

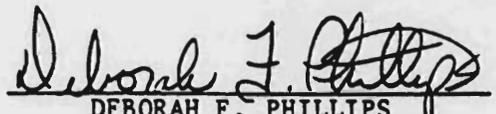
STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

This day personally appeared before me, the undersigned authority,
Deborah F. Phillips, who being first duly sworn, deposes and states as
follows:

1. That she is the duly elected and acting Treasurer of the West
Virginia State Democratic Executive Committee, having been elected to
that post in July, 1982.

2. That as Treasurer, she has made the reports as required and
signed drafts as required, but that with regard to the transfers re-
ferred to in the above matter, the same were accomplished by Chairman
Goodwin and at his direction, and that this affiant has no further
independent knowledge of the facts and circumstances, except as they are
reflected in the books and records.

Further your affiant saith not.


DEBORAH F. PHILLIPS

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Taken, subscribed and sworn to before me this 26th day of March, 1985.

My commission expires: March 29, 1993

Mary Olden
Notary Public

(NOTARY SEAL)

36040570162

DEMOCRATIC NATIONAL TELETHON V

State Committee Agreement

This Agreement is entered into as of April __, 1983, between DEMOCRATIC NATIONAL TELETHON V, INC., a District of Columbia non-profit corporation ("DNT"), and the undersigned DEMOCRATIC STATE COMMITTEE ("DSC") concerning the DSC's participation in a national telethon (the "Telethon") to be produced by DNT and the DEMOCRATIC NATIONAL COMMITTEE ("DNC") and carried on a national television network on May 28-29 or another date acceptable to the DNC.

1. DNT Obligations.

DNT shall provide the following:

- (a) acquisition of time on a national television network for broadcast of the Telethon;
- (b) production of the Telethon program;
- (c) handling of national Telethon publicity and promotion;
- (d) arrangement of financing through bank loans and credits guaranteed by individuals of suitable means, in addition to pre-Telethon fundraising by participating State Committees;
- (e) coordination of support activities of the DSC under this Agreement and of other participating State Committees;
- (f) operation of national and/or regional telephone centers for Telethon contributors;
- (g) handling of mail to and from contributors with respect to Telethon contributions and pledges;
- (h) preparation of contributor records, including separate records of contributors from each participating State;
- (i) provision to the DSC of instructional materials and assistance concerning local publicity and promotion, programming, telephone operations, fundraising, campaign finance laws and related matters; and
- (j) provision of personnel required for the foregoing.

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2. DSC Obligations.

The DSC shall provide the following:

(a) Pre-Telethon Fundraising Goal. The DSC shall use its best efforts to raise pre-Telethon funds in the amount of the goal set forth at the end of this Agreement, through solicitation of direct contributions to DNT hereafter and/or transfer to DNC of proceeds from bank loans to the DSC. All such contributions and loans shall be in compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA").

(1) If such funds are raised in the form of contributions, all such contributions shall be made to "Democratic National Telethon V, Inc." and be sent directly or delivered within 10 days of receipt to DNT, c/o Ursula Culver, Controller, 1625 Massachusetts Avenue, Washington, D.C. 20036, for deposit in the Telethon bank account at the National Bank of Washington and shall not be deposited in any DSC account. The DNC will examine all such contributions for compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA") and shall include all such contributions in its reports filed thereunder. All pre-Telethon contributions must be received by DNT on or before May 23, 1983.

(2) If such funds are provided by transfer of other DSC funds, such funds shall have been raised in compliance with the FECA and deposited solely in a "federal account" maintained in compliance with the FECA. Such funds shall be transferred to DNT at the above address for deposit in the Telethon bank account and must be received by DNT on or before April 22, 1983.

(3) If such funds are raised in the form of bank loans, such loans shall be made to the DSC in the ordinary course (guaranteed, if needed, by individuals of suitable means in amounts not exceeding the applicable FECA limits of \$5,000, taking into account for such purpose all other contributions to the DSC during 1983). The proceeds of such loans shall be deposited in a DSC "federal account" maintained in compliance with the FECA, and then transferred to DNT at the above address for deposit in the Telethon bank account. Any such loan funds must be received by DNT on or before April 22, 1983. Provided the DSC meets its pre-Telethon fundraising goal on or before April 22, 1983, and otherwise complies with this Agreement, the DNT will, as an expense of the Telethon, reimburse the DSC for all normal interest and/or fees for the bank loan for the period up to the date of the initial distribution to the DSC of Telethon proceeds.

(4) In the event that DNT shall receive pre-Telethon funds from the DSC's State in excess of the amount of the DSC's goal, the DNT shall within ten (10) days transfer to the DSC such excess amount for use for DSC Telethon expenses or, if not so required, for other DSC uses, and the DSC may retain any other excess funds raised by it.

(5) In the event that local television stations affiliated with the network in the DSC's State choose not to broadcast the Telethon,

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DNT and the DSC shall endeavor to obtain comparable carriers and, failing that, shall in good faith determine a substitute pre-Telethon fundraising goal for the State which shall reasonably reflect the adverse impact on the DSC's fundraising capacity.

(b) Fundraising Programs. To the extent needed to assure meeting its pre-Telethon fundraising goal, the DSC shall, at its sole expense and in coordination with DNT, undertake an active pre-Telethon fundraising program in the State, which shall include one or more of the following elements:

(1) distribution of prescribed pre-Telethon contribution envelopes throughout the State;

(2) planning and conduct of an extensive telephone solicitation program for pre-Telethon contributions;

(3) planning and conduct of a major fundraising event.

(c) State Personnel. Beginning no later than March 15 and ending no earlier than May 31, 1983, the DSC shall provide at least one full-time State Telethon Coordinator and one publicity person to work on the Telethon in conjunction with DNT national and regional personnel. The DSC personnel may be either paid staff or volunteers. All expenses incurred or associated with such DSC personnel, including but not limited to salaries, travel and telephone, shall be paid by the DSC.

(d) Local Publicity and Promotion. In order to maximize the amount of Telethon contributions from the State and the Telethon proceeds distributable to the DSC, the DSC shall plan and conduct a publicity and promotion program in the State concerning the Telethon, consistent with DNT guidelines and instructions. As part of such program, the DSC is strongly encouraged to use paid local advertising to supplement the national advertising and promotion conducted by DNT.

(e) Local Programming. If the DNT and the DSC agree to include local programming in the Telethon, the DSC shall produce such programming, subject to DNT approval, arrange for and purchase local television station time and coordinate with the DNT to assure proper cut-in arrangements.

All costs and expenses associated with the foregoing DSC support activities shall be charged to and paid by the DSC, except as provided above with respect to bank loan interest and fees or as otherwise agreed in writing by DNT prior to the time that such costs and expenses are incurred.

3. Telethon Proceeds.

(a) Allocation. The Telethon proceeds shall be applied as follows:

(6)

(1) First, all loans and credits obtained by DNT and all expenses and other liabilities incurred by DNT in connection with the Telethon shall be paid (or provided for by a reserve pursuant to subparagraph 3(c));

(2) Second, to the extent that funds are available from the Telethon proceeds and on a pro rata basis, the DSC and all other participating State Committees shall be distributed amounts equal to the pre-Telethon funds received by the DNC from their respective States;

(3) Third, an amount equal to one-half ($\frac{1}{2}$) of the aggregate amount distributed to the participating State Committees under subparagraph 3(a)(2) shall be distributed to the DNC; and

(4) Fourth, one-half of the net Telethon proceeds from contributions in each participating State remaining after the contributions and distributions referred to in subparagraphs 3(a)(1), (2) and (3) (which payments and distributions shall be allocated among the States in the proportions which the Telethon proceeds from contributors in the State bear to the total Telethon proceeds) shall be distributed to each participating State Committee which has raised the full amount of its pre-Telethon fundraising goal, and a proportional amount shall be distributed to each participating State Committee which has not met its pre-Telethon fundraising goal, according to the percentage of its goal actually raised; the balance of the net Telethon proceeds shall be distributed to the DNC.

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(b) Definition of Telethon Proceeds. For the purpose of this Agreement, the "Telethon proceeds" shall include all funds received on or before August 31, 1983, from one-time contributors as a result of Telethon solicitations (but not pre-Telethon funds received on or before May 28, 1983) and all funds received on or before May 30, 1984, from sustaining contributor pledges (and other belated one-time contributors) as a result of Telethon solicitations or follow-up solicitations by DNT, provided, in the case of sustaining contributor pledges, that as to any participating State, the names of such contributors are retained and solicited by DNT or the DNC during the period rather than by the State Committee directly.

(c) Distribution of Proceeds. An initial distribution of the Telethon proceeds shall be made as soon as practicable, provided that the DNT may retain such an amount as it deems reasonably required as a reserve to provide for any unpaid or contingent expenses and liabilities, including winding up the Telethon finances and affairs and, as to State Committees which elect to participate in solicitations pursuant to Telethon contributor pledges, the expenses of such further solicitations.

(d) 1984 Campaign Set-Aside. It shall be the policy of the DNC and the DSC that half of the net Telethon proceeds received by each will, to the extent practicable, be used in support of the 1984 Democratic presidential, senatorial, congressional and other candidates.

(e) Accounting. Both DNT and the DSC shall maintain complete and accurate books and records of all Telethon funds handled by them, which books and records shall be available for examination by the other party to any extent reasonably requested. The DNT shall provide each participating State Committee a financial accounting for the Telethon, including a statement of the pre-Telethon funds and Telethon proceeds from the State.

4. Ownership and Use of Program and Contributor Data.

(a) Program. The Telethon program and all associated materials and rights shall be the sole property of the DNC. In the event that the Telethon program or portions thereof shall in the future be rebroadcast under the sponsorship of the DNC for fundraising purposes, the DNC shall enter into good faith discussions with the State Committees for any States in which such broadcast is expected to occur as to any mutually acceptable basis for the State Committees' participation in the financing for, and any proceeds from, such further broadcast of the Telethon program.

(b) Contributor Data. All records of Telethon contributors and associated data shall be the sole and confidential property of the DNC, except that the DNC will provide to the DSC and each participating State Committee lists of the names and associated data of all Telethon contributors from their respective States. The list of Telethon contributors (or pledgors) will be delivered to the DSC on or before July 31, 1983, or as soon thereafter as practicable, provided that, if the DSC elects in writing to share in contributions received on or before May 30, 1984, from follow-up solicitations of Telethon sustain contributor pledges, the DNC shall retain the list of such sustaining contributors for such solicitation and instead provide such list to the DSC promptly after May 30, 1984 (but DNT shall advise the DSC of the number of such sustaining contributors and total amount of pledges from the DSC's State). Except as provided in this Agreement, neither the DNC, the DSC nor other State Committee will have any right to any proceeds from future solicitations of Telethon Contributors by any other committee.

5. Campaign Finance Laws.

(a) Compliance. The DNT and the DSC shall comply with, and all loans (transfers), contributions and expenditures shall be made in accordance with, all limitations and other requirements of the FECA and any other applicable federal and state laws and regulations. If requested, DNT shall assist the DSC in qualifying and establishing a "federal account" under the FECA.

(b) Federal Funds. All loans and contributions used to pay expenses incurred by either DNT or the DSC in support of the Telethon (including all pre-Telethon funds and all DSC expenses for state Telethon personnel, local publicity and promotion, etc.) shall be in amounts and from sources consistent with the FECA and shall be made exclusively from funds deposited in "federal accounts" maintained by DNT and the DSC under the FECA.

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(c) Non-federal Funds. The DNT and the DNC will endeavor to raise other contributions from corporations, labor unions and from political committees and individuals in excess of FECA limits for use other than in connection with federal elections in jurisdictions which permit the use of such funds. In the event that the laws applicable to the DSC permit use of such funds in connection with state and local elections in such jurisdiction, such funds shall be shared between the DNC and the DSC on the same basis as Telethon proceeds raised pursuant to the FECA.

6. Miscellaneous.

(a) Disputes. The right of the DSC to receive Telethon proceeds shall be subject to the DSC's compliance with all of the terms and conditions of this Agreement and continuing cooperation with the DNT by the DSC Chairperson and other DSC personnel designated to work on the Telethon. Any dispute, claim or question of interpretation arising out of or relating to this Agreement shall be resolved in a final and binding manner by the President of DNT, in consultation with the Chairman of the DNT and the President of the Association of State Democratic Chairs, subject to their obligation to use good faith in reaching such resolution.

(b) Liability and Indemnity. Nothing in this Agreement shall be construed to constitute either party a partner, employee or agent of the other, nor shall either party have authority to bind the other in any respect, it being intended that each party shall remain an independent contractor solely responsible for its own actions. Neither DNT nor the DNC shall be liable under any contracts or obligations of the DSC, apart from this Agreement, or for any act or omissions of the DSC and its officers, employees and agents. The DSC agrees to indemnify and hold harmless DNT, the DNC and their officers, employees and agents from any and all claims, losses, damages and expenses in any manner resulting from or arising out of the performance or breach of the DSC's obligations under this Agreement.

(c) Termination. DNT may, by written notice to the DSC, terminate this Agreement if the DSC fails to comply with all of the terms and conditions of this Agreement.

(d) Notices. All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be deemed to have been duly given when sent by first-class, registered or certified mail, return receipt requested, with postage paid, when personally delivered by hand, or when transmitted by cable, telex or telegraph, addressed as follows:

If to DNT:

Democratic National Telethon V, Inc.
1623 Massachusetts Avenue, N.W.
Washington, D.C. 20036
Attention: Ursula Culver

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If to DSC:

Democratic State Committee

Attention: _____

Either party's address may be changed by written notice to other party.

(e) General. This instrument contains the entire agreement of the parties and supersedes all other agreements or understandings between them with respect to the matters provided for herein. This instrument may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of a waiver, change, extension or discharge is sought. All covenants and indemnities made herein by either party shall survive the execution and delivery of the Agreement and any review or investigation made by or on behalf of the other party and shall bind and inure to the benefit of their respective successors and assigns, provided that the rights and obligations of a party to this Agreement shall not be assignable without the prior written consent of the other party hereto, except in the case of DNT and DNC, to another entity wholly owned or controlled by the DNC. Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement. The Agreement shall be governed by the laws of the District of Columbia (not including the choice of law rules thereof).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first hereinabove set forth.

DEMOCRATIC STATE COMMITTEE

DEMOCRATIC NATIONAL TELETHON
V, INC.

State of West Virginia

By Joe Bob Gardner
Chairperson

By _____
John Y. Brown, Jr., Chairman

DSC Pre-Telethon Funds Goal:

By _____
Charles T. Manatt, President

\$ 7,000.⁰⁰

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GCC# 7208

WASHINGTON STATE DEMOCRATIC CENTRAL COMMITTEE

KAREN MARCHIORO
STATE CHAIR

JEFF SMITH
EXECUTIVE DIRECTOR

Heerfeld

April 11, 1985

Edward Ryan
Reports Analysis Division
Federal Elections Commission
1325 K Street NW
Washington, D.C. 20463

RE: MUR 1900
Washington State Democratic
Central Committee and Clay
Bleck, as Treasurer

RECEIVED
GENERAL COUNSEL
APR 17 11:30 AM '85

Dear Mr. Ryan,

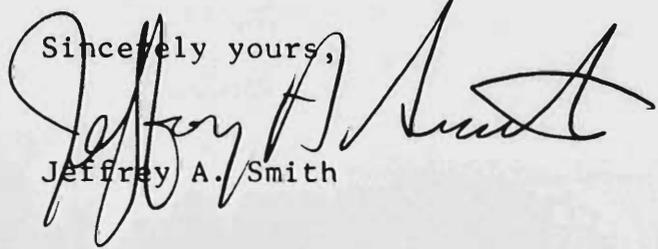
On March 11, 1985, the Commission sent to this office a summary of allegations and interrogatories to aid in its investigation of the Washington State Democratic Central Committee's participation in the Democratic National Telethon conducted under a joint fundraising agreement with the Democratic National Committee.

The interrogatories ask whether there were monies attributable to corporate contributions or labor union contributions. We have reviewed our Washington State Public Disclosure Commission reports to find any such contributions into our non-Federal accounts. We have contacted all of contributors whose contributions are in question to determine whether the amounts given to our committee came from allowable P.A.C.'s or from non-allowable sources.

Though the dates in the interrogatories are in April and May of 1983, the accounts in question were fully segregated one year earlier. As a result we have experienced some delay in receiving definitive answers from union sources who must review their books back to April, 1982.

We ask the Commission's forbearance until we have compiled our final accounting. We will respond no later than May 1, 1985, whether or not we have received the definitive answers we have requested.

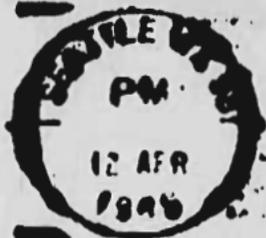
Sincerely yours,



Jeffrey A. Smith

36040570170

Igor Stravinsky



WASHINGTON STATE DEMOCRATIC CENTRAL COMMITTEE

583 0664 P.O. BOX 4027 SEATTLE WASH. 98104

Edward Ryan
Reports Analysis Division
Federal Elections Commission
1325 K Street NW
Washington, D.C. 20463

APR 16 4 9:22

FEDERAL ELECTIONS COMMISSION



6040570

Reeves and Still

attorneys at law

RECORDED AT THE FEC

GCC # 762-9

Cable: VOFEAL
Telex: 60001
MCI Mail: 241-6331
ABA/net: ABA 1752

Edward Still
Susan Williams Reeves

714 South 29th Street
Birmingham, AL 35233-2810
205/322-6631

28 May 1985

Eric Kleinfeld, Esq.
Federal Election Commission
Washington DC 20453

re: MUR 1900
Alabama Democratic Party and Dick Humphrey, Treasurer

Dear Mr. Kleinfeld:

As attorney for the Party (see the enclosed Designation) I am answering the Interrogatories contained in Mr. McGarry's letter of 29 April 1985.

1. (a) No.
2. (a) No.
3. (a) No.

4. We have not been able to locate a copy of the joint fundraising agreement.

If I can be of any further assistance, please let me know.

Sincerely,



Edward Still

ES/bh

Enclosure

86040570172

MAY 31 All: 40

RECEIVED
GENERAL COUNSEL

Statement of Designation of Counsel

MUR 1900

Name of counsel: Edward Still
Reeves & Still
714 South 29th Street
Birmingham AL 35233-2810

205/322-6631

The above-named individual is hereby designated as our
counsel and is authorized to receive any notifications and other
communications from the Commission and to act on our behalf
before the Commission.

Date: 5/10/85

State Democratic Executive Committee

by Albert W. LaRue
Executive Director

Dick Humphrey
Dick Humphrey

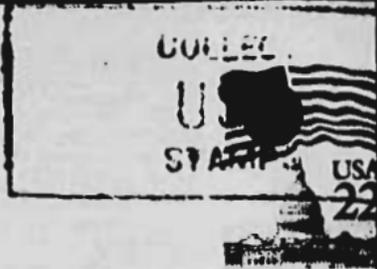
address of respondent:
714 South 29th Street
Birmingham, AL 35233-2810

RECEIVED
GENERAL COUNSEL
MAY 31 11:40

06040570173

eeves and Still

orneys at law
4 South 29th Street
irmingham, AL 35233-2810



040 570 117 4

GENE.

MAY 31 11:40

Eric Kleinfeld, Esq.
Federal Election Commission
Washington DC 20453

MAY 31 11:40



MUR # 7002
Kreinfield

LAW OFFICES
GOODWIN & GOODWIN

500 CHURCH STREET
RIPLEY, W. VA. 25271
304/372-2651

1717 CHARLESTON NATIONAL PLAZA
CHARLESTON, W. VA. 25301
304/346-0321

601 AVERY STREET
PARKERSBURG, W. VA. 26101
304/488-2345

REPLY TO: Charleston, WV

March 26, 1985

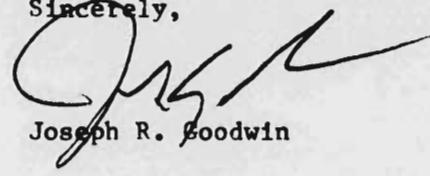
Mr. John Warren McGarry
Chairman
Federal Election Commission
Washington, D. C. 20463

Re: MUR 1900
West Virginia State Democratic
Executive Committee and Deborah
F. Phillips, as Treasurer

Dear Chairman McGarry:

Please find enclosed an Answer, Responses to Interrogatories propounded in the above matter and Affidavits concerning relevant factual matters.

Sincerely,



Joseph R. Goodwin

JRG/m

Enclosures

cc: General Counsel
Federal Election Commission

86-10570175

MAR 29 1985 12:19

BEFORE THE FEDERAL ELECTION COMMITTEE

WEST VIRGINIA STATE DEMOCRATIC
EXECUTIVE COMMITTEE and
DEBORAH F. PHILLIPS, as Treasurer

MUR NO. 1900

A N S W E R

Comes now the West Virginia State Democratic Executive Committee, by Joseph R. Goodwin, its Chairman, and Deborah F. Phillips, its Treasurer, and tenders to the Commission the Affidavits of Joseph R. Goodwin and Deborah F. Phillips and Chairman Goodwin's Responses to Interrogatories propounded by the Commission.

Your respondents pray that these matters may be considered as their answer to the Commission's Complaint in this matter and that the Commission find that there has been no violation sufficient to warrant further action against the Committee, and that any violation which may have occurred was at most one of inadvertence or mistake.



JOSEPH R. GOODWIN

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BEFORE THE FEDERAL ELECTION COMMITTEE

WEST VIRGINIA STATE DEMOCRATIC
EXECUTIVE COMMITTEE and
DEBORAH F. PHILLIPS, as Treasurer

MUR NO. 1900

RESPONSE TO INTERROGATORIES

1. No money contained in any party account is attributable to corporate contributions.

2. No money in our federal account is or was attributable to labor union contributions. No labor union contributions were made to the operating account. Some small contributions were made by labor union PACs, to our state account which were received for Jefferson-Jackson day dinner tickets. Copies of all state contributions are on file with the West Virginia Secretary of State.

3. No other monies contained in the non-federal account came from other non-permissible sources, insofar as we are informed and believe.

In further response to these Interrogatories, reference should be made to the affidavit of Joseph R. Goodwin enclosed herein.


JOSEPH R. GOODWIN

Taken, subscribed and sworn to before me this 26th day of March, 1985.

My commission expires: March 29, 1993.


Notary Public

(NOTARY SEAL)

86040570177

BEFORE THE FEDERAL ELECTION COMMITTEE

WEST VIRGINIA STATE DEMOCRATIC
EXECUTIVE COMMITTEE and
DEBORAH F. PHILLIPS, as Treasurer

MUR NO. 1900

A F F I D A V I T

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

This day personally appeared before me, the undersigned authority,
Joseph R. Goodwin, who being first duly sworn, deposes and states as
follows:

1. That he is the duly elected and acting Chairman of the West
Virginia State Democratic Executive Committee, having been elected to
that post in July, 1982.

2. That he was at all times relevant to this inquiry acting as
Chairman of said Committee.

3. That Deborah F. Phillips is the duly acting Treasurer of the
West Virginia State Democratic Executive Committee, having also been
elected in July, 1982.

4. That prior to his election, no federal account had been opened
or maintained by the West Virginia State Democratic Executive Committee.

5. That he established a federal account and segregated all
federal funds in said account, while establishing a totally separate
state account.

6. That all election-related expenditures were segregated in
those two accounts.

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7. That a separate operating account was maintained for the payment of rent, salaries and general overhead, which account was funded by pro rata contributions from the federal and state accounts, in accordance with this Commission's regulations.

8. That in 1983 a national telethon was held by the Democratic National Committee, with the participation of certain Democratic State Committees.

9. That West Virginia participated by advancing the sums requested to the Democratic National Committee.

10. That the state entered into a contract with the Democratic National Committee for that purpose.

11. That the pre-telethon funds were advanced to the Democratic National Committee from the operating account described above.

12. That the decision to advance the money from the operating accounts was made solely by your affiant and not participated in by Ms. Phillips, for the reason that your affiant viewed the monies solely as a temporary loan to be repaid, and felt that the easiest place to obtain the money was from the operating account, as the state account and the separate segregated federal account were maintained in interest-bearing accounts.

13. That your affiant is quite certain that there was sufficient federal monies advanced to the operating account to completely cover the advance to the Democratic National Committee.

14. That such advance, if it violated any regulation or the intent of any regulation, was completely inadvertent and not done with any purpose of evasion or any other unlawful intent.

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15. That your affiant believes that the funds transferred were permissible under the Act, except insofar as they may have been co-mingled with certain state funds previously advanced to the operating account for the purposes set forth above.

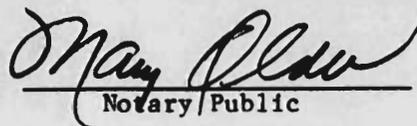
16. Your affiant further avers that upon examination, the contract with the Democratic National Committee did require the use of federal monies and believes that the Democratic National Committee was unaware that operating account funds were used.

Further your affiant saith not.


JOSEPH R. GOODWIN

Taken, subscribed and sworn to before me this 26th day of March, 1985.

My commission expires: March 29, 1993.


Notary Public

(NOTARY SEAL)

96040570190



DEMOCRATIC NATIONAL TELETHON V

State Committee Agreement

This Agreement is entered into as of April __, 1983, between DEMOCRATIC NATIONAL TELETHON V, INC., a District of Columbia non-profit corporation ("DNT"), and the undersigned DEMOCRATIC STATE COMMITTEE ("DSC") concerning the DSC's participation in a national telethon (the "Telethon") to be produced by DNT and the DEMOCRATIC NATIONAL COMMITTEE ("DNC") and carried on a national television network on May 28-29 or another date acceptable to the DNC.

1. DNT Obligations.

DNT shall provide the following:

(a) acquisition of time on a national television network for broadcast of the Telethon;

(b) production of the Telethon program;

(c) handling of national Telethon publicity and promotion;

(d) arrangement of financing through bank loans and credits guaranteed by individuals of suitable means, in addition to pre-Telethon fundraising by participating State Committees;

(e) coordination of support activities of the DSC under this Agreement and of other participating State Committees;

(f) operation of national and/or regional telephone centers for Telethon contributors;

(g) handling of mail to and from contributors with respect to Telethon contributions and pledges;

(h) preparation of contributor records, including separate records of contributors from each participating State;

(i) provision to the DSC of instructional materials and assistance concerning local publicity and promotion, programming, telephone operations, fundraising, campaign finance laws and related matters; and

(j) provision of personnel required for the foregoing.

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2. DSC Obligations.

The DSC shall provide the following:

(a) Pre-Telethon Fundraising Goal. The DSC shall use its best efforts to raise pre-Telethon funds in the amount of the goal set forth at the end of this Agreement, through solicitation of direct contributions to DNT hereafter and/or transfer to DNC of proceeds from bank loans to the DSC. All such contributions and loans shall be in compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA").

(1) If such funds are raised in the form of contributions, all such contributions shall be made to "Democratic National Telethon V, Inc." and be sent directly or delivered within 10 days of receipt to DNT, c/o Ursula Culver, Controller, 1625 Massachusetts Avenue, Washington, D.C. 20036, for deposit in the Telethon bank account at the National Bank of Washington and shall not be deposited in any DSC account. The DNC will examine all such contributions for compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA") and shall include all such contributions in its reports filed thereunder. All pre-Telethon contributions must be received by DNT on or before May 23, 1983.

(2) If such funds are provided by transfer of other DSC funds, such funds shall have been raised in compliance with the FECA and deposited solely in a "federal account" maintained in compliance with the FECA. Such funds shall be transferred to DNT at the above address for deposit in the Telethon bank account and must be received by DNT on or before April 22, 1983.

(3) If such funds are raised in the form of bank loans, such loans shall be made to the DSC in the ordinary course (guaranteed, if needed, by individuals of suitable means in amounts not exceeding the applicable FECA limits of \$5,000, taking into account for such purpose all other contributions to the DSC during 1983). The proceeds of such loans shall be deposited in a DSC "federal account" maintained in compliance with the FECA, and then transferred to DNT at the above address for deposit in the Telethon bank account. Any such loan funds must be received by DNT on or before April 22, 1983. Provided the DSC meets its pre-Telethon fundraising goal on or before April 22, 1983, and otherwise complies with this Agreement, the DNT will, as an expense of the Telethon, reimburse the DSC for all normal interest and/or fees for the bank loan for the period up to the date of the initial distribution to the DSC of Telethon proceeds.

(4) In the event that DNT shall receive pre-Telethon funds from the DSC's State in excess of the amount of the DSC's goal, the DNT shall within ten (10) days transfer to the DSC such excess amount for use for DSC Telethon expenses or, if not so required, for other DSC uses, and the DSC may retain any other excess funds raised by it.

(5) In the event that local television stations affiliated with the network in the DSC's State choose not to broadcast the Telethon,

DNT and the DSC shall endeavor to obtain comparable carriers and, failing that, shall in good faith determine a substitute pre-Telethon fundraising goal for the State which shall reasonably reflect the adverse impact on the DSC's fundraising capacity.

(b) Fundraising Programs. To the extent needed to assure meeting its pre-Telethon fundraising goal, the DSC shall, at its sole expense and in coordination with DNT, undertake an active pre-Telethon fundraising program in the State, which shall include one or more of the following elements:

(1) distribution of prescribed pre-Telethon contribution envelopes throughout the State;

(2) planning and conduct of an extensive telephone solicitation program for pre-Telethon contributions;

(3) planning and conduct of a major fundraising event.

(c) State Personnel. Beginning no later than March 15 and ending no earlier than May 31, 1983, the DSC shall provide at least one full-time State Telethon Coordinator and one publicity person to work on the Telethon in conjunction with DNT national and regional personnel. The DSC personnel may be either paid staff or volunteers. All expenses incurred or associated with such DSC personnel, including but not limited to salaries, travel and telephone, shall be paid by the DSC.

(d) Local Publicity and Promotion. In order to maximize the amount of Telethon contributions from the State and the Telethon proceeds distributable to the DSC, the DSC shall plan and conduct a publicity and promotion program in the State concerning the Telethon, consistent with DNT guidelines and instructions. As part of such program, the DSC is strongly encouraged to use paid local advertising to supplement the national advertising and promotion conducted by DNT.

(e) Local Programming. If the DNT and the DSC agree to include local programming in the Telethon, the DSC shall produce such programming, subject to DNT approval, arrange for and purchase local television station time and coordinate with the DNT to assure proper cut-in arrangements.

All costs and expenses associated with the foregoing DSC support activities shall be charged to and paid by the DSC, except as provided above with respect to bank loan interest and fees or as otherwise agreed in writing by DNT prior to the time that such costs and expenses are incurred.

3. Telethon Proceeds.

(a) Allocation. The Telethon proceeds shall be applied as follows:

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(1) First, all loans and credits obtained by DNT and all expenses and other liabilities incurred by DNT in connection with the Telethon shall be paid (or provided for by a reserve pursuant to subparagraph 3[c]);

(2) Second, to the extent that funds are available from the Telethon proceeds and on a pro rata basis, the DSC and all other participating State Committees shall be distributed amounts equal to the pre-Telethon funds received by the DNC from their respective States;

(3) Third, an amount equal to one-half ($\frac{1}{2}$) of the aggregate amount distributed to the participating State Committees under subparagraph 3(a)(2) shall be distributed to the DNC; and

(4) Fourth, one-half of the net Telethon proceeds from contributions in each participating State remaining after the contributions and distributions referred to in subparagraphs 3(a)(1), (2) and (3) (which payments and distributions shall be allocated among the States in the proportions which the Telethon proceeds from contributors in the State bear to the total Telethon proceeds) shall be distributed to each participating State Committee which has raised the full amount of its pre-Telethon fundraising goal, and a proportional amount shall be distributed to each participating State Committee which has not met its pre-Telethon fundraising goal, according to the percentage of its goal actually raised; the balance of the net Telethon proceeds shall be distributed to the DNC.

(b) Definition of Telethon Proceeds. For the purpose of this Agreement, the "Telethon proceeds" shall include all funds received on or before August 31, 1983, from one-time contributors as a result of Telethon solicitations (but not pre-Telethon funds received on or before May 28, 1983) and all funds received on or before May 30, 1984, from sustaining contributor pledges (and other belated one-time contributors) as a result of Telethon solicitations or follow-up solicitations by DNT, provided, in the case of sustaining contributor pledges, that as to any participating State, the names of such contributors are retained and solicited by DNT or the DNC during the period rather than by the State Committee directly.

(c) Distribution of Proceeds. An initial distribution of the Telethon proceeds shall be made as soon as practicable, provided that the DNT may retain such an amount as it deems reasonably required as a reserve to provide for any unpaid or contingent expenses and liabilities, including winding up the Telethon finances and affairs and, as to State Committees which elect to participate in solicitations pursuant to Telethon contributor pledges, the expenses of such further solicitations.

(d) 1984 Campaign Set-Aside. It shall be the policy of the DNC and the DSC that half of the net Telethon proceeds received by each will, to the extent practicable, be used in support of the 1984 Democratic presidential, senatorial, congressional and other candidates.

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(e) Accounting. Both DNT and the DSC shall maintain complete and accurate books and records of all Telethon funds handled by them, which books and records shall be available for examination by the other party to any extent reasonably requested. The DNT shall provide each participating State Committee a financial accounting for the Telethon, including a statement of the pre-Telethon funds and Telethon proceeds from the State.

4. Ownership and Use of Program and Contributor Data.

(a) Program. The Telethon program and all associated materials and rights shall be the sole property of the DNC. In the event that the Telethon program or portions thereof shall in the future be rebroadcast under the sponsorship of the DNC for fundraising purposes, the DNC shall enter into good faith discussions with the State Committees for any States in which such broadcast is expected to occur as to any mutually acceptable basis for the State Committees' participation in the financing for, and any proceeds from, such further broadcast of the Telethon program.

(b) Contributor Data. All records of Telethon contributors and associated data shall be the sole and confidential property of the DNC, except that the DNC will provide to the DSC and each participating State Committee lists of the names and associated data of all Telethon contributors from their respective States. The list of Telethon contributors (or pledgors) will be delivered to the DSC on or before July 31, 1983, or as soon thereafter as practicable, provided that, if the DSC elects in writing to share in contributions received on or before May 30, 1984, from follow-up solicitations of Telethon sustain contributor pledges, the DNC shall retain the list of such sustaining contributors for such solicitation and instead provide such list to the DSC promptly after May 30, 1984 (but DNT shall advise the DSC of the number of such sustaining contributors and total amount of pledges from the DSC's State). Except as provided in this Agreement, neither the DNC, the DSC nor other State Committee will have any right to any proceeds from future solicitations of Telethon Contributors by any other committee.

5. Campaign Finance Laws.

(a) Compliance. The DNT and the DSC shall comply with, and all loans (transfers), contributions and expenditures shall be made in accordance with, all limitations and other requirements of the FECA and any other applicable federal and state laws and regulations. If requested, DNT shall assist the DSC in qualifying and establishing a "federal account" under the FECA.

(b) Federal Funds. All loans and contributions used to pay expenses incurred by either DNT or the DSC in support of the Telethon (including all pre-Telethon funds and all DSC expenses for state Telethon personnel, local publicity and promotion, etc.) shall be in amounts and from sources consistent with the FECA and shall be made exclusively from funds deposited in "federal accounts" maintained by DNT and the DSC under the FECA.

(c) Non-federal Funds. The DNT and the DNC will endeavor to raise other contributions from corporations, labor unions and from political committees and individuals in excess of FECA limits for use other than in connection with federal elections in jurisdictions which permit the use of such funds. In the event that the laws applicable to the DSC permit use of such funds in connection with state and local elections in such jurisdiction, such funds shall be shared between the DNC and the DSC on the same basis as Telethon proceeds raised pursuant to the FECA.

6. Miscellaneous.

(a) Disputes. The right of the DSC to receive Telethon proceeds shall be subject to the DSC's compliance with all of the terms and conditions of this Agreement and continuing cooperation with the DNT by the DSC Chairperson and other DSC personnel designated to work on the Telethon. Any dispute, claim or question of interpretation arising out of or relating to this Agreement shall be resolved in a final and binding manner by the President of DNT, in consultation with the Chairman of the DNT and the President of the Association of State Democratic Chairs, subject to their obligation to use good faith in reaching such resolution.

(b) Liability and Indemnity. Nothing in this Agreement shall be construed to constitute either party a partner, employee or agent of the other, nor shall either party have authority to bind the other in any respect, it being intended that each party shall remain an independent contractor solely responsible for its own actions. Neither DNT nor the DNC shall be liable under any contracts or obligations of the DSC, apart from this Agreement, or for any act or omissions of the DSC and its officers, employees and agents. The DSC agrees to indemnify and hold harmless DNT, the DNC and their officers, employees and agents from any and all claims, losses, damages and expenses in any manner resulting from or arising out of the performance or breach of the DSC's obligations under this Agreement.

(c) Termination. DNT may, by written notice to the DSC, terminate this Agreement if the DSC fails to comply with all of the terms and conditions of this Agreement.

(d) Notices. All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be deemed to have been duly given when sent by first-class, registered or certified mail, return receipt requested, with postage paid, when personally delivered by hand, or when transmitted by cable, telex or telegraph, addressed as follows:

If to DNT:

Democratic National Telethon V, Inc.
1623 Massachusetts Avenue, N.W.
Washington, D.C. 20036
Attention: Ursula Culver

If to DSC:

Democratic State Committee

Attention: _____

Either party's address may be changed by written notice to other party.

(e) General. This instrument contains the entire agreement of the parties and supersedes all other agreements or understandings between them with respect to the matters provided for herein. This instrument may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of a waiver, change, extension or discharge is sought. All covenants and indemnities made herein by either party shall survive the execution and delivery of the Agreement and any review or investigation made by or on behalf of the other party and shall bind and inure to the benefit of their respective successors and assigns, provided that the rights and obligations of a party to this Agreement shall not be assignable without the prior written consent of the other party hereto, except in the case of DNT and DNC, to another entity wholly owned or controlled by the DNC. Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement. The Agreement shall be governed by the laws of the District of Columbia (not including the choice of law rules thereof).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first hereinabove set forth.

DEMOCRATIC STATE COMMITTEE

DEMOCRATIC NATIONAL TELETHON
V, INC.

State of West Virginia

By Joe Bob Gooden
Chairperson

By _____
John Y. Brown, Jr., Chairman

DSC Pre-Telethon Funds Goal:

By _____
Charles T. Manatt, President

\$ 7,000.⁰⁰

06740570137

BEFORE THE FEDERAL ELECTION COMMITTEE

WEST VIRGINIA STATE DEMOCRATIC
EXECUTIVE COMMITTEE and
DEBORAH F. PHILLIPS, as Treasurer

MUR NO. 1900

A F F I D A V I T

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

This day personally appeared before me, the undersigned authority,
Deborah F. Phillips, who being first duly sworn, deposes and states as
follows:

1. That she is the duly elected and acting Treasurer of the West
Virginia State Democratic Executive Committee, having been elected to
that post in July, 1982.

2. That as Treasurer, she has made the reports as required and
signed drafts as required, but that with regard to the transfers re-
ferred to in the above matter, the same were accomplished by Chairman
Goodwin and at his direction, and that this affiant has no further
independent knowledge of the facts and circumstances, except as they are
reflected in the books and records.

Further your affiant saith not.


DEBORAH F. PHILLIPS

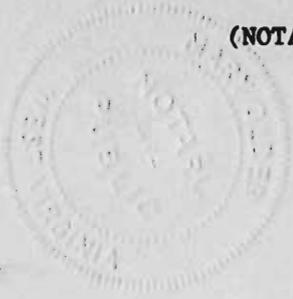
8604057019

Taken, subscribed and sworn to before me this 26th day of March,
1985.

My commission expires: March 29, 1993

Mary Olden
Notary Public

(NOTARY SEAL)



06040570139

DEMOCRATIC NATIONAL TELETHON V

State Committee Agreement

This Agreement is entered into as of April __, 1983, between DEMOCRATIC NATIONAL TELETHON V, INC., a District of Columbia non-profit corporation ("DNT"), and the undersigned DEMOCRATIC STATE COMMITTEE ("DSC") concerning the DSC's participation in a national telethon (the "Telethon") to be produced by DNT and the DEMOCRATIC NATIONAL COMMITTEE ("DNC") and carried on a national television network on May 28-29 or another date acceptable to the DNC.

1. DNT Obligations.

DNT shall provide the following:

- (a) acquisition of time on a national television network for broadcast of the Telethon;
- (b) production of the Telethon program;
- (c) handling of national Telethon publicity and promotion;
- (d) arrangement of financing through bank loans and credits guaranteed by individuals of suitable means, in addition to pre-Telethon fundraising by participating State Committees;
- (e) coordination of support activities of the DSC under this Agreement and of other participating State Committees;
- (f) operation of national and/or regional telephone centers for Telethon contributors;
- (g) handling of mail to and from contributors with respect to Telethon contributions and pledges;
- (h) preparation of contributor records, including separate records of contributors from each participating State;
- (i) provision to the DSC of instructional materials and assistance concerning local publicity and promotion, programming, telephone operations, fundraising, campaign finance laws and related matters; and
- (j) provision of personnel required for the foregoing.

86740570190

2. DSC Obligations.

The DSC shall provide the following:

(a) Pre-Telethon Fundraising Goal. The DSC shall use its best efforts to raise pre-Telethon funds in the amount of the goal set forth at the end of this Agreement, through solicitation of direct contributions to DNT hereafter and/or transfer to DNC of proceeds from bank loans to the DSC. All such contributions and loans shall be in compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA").

(1) If such funds are raised in the form of contributions, all such contributions shall be made to "Democratic National Telethon V, Inc." and be sent directly or delivered within 10 days of receipt to DNT, c/o Ursula Culver, Controller, 1625 Massachusetts Avenue, Washington, D.C. 20036, for deposit in the Telethon bank account at the National Bank of Washington and shall not be deposited in any DSC account. The DNC will examine all such contributions for compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA") and shall include all such contributions in its reports filed thereunder. All pre-Telethon contributions must be received by DNT on or before May 23, 1983.

(2) If such funds are provided by transfer of other DSC funds, such funds shall have been raised in compliance with the FECA and deposited solely in a "federal account" maintained in compliance with the FECA. Such funds shall be transferred to DNT at the above address for deposit in the Telethon bank account and must be received by DNT on or before April 22, 1983.

(3) If such funds are raised in the form of bank loans, such loans shall be made to the DSC in the ordinary course (guaranteed, if needed, by individuals of suitable means in amounts not exceeding the applicable FECA limits of \$5,000, taking into account for such purpose all other contributions to the DSC during 1983). The proceeds of such loans shall be deposited in a DSC "federal account" maintained in compliance with the FECA, and then transferred to DNT at the above address for deposit in the Telethon bank account. Any such loan funds must be received by DNT on or before April 22, 1983. Provided the DSC meets its pre-Telethon fundraising goal on or before April 22, 1983, and otherwise complies with this Agreement, the DNT will, as an expense of the Telethon, reimburse the DSC for all normal interest and/or fees for the bank loan for the period up to the date of the initial distribution to the DSC of Telethon proceeds.

(4) In the event that DNT shall receive pre-Telethon funds from the DSC's State in excess of the amount of the DSC's goal, the DNT shall within ten (10) days transfer to the DSC such excess amount for use for DSC Telethon expenses or, if not so required, for other DSC uses, and the DSC may retain any other excess funds raised by it.

(5) In the event that local television stations affiliated with the network in the DSC's State choose not to broadcast the Telethon,

DNT and the DSC shall endeavor to obtain comparable carriers and, failing that, shall in good faith determine a substitute pre-Telethon fundraising goal for the State which shall reasonably reflect the adverse impact on the DSC's fundraising capacity.

(b) Fundraising Programs. To the extent needed to assure meeting its pre-Telethon fundraising goal, the DSC shall, at its sole expense and in coordination with DNT, undertake an active pre-Telethon fundraising program in the State, which shall include one or more of the following elements:

(1) distribution of prescribed pre-Telethon contribution envelopes throughout the State;

(2) planning and conduct of an extensive telephone solicitation program for pre-Telethon contributions;

(3) planning and conduct of a major fundraising event.

(c) State Personnel. Beginning no later than March 15 and ending no earlier than May 31, 1983, the DSC shall provide at least one full-time State Telethon Coordinator and one publicity person to work on the Telethon in conjunction with DNT national and regional personnel. The DSC personnel may be either paid staff or volunteers. All expenses incurred or associated with such DSC personnel, including but not limited to salaries, travel and telephone, shall be paid by the DSC.

(d) Local Publicity and Promotion. In order to maximize the amount of Telethon contributions from the State and the Telethon proceeds distributable to the DSC, the DSC shall plan and conduct a publicity and promotion program in the State concerning the Telethon, consistent with DNT guidelines and instructions. As part of such program, the DSC is strongly encouraged to use paid local advertising to supplement the national advertising and promotion conducted by DNT.

(e) Local Programming. If the DNT and the DSC agree to include local programming in the Telethon, the DSC shall produce such programming, subject to DNT approval, arrange for and purchase local television station time and coordinate with the DNT to assure proper cut-in arrangements.

All costs and expenses associated with the foregoing DSC support activities shall be charged to and paid by the DSC, except as provided above with respect to bank loan interest and fees or as otherwise agreed in writing by DNT prior to the time that such costs and expenses are incurred.

3. Telethon Proceeds.

(a) Allocation. The Telethon proceeds shall be applied as follows:

(1) First, all loans and credits obtained by DNT and all expenses and other liabilities incurred by DNT in connection with the Telethon shall be paid (or provided for by a reserve pursuant to subparagraph 3[c]);

(2) Second, to the extent that funds are available from the Telethon proceeds and on a pro rata basis, the DSC and all other participating State Committees shall be distributed amounts equal to the pre-Telethon funds received by the DNC from their respective States;

(3) Third, an amount equal to one-half ($\frac{1}{2}$) of the aggregate amount distributed to the participating State Committees under subparagraph 3(a)(2) shall be distributed to the DNC; and

(4) Fourth, one-half of the net Telethon proceeds from contributions in each participating State remaining after the contributions and distributions referred to in subparagraphs 3(a)(1), (2) and (3) (which payments and distributions shall be allocated among the States in the proportions which the Telethon proceeds from contributors in the State bear to the total Telethon proceeds) shall be distributed to each participating State Committee which has raised the full amount of its pre-Telethon fundraising goal, and a proportional amount shall be distributed to each participating State Committee which has not met its pre-Telethon fundraising goal, according to the percentage of its goal actually raised; the balance of the net Telethon proceeds shall be distributed to the DNC.

(b) Definition of Telethon Proceeds. For the purpose of this Agreement, the "Telethon proceeds" shall include all funds received on or before August 31, 1983, from one-time contributors as a result of Telethon solicitations (but not pre-Telethon funds received on or before May 28, 1983) and all funds received on or before May 30, 1984, from sustaining contributor pledges (and other belated one-time contributors) as a result of Telethon solicitations or follow-up solicitations by DNT, provided, in the case of sustaining contributor pledges, that as to any participating State, the names of such contributors are retained and solicited by DNT or the DNC during the period rather than by the State Committee directly.

(c) Distribution of Proceeds. An initial distribution of the Telethon proceeds shall be made as soon as practicable, provided that the DNT may retain such an amount as it deems reasonably required as a reserve to provide for any unpaid or contingent expenses and liabilities, including winding up the Telethon finances and affairs and, as to State Committees which elect to participate in solicitations pursuant to Telethon contributor pledges, the expenses of such further solicitations.

(d) 1984 Campaign Set-Aside. It shall be the policy of the DNC and the DSC that half of the net Telethon proceeds received by each will, to the extent practicable, be used in support of the 1984 Democratic presidential, senatorial, congressional and other candidates.

(e) Accounting. Both DNT and the DSC shall maintain complete and accurate books and records of all Telethon funds handled by them, which books and records shall be available for examination by the other party to any extent reasonably requested. The DNT shall provide each participating State Committee a financial accounting for the Telethon, including a statement of the pre-Telethon funds and Telethon proceeds from the State.

4. Ownership and Use of Program and Contributor Data.

(a) Program. The Telethon program and all associated materials and rights shall be the sole property of the DNC. In the event that the Telethon program or portions thereof shall in the future be rebroadcast under the sponsorship of the DNC for fundraising purposes, the DNC shall enter into good faith discussions with the State Committees for any States in which such broadcast is expected to occur as to any mutually acceptable basis for the State Committees' participation in the financing for, and any proceeds from, such further broadcast of the Telethon program.

(b) Contributor Data. All records of Telethon contributors and associated data shall be the sole and confidential property of the DNC, except that the DNC will provide to the DSC and each participating State Committee lists of the names and associated data of all Telethon contributors from their respective States. The list of Telethon contributors (or pledgors) will be delivered to the DSC on or before July 31, 1983, or as soon thereafter as practicable, provided that, if the DSC elects in writing to share in contributions received on or before May 30, 1984, from follow-up solicitations of Telethon sustain contributor pledges, the DNC shall retain the list of such sustaining contributors for such solicitation and instead provide such list to the DSC promptly after May 30, 1984 (but DNT shall advise the DSC of the number of such sustaining contributors and total amount of pledges from the DSC's State). Except as provided in this Agreement, neither the DNC, the DSC nor other State Committee will have any right to any proceeds from future solicitations of Telethon Contributors by any other committee.

5. Campaign Finance Laws.

(a) Compliance. The DNT and the DSC shall comply with, and all loans (transfers), contributions and expenditures shall be made in accordance with, all limitations and other requirements of the FECA and any other applicable federal and state laws and regulations. If requested, DNT shall assist the DSC in qualifying and establishing a "federal account" under the FECA.

(b) Federal Funds. All loans and contributions used to pay expenses incurred by either DNT or the DSC in support of the Telethon (including all pre-Telethon funds and all DSC expenses for state Telethon personnel, local publicity and promotion, etc.) shall be in amounts and from sources consistent with the FECA and shall be made exclusively from funds deposited in "federal accounts" maintained by DNT and the DSC under the FECA.

(c) Non-federal Funds. The DNT and the DNC will endeavor to raise other contributions from corporations, labor unions and from political committees and individuals in excess of FECA limits for use other than in connection with federal elections in jurisdictions which permit the use of such funds. In the event that the laws applicable to the DSC permit use of such funds in connection with state and local elections in such jurisdiction, such funds shall be shared between the DNC and the DSC on the same basis as Telethon proceeds raised pursuant to the FECA.

6. Miscellaneous.

(a) Disputes. The right of the DSC to receive Telethon proceeds shall be subject to the DSC's compliance with all of the terms and conditions of this Agreement and continuing cooperation with the DNT by the DSC Chairperson and other DSC personnel designated to work on the Telethon. Any dispute, claim or question of interpretation arising out of or relating to this Agreement shall be resolved in a final and binding manner by the President of DNT, in consultation with the Chairman of the DNT and the President of the Association of State Democratic Chairs, subject to their obligation to use good faith in reaching such resolution.

(b) Liability and Indemnity. Nothing in this Agreement shall be construed to constitute either party a partner, employee or agent of the other, nor shall either party have authority to bind the other in any respect, it being intended that each party shall remain an independent contractor solely responsible for its own actions. Neither DNT nor the DNC shall be liable under any contracts or obligations of the DSC, apart from this Agreement, or for any act or omissions of the DSC and its officers, employees and agents. The DSC agrees to indemnify and hold harmless DNT, the DNC and their officers, employees and agents from any and all claims, losses, damages and expenses in any manner resulting from or arising out of the performance or breach of the DSC's obligations under this Agreement.

(c) Termination. DNT may, by written notice to the DSC, terminate this Agreement if the DSC fails to comply with all of the terms and conditions of this Agreement.

(d) Notices. All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be deemed to have been duly given when sent by first-class, registered or certified mail, return receipt requested, with postage paid, when personally delivered by hand, or when transmitted by cable, telex or telegraph, addressed as follows:

If to DNT:

Democratic National Telethon V, Inc.
1623 Massachusetts Avenue, N.W.
Washington, D.C. 20036
Attention: Ursula Culver

06740570193

If to DSC:

Democratic State Committee

Attention: _____

Either party's address may be changed by written notice to other party.

(e) General. This instrument contains the entire agreement of the parties and supersedes all other agreements or understandings between them with respect to the matters provided for herein. This instrument may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of a waiver, change, extension or discharge is sought. All covenants and indemnities made herein by either party shall survive the execution and delivery of the Agreement and any review or investigation made by or on behalf of the other party and shall bind and inure to the benefit of their respective successors and assigns, provided that the rights and obligations of a party to this Agreement shall not be assignable without the prior written consent of the other party hereto, except in the case of DNT and DNC, to another entity wholly owned or controlled by the DNC. Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement. The Agreement shall be governed by the laws of the District of Columbia (not including the choice of law rules thereof).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first hereinabove set forth.

DEMOCRATIC STATE COMMITTEE

DEMOCRATIC NATIONAL TELETHON
V, INC.

State of West Virginia

By Joe Bob Goodwin
Chairperson

By _____
John Y. Brown, Jr., Chairman

DSC Pre-Telethon Funds Goal:

By _____
Charles T. Manatt, President

\$ 7,000.⁰⁰

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ACC# 7001
Kleinfield

RUGGIERO, VITRANO, ZIOGAS & ALLAIRE

ATTORNEYS AT LAW

271 FARMINGTON AVENUE

~~XXXXXXXXXXXXXXXXXXXX~~
BRISTOL, CONNECTICUT 06010

(203) 584-2384

MAR 28 10:34

PLYMOUTH OFFICE
MAIN STREET

POST OFFICE BOX 207
TERRYVILLE, CONNECTICUT 06786

JOSEPH A. RUGGIERO
SALVATORE V. VITRANO
JAMES ZIOGAS, JR.
STEPHEN O. ALLAIRE

March 26, 1985

Mr. John Warren McGarry
Chairman, Federal Election Commission
Washington, D.C. 20463

Dear Mr. McGarry:

Re: MUR 1900 Democratic State Central Committee
and Maureen G. Satti as Treasurer

Please be advised that I respond to your letter of March 11, 1985 to the above captioned individuals as counsel to both the Democratic State Central Committee for the State of Connecticut, and Maureen G. Satti as Treasurer pursuant to the Statement of Designation of Counsel attached hereto.

First, we appreciate the additional time granted by Eric Kleinfield pursuant to my conversation with him of last week. The additional time was necessary since Maureen G. Satti was not Treasurer at the time of the alleged incident.

My clients have informed me that they have checked the records of the Democratic State Central Committee as they existed on May 20, 1983 and in Response to the Interrogatories and Requests for Production forwarded to us they respond as follows:

- 1A - No
- 1B - Not applicable
- 2A - No, only Political Action Committee contributions
- 2B - Not applicable
- 3A - No
- 3B - Not applicable
- 4 - A copy of the agreement is ^{not} enclosed herewith - *NOT ABLE TO LOCATE*

We would like to point out that the funds that were transferred to the Democratic National Committee were repaid on July of '83, November of '83, and March of '84. The total amount was \$11,000.00.

We would hope that the Commission would find no reason to believe that a violation has occurred and that the Commission will close the file in this matter.

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RUGGIERO, VITRANO, ZIOGAS & ALLAIRE

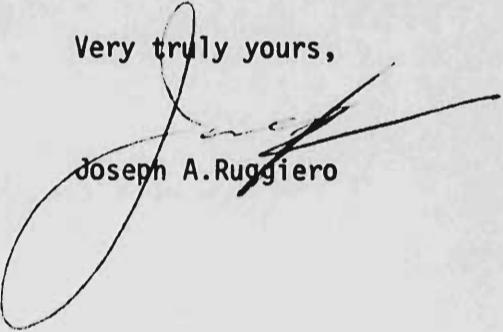
Mr. John Warren McGarry

-2-

March 26, 1985

In the event that you do not find that to be the case, we would appreciate an opportunity to have a conference with your Commission to discuss this matter in more detail. We thank you for your expected courtesies in this matter.

Very truly yours,


Joseph A. Ruggiero

JAR/jz

86940570120

STATEMENT OF DESIGNATION OF COUNSEL

MYR 1900

NAME OF COUNSEL: Joseph A. Ruggiero

ADDRESS: 271 Farmington Avenue

Bristol, Connecticut 06010

TELEPHONE: 584-2384

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

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3/21/85
Date

Maureen G. Satti
Signature

RESPONDENT'S NAME: Maureen G. Satti

ADDRESS: 517 Alewife Parkway

New London, Connecticut 06320

HOME PHONE: 443-2251

BUSINESS PHONE: _____

RUGGIERO, VITRANO, ZIOGAS & ALLAIRE

ATTORNEYS AT LAW
271 FARMINGTON AVENUE
XXXXXXXXXXXXXXXXXXXX
BRISTOL, CONNECTICUT 06010



049570200

Mr. John Warren McGarry
Chairman, Federal Election Commission
Washington, D.C. 20463

95 MAR 20 1985
A8:47

GCC# 7054 (A)

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215 SOUTH MONROE STREET
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ELLIOTT MESSER
ROBERT M. RHODES, P. A.
CASS D. VICKERS
DOMINIE M. CAPARELLO, P. A.
JOHN H. FRENCH, JR.
JOHN G. LOVETT
H. MICHAEL MADSEN, P. A.
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JAMES C. HAUSER
ROBERT SCOTT COX

ANNE LONGMAN
TIMOTHY J. WARFEL
PATRICK K. WIGGINS
CARI L. ROTH
BRUCE W. RENARD
STEVE LEWIS

March 29, 1985

APR 3 1985
A10:01
GENERAL COUNSEL

Eric Kleinfeld, Esq.
Office of the General Counsel
Federal Election Commission
Washington, D.C. 20463

RE: MUR1900 Democratic Executive
Committee of Florida, et al.

Dear Mr. Kleinfeld:

We represent the Democratic Executive Committee of Florida and its Treasurer, Ms. Yungkans.

My client had prepared a preliminary response to your interrogatories of March 11, 1985, which would have been put in the mail to you today. However, in reviewing this response, it became apparent to us that additional review was required as to the sources of certain funds in the Party's nonfederal account in order to insure that we provide a full and fair picture of the composition of funds in said account as of May 12, 1983. Conversely, it is my best judgment that providing you with the preliminary figures in order to comply with the time frame of your interrogatories would probably result in an incomplete and possibly inaccurate record which would need to be revised at some future date. As a result, my client is in the process of reviewing its records with the intention of providing you with a concise and accurate response which should be in your hands no later than Monday, April 8, 1985. I trust that you will understand the need for this short delay and that you will concur in my judgment that it's better to get it right the first time.

We are also interested in proceeding with conciliation discussions with you or other representatives of the Commission at your earliest convenience. My preliminary inquiry into the

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Eric Kleinfeld, Esq.
Re: MUR1900
March 29, 1985
Page Two

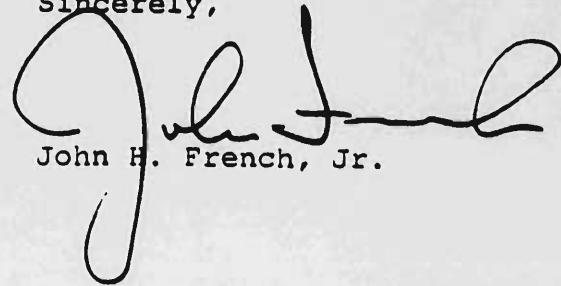
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matters set forth in Chairman McGarry's letter of March 11, indicates that the alleged violation probably resulted from a misunderstanding between my client and the Democratic National Committee and that there was absolutely no intent to violate any applicable provisions of law. As a result,

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I'd appreciate hearing from you as to how we should proceed from here. In addition, I hope that you will call me at once if the short extension of our responses to your interrogatories discussed above is unacceptable to you.

Sincerely,



John H. French, Jr.

JHF:igr

36040570202

STATEMENT OF DESIGNATION OF COUNSEL

MUR _____ 1900 _____

NAME OF COUNSEL: John French

ADDRESS: Post Office Box 1876

Tallahassee, Florida 32302

TELEPHONE: 904/222-0720

JUN 21 4 42 PM '85

RECEIVED
GENERAL COUNSEL

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

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4-16-85
Date


Signature

RESPONDENT'S NAME: _____

ADDRESS: _____

HOME PHONE: _____

BUSINESS PHONE: _____

GCC # 7144
Kleinfeld

**DEMOCRATIC
NATIONAL COMMITTEE**

430 SOUTH CAPITOL STREET, S.E. WASHINGTON, D.C. 20003 (202) 863-8000

April 10, 1985

BY HAND

Eric Kleinfeld, Esq.
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

RECEIVED
GENERAL COUNSEL
APR 11 10 2:59

Re: MUR 1900

Dear Mr. Kleinfeld:

Pursuant to your letter dated March 21, 1985, the Democratic National Committee and Paul G. Kirk, Jr., (collectively referred to hereinafter as the "DNC") hereby respond to the notice dated March 11, 1985 from the Federal Election Commission (the "Commission") to the effect that it had found reason to believe that the DNC may have violated 2 U.S.C. section 441b and 11 C.F.R. section 102.6 (1984) with respect to funds it received from five Democratic state party committees in 1983.

This MUR involves advances ("pre-telethon funds") made by five Democratic state party committees in April and May, of 1983 in connection with a national fundraising telethon which the DNC, in conjunction with more than 35 Democratic state party committees, held on May 28 - 29, 1983. The state party committees involved are those of Alabama, Connecticut, Florida, Washington and West Virginia.

As conceived by the DNC, the purpose of the telethon was to raise contributions subject to the limitations and prohibitions of the Federal Election Campaign Act of 1971, as amended (the "Act"). Consequently, it entered into joint fundraising agreements with all participating Democratic state party committees -- including the five committees whose advances are at issue here -- pursuant to the express terms of which each state party understood and agreed that it would advance such pre-telethon funds solely from a "federal account" maintained in compliance with the Act. (Copies of the joint fundraising agreement signed by each of the committees identified above have been attached). Accordingly, each state committee transferred its share of pre-telethon funds to a special telethon account established and maintained by the DNC separate and apart from its other federal accounts.

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Despite the express obligation on the part of each state committee to ensure that all pre-telethon funds derived from "federal accounts", it appears that the five Democratic state party committees whose advances are at issue may have made such advances from non-federal accounts. Whatever the consequences of the improper advances may be for those state party committees, however, it is clear that the DNC behaved in a perfectly lawful manner. Therefore, this matter should be closed without any further action against it.

In the first place, we agree with the General Counsel's Report insofar as it acknowledges that the regulations governing joint fundraising are silent as to whether funds advanced for joint fundraising costs must derive from permissible sources. General Counsel's Report, page 4. It is the position of the DNC, however, that such silence in the regulations does not lead to the conclusion that 11 C.F.R. section 102.6 governs the transactions in question. This is particularly true since 11 C.F.R. sections 102.6 and 102.17 (as relied upon by the General Counsel in its Report) had not been promulgated until August 22, 1983 -- more than three months after the advances in question.

Second, even if the Commission were to conclude that the principles of those regulations are applicable -- i.e., that all funds advanced for joint fundraising costs deposited into a separate depository account must derive from permissible sources, section 102.17(c)(3)(ii) of the Commission's regulations provides that the fundraising representative must deposit all such funds in accordance with 11 C.F.R. section 103.3. Section 103.3(b)(i) requires, in turn, that "best efforts" be exercised when determining the legality of any contribution. Significantly, though, the Commission has acknowledged that, even after a committee has exercised such "best efforts", situations may arise in which it accepts impermissible funds without any knowledge or reason to know of their unlawful nature at the time of receipt. More significantly, the Commission has not brought enforcement proceedings in such situations. See AO 1984-52, 1 Fed. Elec. Camp. Fin. Guide (CCH) Para. 5797 at 11,136 (November 30, 1984).

While the regulations do not generally define what constitutes "best efforts" ¹, it is clear that the DNC exercised "best efforts" in trying to assure that the advances

¹ But see Part 104 of the Commission's regulations, governing reporting of contributor identification information. Those regulations provide that a political committee will be deemed to have made "best efforts" to obtain such information if it makes at least one effort documented in writing to do so. This contributor information, which includes the full name and address of each contributor, is tantamount to determining whether a particular contribution derives from a permissible source. Consequently, it provides a useful benchmark in determining whether the DNC used its "best efforts" here.

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derived from permissible sources. For example:

1. The joint fundraising agreements entered into by each of the state committees clearly and repeatedly require that all pre-telethon funds must derive solely from a "federal account" maintained in compliance with the Act. See subparagraphs 2(a)(2); 5(a) and 5(b) of the joint fundraising agreement.
2. At the time the transfers were made, each state committee referred to above maintained a "federal account" with the Commission from which it could make the advance.
3. None of the transfers in question were illegal on their face. In fact, the check for pre-telethon funds advanced by the Democratic State Central Committee of Connecticut expressly stated "Federal Account" on the face of the check.

Taken collectively, these efforts by the DNC demonstrate that its procedure for satisfying the "best efforts" test was diligent, systematic and thorough. Accordingly, it had no reason to know of the unlawful nature of the contributions in question and should not be held accountable therefor.

Third, as the General Counsel's report impliedly concedes by the lack of any specific allegation to the contrary, the advances in question were not used in connection with a federal election. As noted above, the purpose of the telethon was to raise contributions subject to the limitations and prohibitions of the Act. However, as the reports filed with the Commission by the DNC regarding its telethon account show, there were no net proceeds from the telethon event. Instead, the entire proceeds were used to pay the costs of the event itself. Indeed, in order to fulfill its commitment to the state party committees that they would receive their advances back, the DNC had to repay a portion of those advances with its other federally-permissible funds. In short, no funds derived from the advances or from the telethon were made available for use in connection with a federal election.

Finally, assuming that the advances in question did derive from non-qualified sources, the activity is best viewed as a joint activity between federal and non-federal committees. However, the Commission has clearly allowed federal and non-federal funds to be combined for purposes of such joint activity, and has provided that the account containing such combined funds be reported to it. See, e.g., AO 1981-19, 1 Fed. Elec. Camp. Fin. Guide (CCH) Para. 5609 at 10,761 (June 4, 1981), where the Commission determined that the joint investment of federal and non-federal funds -- which a joint fundraiser arguably is -- would not result in a contribution to the federal account so long

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as the federal account did not receive anything of value from the non-federal account and where the Commission also required that the account established to receive and disburse the invested funds be reported in its entirety. See also AOR 1976-72, 1 Fed. Elec. Camp. Fin. Guide (CCH) Para. 6034 (June 6, 1976); AO 1978-67, 1 Fed. Elec. Camp. Fin. Guide (CCH) Para. 5356 (Sept. 1978); and AO 1980-38, 1 Fed. Elec. Camp. Fin. Guide (CCH) Para. 5489 (May 16, 1980), where the Commission has allowed the use of escrow arrangements in connection with joint political activity between federal and non-federal committees.

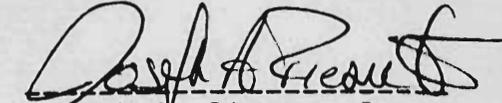
Here, of course, the telethon account was a form of such an escrow account. It was established separate and apart from DNC's other federal accounts so as to receive from the telethon participants their share of the pre-telethon costs. Moreover, all contributions received from the telethon itself were subject to the limitations and prohibitions of the Act. Consequently, it can clearly be demonstrated that all advances repaid to the state party committees (and the DNC) from the telethon account derived from federally-permissible sources (such "tracing" was contemplated by, and allowed in, AO 1980-38, supra). Therefore, while the character of the advances in question may raise issues concerning the character to those state committees involved in the repayments they received, there is no basis upon which to conclude that the DNC has violated the Act or the Commission's regulations thereunder as a result of those advances 2/

2/As noted above, the DNC believes that the advances were not used in connection with a federal election since the telethon was a fundraising activity and there were no net fundraising proceeds. Instead, all the money went to repay the costs of the telethon itself. Some might conceivably argue, however, that the telethon had a political content separate and apart from its fundraising attributes, the federal share of which would have to be paid for with federal funds. The General Counsel's Report did not raise this issue, and DNC is loath to respond to unasked questions; it notes, though, that, given the date (May, 1983) and substantial non-federal content (entertainment, appearances by celebrities, comments by state and local officeholders and candidates, etc.) of the telethon, little, if any, of its costs should be allocated to federal elections. Moreover, given that it was paid for entirely (except for the advances in question here) out of federal funds, it is also clear that more than a sufficient share of its cost was paid for out of federal funds.

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Therefore, MUR 1900 should be closed without further review or action against the DNC. This is particularly true because, long before this MUR arose, the DNC had repaid with federally-permissible funds the advances in question.

Respectfully submitted,


Joseph M. Rieser, Jr.
Associate General Counsel
John M. Carroll
Counsel

DEMOCRATIC NATIONAL COMMITTEE

86040570208

Sec # 7145
Kleinfeld

STATEMENT OF DESIGNATION OF COUNSEL

MUR 1900

NAME OF COUNSEL: Joseph A. Rieser, Jr.
John M. Carroll
ADDRESS: Democratic National Committee
430 South Capitol Street, S.E.
Washington, D.C. 20003
TELEPHONE: (202) 863-8095

RECEIVED
OFFICE OF THE
GENERAL COUNSEL
APR 11 11 2:59 AM

The above named individuals are hereby designated as counsel for the Democratic National Committee and Paul G. Kirk, Jr., (collectively the "DNC") and are authorized to receive any notifications and other communications from the Commission and to act on behalf of the DNC before the Commission.

BY Paul G. Kirk, Jr.
Date April 10, 1985

RESPONDENT'S NAME: Democratic National Committee
Paul G. Kirk, Jr.
430 South Capitol Street, S.E.
Washington, D.C. 20003
TELEPHONE: (202) 863-8000

60207501098

DEMOCRATIC NATIONAL TELETHON V

State Committee Agreement

This Agreement is entered into as of April 15 1983, between DEMOCRATIC NATIONAL TELETHON V, INC., a District of Columbia non-profit corporation ("DNT"), and the undersigned DEMOCRATIC STATE COMMITTEE ("DSC") concerning the DSC's participation in a national telethon (the "Telethon") to be produced by DNT and the DEMOCRATIC NATIONAL COMMITTEE ("DNC") and carried on a national television network on May 28-29 or another date acceptable to the DNC.

1. DNT Obligations.

DNT shall provide the following:

(a) acquisition of time on a national television network for broadcast of the Telethon;

(b) production of the Telethon program;

(c) handling of national Telethon publicity and promotion;

(d) arrangement of financing through bank loans and credits guaranteed by individuals of suitable means, in addition to pre-Telethon fundraising by participating State Committees;

(e) coordination of support activities of the DSC under this Agreement and of other participating State Committees;

(f) operation of national and/or regional telephone centers for Telethon contributors;

(g) handling of mail to and from contributors with respect to Telethon contributions and pledges;

(h) preparation of contributor records, including separate records of contributors from each participating State;

(i) provision to the DSC of instructional materials and assistance concerning local publicity and promotion, programming, telephone operations, fundraising, campaign finance laws and related matters; and

(j) provision of personnel required for the foregoing.

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2. DSC Obligations.

The DSC shall provide the following:

(a) Pre-Telethon Fundraising Goal. The DSC shall use its best efforts to raise pre-Telethon funds in the amount of the goal set forth at the end of this Agreement, through solicitation of direct contributions to DNT hereafter and/or transfer to DNC of proceeds from bank loans to the DSC. All such contributions and loans shall be in compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA").

(1) If such funds are raised in the form of contributions, all such contributions shall be made to "Democratic National Telethon V, Inc." and be sent directly or delivered within 10 days of receipt to DNT, c/o Ursula Culver, Controller, 1625 Massachusetts Avenue, Washington, D.C. 20036, for deposit in the Telethon bank account at the National Bank of Washington and shall not be deposited in any DSC account. The DNC will examine all such contributions for compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA") and shall include all such contributions in its reports filed thereunder. All pre-Telethon contributions must be received by DNT on or before May 23, 1983.

(2) If such funds are provided by transfer of other DSC funds, such funds shall have been raised in compliance with the FECA and deposited solely in a "federal account" maintained in compliance with the FECA. Such funds shall be transferred to DNT at the above address for deposit in the Telethon bank account and must be received by DNT on or before April 22, 1983.

(3) If such funds are raised in the form of bank loans, such loans shall be made to the DSC in the ordinary course (guaranteed, if needed, by individuals of suitable means in amounts not exceeding the applicable FECA limits of \$5,000, taking into account for such purpose all other contributions to the DSC during 1983). The proceeds of such loans shall be deposited in a DSC "federal account" maintained in compliance with the FECA, and then transferred to DNT at the above address for deposit in the Telethon bank account. Any such loan funds must be received by DNT on or before April 22, 1983. Provided the DSC meets its pre-Telethon fundraising goal on or before April 22, 1983, and otherwise complies with this Agreement, the DNT will, as an expense of the Telethon, reimburse the DSC for all normal interest and/or fees for the bank loan for the period up to the date of the initial distribution to the DSC of Telethon proceeds.

(4) In the event that DNT shall receive pre-Telethon funds from the DSC's State in excess of the amount of the DSC's goal, the DNT shall within ten (10) days transfer to the DSC such excess amount for use for DSC Telethon expenses or, if not so required, for other DSC uses, and the DSC may retain any other excess funds raised by it.

(5) In the event that local television stations affiliated with the network in the DSC's State choose not to broadcast the Telethon,

DNT and the DSC shall endeavor to obtain comparable carriers and, failing that, shall in good faith determine a substitute pre-Telethon fundraising goal for the State which shall reasonably reflect the adverse impact on the DSC's fundraising capacity.

(b) Fundraising Programs. To the extent needed to assure meeting its pre-Telethon fundraising goal, the DSC shall, at its sole expense and in coordination with DNT, undertake an active pre-Telethon fundraising program in the State, which shall include one or more of the following elements:

(1) distribution of prescribed pre-Telethon contribution envelopes throughout the State;

(2) planning and conduct of an extensive telephone solicitation program for pre-Telethon contributions;

(3) planning and conduct of a major fundraising event.

(c) State Personnel. Beginning no later than March 15 and ending no earlier than May 31, 1983, the DSC shall provide at least one full-time State Telethon Coordinator and one publicity person to work on the Telethon in conjunction with DNT national and regional personnel. The DSC personnel may be either paid staff or volunteers. All expenses incurred or associated with such DSC personnel, including but not limited to salaries, travel and telephone, shall be paid by the DSC.

(d) Local Publicity and Promotion. In order to maximize the amount of Telethon contributions from the State and the Telethon proceeds distributable to the DSC, the DSC shall plan and conduct a publicity and promotion program in the State concerning the Telethon, consistent with DNT guidelines and instructions. As part of such program, the DSC is strongly encouraged to use paid local advertising to supplement the national advertising and promotion conducted by DNT.

(e) Local Programming. If the DNT and the DSC agree to include local programming in the Telethon, the DSC shall produce such programming, subject to DNT approval, arrange for, and purchase local television station time and coordinate with the DNT to assure proper cut-in arrangements.

All costs and expenses associated with the foregoing DSC support activities shall be charged to and paid by the DSC, except as provided above with respect to bank loan interest and fees or as otherwise agreed in writing by DNT prior to the time that such costs and expenses are incurred.

3. Telethon Proceeds.

(a) Allocation. The Telethon proceeds shall be applied as follows:

(1) First, all loans and credits obtained by DNT and all expenses and other liabilities incurred by DNT in connection with the Telethon shall be paid (or provided for by a reserve pursuant to subparagraph 3(c));

(2) Second, to the extent that funds are available from the Telethon proceeds and on a pro rata basis, the DSC and all other participating State Committees shall be distributed amounts equal to the pre-Telethon funds received by the DNC from their respective States;

(3) Third, an amount equal to one-half ($\frac{1}{2}$) of the aggregate amount distributed to the participating State Committees under subparagraph 3(a)(2) shall be distributed to the DNC; and

(4) Fourth, one-half of the net Telethon proceeds from contributions in each participating State remaining after the contributions and distributions referred to in subparagraphs 3(a)(1), (2) and (3) (which payments and distributions shall be allocated among the States in the proportions which the Telethon proceeds from contributors in the State bear to the total Telethon proceeds) shall be distributed to each participating State Committee which has raised the full amount of its pre-Telethon fundraising goal, and a proportional amount shall be distributed to each participating State Committee which has not met its pre-Telethon fundraising goal, according to the percentage of its goal actually raised; the balance of the net Telethon proceeds shall be distributed to the DNC.

(b) Definition of Telethon Proceeds. For the purpose of this Agreement, the "Telethon proceeds" shall include all funds received on or before August 31, 1983, from one-time contributors as a result of Telethon solicitations (but not pre-Telethon funds received on or before May 28, 1983) and all funds received on or before May 30, 1984, from sustaining contributor pledges (and other belated one-time contributors) as a result of Telethon solicitations or follow-up solicitations by DNT, provided, in the case of sustaining contributor pledges, that as to any participating State, the names of such contributors are retained and solicited by DNT or the DNC during the period rather than by the State Committee directly.

(c) Distribution of Proceeds. An initial distribution of the Telethon proceeds shall be made as soon as practicable, provided that the DNT may retain such an amount as it deems reasonably required as a reserve to provide for any unpaid or contingent expenses and liabilities, including winding up the Telethon finances and affairs and, as to State Committees which elect to participate in solicitations pursuant to Telethon contributor pledges, the expenses of such further solicitations.

(d) 1984 Campaign Set-Aside. It shall be the policy of the DNC and the DSC that half of the net Telethon proceeds received by each will, to the extent practicable, be used in support of the 1984 Democratic presidential, senatorial, congressional and other candidates.

(e) Accounting. Both DNT and the DSC shall maintain complete and accurate books and records of all Telethon funds handled by them, which books and records shall be available for examination by the other party to any extent reasonably requested. The DNT shall provide each participating State Committee a financial accounting for the Telethon, including a statement of the pre-Telethon funds and Telethon proceeds from the State.

4. Ownership and Use of Program and Contributor Data.

(a) Program. The Telethon program and all associated materials and rights shall be the sole property of the DNC. In the event that the Telethon program or portions thereof shall in the future be rebroadcast under the sponsorship of the DNC for fundraising purposes, the DNC shall enter into good faith discussions with the State Committees for any States in which such broadcast is expected to occur as to any mutually acceptable basis for the State Committees' participation in the financing for, and any proceeds from, such further broadcast of the Telethon program.

(b) Contributor Data. All records of Telethon contributors and associated data shall be the sole and confidential property of the DNC, except that the DNC will provide to the DSC and each participating State Committee lists of the names and associated data of all Telethon contributors from their respective States. The list of Telethon contributors (or pledgors) will be delivered to the DSC on or before July 31, 1983, or as soon thereafter as practicable, provided that, if the DSC elects in writing to share in contributions received on or before May 30, 1984, from follow-up solicitations of Telethon sustain contributor pledges, the DNC shall retain the list of such sustaining contributors for such solicitation and instead provide such list to the DSC promptly after May 30, 1984 (but DNT shall advise the DSC of the number of such sustaining contributors and total amount of pledges from the DSC's State). Except as provided in this Agreement, neither the DNC, the DSC nor other State Committee will have any right to any proceeds from future solicitations of Telethon Contributors by any other committee.

5. Campaign Finance Laws.

(a) Compliance. The DNT and the DSC shall comply with, and all loans (transfers), contributions and expenditures shall be made in accordance with, all limitations and other requirements of the FECA and any other applicable federal and state laws and regulations. If requested, DNT shall assist the DSC in qualifying and establishing a "federal account" under the FECA.

(b) Federal Funds. All loans and contributions used to pay expenses incurred by either DNT or the DSC in support of the Telethon (including all pre-Telethon funds and all DSC expenses for state Telethon personnel, local publicity and promotion, etc.) shall be in amounts and from sources consistent with the FECA and shall be made exclusively from funds deposited in "federal accounts" maintained by DNT and the DSC under the FECA.

(c) Non-federal Funds. The DNT and the DNC will endeavor to raise other contributions from corporations, labor unions and from political committees and individuals in excess of FECA limits for use other than in connection with federal elections in jurisdictions which permit the use of such funds. In the event that the laws applicable to the DSC permit use of such funds in connection with state and local elections in such jurisdiction, such funds shall be shared between the DNC and the DSC on the same basis as Telethon proceeds raised pursuant to the FECA.

6. Miscellaneous.

(a) Disputes. The right of the DSC to receive Telethon proceeds shall be subject to the DSC's compliance with all of the terms and conditions of this Agreement and continuing cooperation with the DNT by the DSC Chairperson and other DSC personnel designated to work on the Telethon. Any dispute, claim or question of interpretation arising out of or relating to this Agreement shall be resolved in a final and binding manner by the President of DNT, in consultation with the Chairman of the DNT and the President of the Association of State Democratic Chairs, subject to their obligation to use good faith in reaching such resolution.

(b) Liability and Indemnity. Nothing in this Agreement shall be construed to constitute either party a partner, employee or agent of the other, nor shall either party have authority to bind the other in any respect, it being intended that each party shall remain an independent contractor solely responsible for its own actions. Neither DNT nor the DNC shall be liable under any contracts or obligations of the DSC, apart from this Agreement, or for any act or omissions of the DSC and its officers, employees and agents. The DSC agrees to indemnify and hold harmless DNT, the DNC and their officers, employees and agents from any and all claims, losses, damages and expenses in any manner resulting from or arising out of the performance or breach of the DSC's obligations under this Agreement.

(c) Termination. DNT may, by written notice to the DSC, terminate this Agreement if the DSC fails to comply with all of the terms and conditions of this Agreement.

(d) Notices. All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be deemed to have been duly given when sent by first-class, registered or certified mail, return receipt requested, with postage paid, when personally delivered by hand, or when transmitted by cable, telex or telegraph, addressed as follows:

If to DNT:

Democratic National Telethon V, Inc.
1623 Massachusetts Avenue, N.W.
Washington, D.C. 20036
Attention: Ursula Culver

06740570215

If to DSC:

Democratic State Committee

Attention: _____

Either party's address may be changed by written notice to other party.

(e) General. This instrument contains the entire agreement of the parties and supersedes all other agreements or understandings between them with respect to the matters provided for herein. This instrument may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of a waiver, change, extension or discharge is sought. All covenants and indemnities made herein by either party shall survive the execution and delivery of the Agreement and any review or investigation made by or on behalf of the other party and shall bind and inure to the benefit of their respective successors and assigns, provided that the rights and obligations of a party to this Agreement shall not be assignable without the prior written consent of the other party hereto, except in the case of DNT and DNC, to another entity wholly owned or controlled by the DNC. Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement. The Agreement shall be governed by the laws of the District of Columbia (not including the choice of law rules thereof).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first hereinabove set forth.

DEMOCRATIC STATE COMMITTEE

State Alabama

By [Signature]
Chairperson

DSC Pre-Telethon Funds Goal:

\$ 7500.00

DEMOCRATIC NATIONAL TELETHON
V, INC.

By [Signature]
John T. Brown, Jr., Chairman

By [Signature]
Charles T. Manatt, President

86040570215

DEMOCRATIC NATIONAL TELETHON V

State Committee Agreement

This Agreement is entered into as of April 18, 1983, between DEMOCRATIC NATIONAL TELETHON V, INC., a District of Columbia non-profit corporation ("DNT"), and the undersigned DEMOCRATIC STATE COMMITTEE ("DSC") concerning the DSC's participation in a national telethon (the "Telethon") to be produced by DNT and the DEMOCRATIC NATIONAL COMMITTEE ("DNC") and carried on a national television network on May 28-29 or another date acceptable to the DNC.

1. DNT Obligations.

DNT shall provide the following:

- (a) acquisition of time on a national television network for broadcast of the Telethon;
- (b) production of the Telethon program;
- (c) handling of national Telethon publicity and promotion;
- (d) arrangement of financing through bank loans and credits guaranteed by individuals of suitable means, in addition to pre-Telethon fundraising by participating State Committees;
- (e) coordination of support activities of the DSC under this Agreement and of other participating State Committees;
- (f) operation of national and/or regional telephone centers for Telethon contributors;
- (g) handling of mail to and from contributors with respect to Telethon contributions and pledges;
- (h) preparation of contributor records, including separate records of contributors from each participating State;
- (i) provision to the DSC of instructional materials and assistance concerning local publicity and promotion, programming, telephone operations, fundraising, campaign finance laws and related matters; and
- (j) provision of personnel required for the foregoing.

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2. DSC Obligations.

The DSC shall provide the following:

(a) Pre-Telethon Fundraising Goal. The DSC shall use its best efforts to raise pre-Telethon funds in the amount of the goal set forth at the end of this Agreement, through solicitation of direct contributions to DNT hereafter and/or transfer to DNC of proceeds from bank loans to the DSC. All such contributions and loans shall be in compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA").

(1) If such funds are raised in the form of contributions, all such contributions shall be made to "Democratic National Telethon V, Inc." and be sent directly or delivered within 10 days of receipt to DNT, c/o Ursula Culver, Controller, 1625 Massachusetts Avenue, Washington, D.C. 20036, for deposit in the Telethon bank account at the National Bank of Washington and shall not be deposited in any DSC account. The DNC will examine all such contributions for compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA") and shall include all such contributions in its reports filed thereunder. All pre-Telethon contributions must be received by DNT on or before May 23, 1983.

(2) If such funds are provided by transfer of other DSC funds, such funds shall have been raised in compliance with the FECA and deposited solely in a "federal account" maintained in compliance with the FECA. Such funds shall be transferred to DNT at the above address for deposit in the Telethon bank account and must be received by DNT on or before April 22, 1983.

(3) If such funds are raised in the form of bank loans, such loans shall be made to the DSC in the ordinary course (guaranteed, if needed, by individuals of suitable means in amounts not exceeding the applicable FECA limits of \$5,000, taking into account for such purpose all other contributions to the DSC during 1983). The proceeds of such loans shall be deposited in a DSC "federal account" maintained in compliance with the FECA, and then transferred to DNT at the above address for deposit in the Telethon bank account. Any such loan funds must be received by DNT on or before April 22, 1983. Provided the DSC meets its pre-Telethon fundraising goal on or before April 22, 1983, and otherwise complies with this Agreement; the DNT will, as an expense of the Telethon, reimburse the DSC for all normal interest and/or fees for the bank loan for the period up to the date of the initial distribution to the DSC of Telethon proceeds.

(4) In the event that DNT shall receive pre-Telethon funds from the DSC's State in excess of the amount of the DSC's goal, the DNT shall within ten (10) days transfer to the DSC such excess amount for use for DSC Telethon expenses or, if not so required, for other DSC uses, and the DSC may retain any other excess funds raised by it.

(5) In the event that local television stations affiliated with the network in the DSC's State choose not to broadcast the Telethon,

DNT and the DSC shall endeavor to obtain comparable carriers and, failing that, shall in good faith determine a substitute pre-Telethon fundraising goal for the State which shall reasonably reflect the adverse impact on the DSC's fundraising capacity.

(b) Fundraising Programs. To the extent needed to assure meeting its pre-Telethon fundraising goal, the DSC shall, at its sole expense and in coordination with DNT, undertake an active pre-Telethon fundraising program in the State, which shall include one or more of the following elements:

(1) distribution of prescribed pre-Telethon contribution envelopes throughout the State;

(2) planning and conduct of an extensive telephone solicitation program for pre-Telethon contributions;

(3) planning and conduct of a major fundraising event.

(c) State Personnel. Beginning no later than March 15 and ending no earlier than May 31, 1983, the DSC shall provide at least one full-time State Telethon Coordinator and one publicity person to work on the Telethon in conjunction with DNT national and regional personnel. The DSC personnel may be either paid staff or volunteers. All expenses incurred or associated with such DSC personnel, including but not limited to salaries, travel and telephone, shall be paid by the DSC.

(d) Local Publicity and Promotion. In order to maximize the amount of Telethon contributions from the State and the Telethon proceeds distributable to the DSC, the DSC shall plan and conduct a publicity and promotion program in the State concerning the Telethon, consistent with DNT guidelines and instructions. As part of such program, the DSC is strongly encouraged to use paid local advertising to supplement the national advertising and promotion conducted by DNT.

(e) Local Programming. If the DNT and the DSC agree to include local programming in the Telethon, the DSC shall produce such programming, subject to DNT approval, arrange for and purchase local television station time and coordinate with the DNT to assure proper cut-in arrangements.

All costs and expenses associated with the foregoing DSC support activities shall be charged to and paid by the DSC, except as provided above with respect to bank loan interest and fees or as otherwise agreed in writing by DNT prior to the time that such costs and expenses are incurred.

3. Telethon Proceeds.

(a) Allocation. The Telethon proceeds shall be applied as follows:

(1) First, all loans and credits obtained by DNT and all expenses and other liabilities incurred by DNT in connection with the Telethon shall be paid (or provided for by a reserve pursuant to subparagraph 3(c));

(2) Second, to the extent that funds are available from the Telethon proceeds and on a pro rata basis, the DSC and all other participating State Committees shall be distributed amounts equal to the pre-Telethon funds received by the DNC from their respective States;

(3) Third, an amount equal to one-half ($\frac{1}{2}$) of the aggregate amount distributed to the participating State Committees under subparagraph 3(a)(2) shall be distributed to the DNC; and

(4) Fourth, one-half of the net Telethon proceeds from contributions in each participating State remaining after the contributions and distributions referred to in subparagraphs 3(a)(1), (2) and (3) (which payments and distributions shall be allocated among the States in the proportions which the Telethon proceeds from contributors in the State bear to the total Telethon proceeds) shall be distributed to each participating State Committee which has raised the full amount of its pre-Telethon fundraising goal, and a proportional amount shall be distributed to each participating State Committee which has not met its pre-Telethon fundraising goal, according to the percentage of its goal actually raised; the balance of the net Telethon proceeds shall be distributed to the DNC.

(b) Definition of Telethon Proceeds. For the purpose of this Agreement, the "Telethon proceeds" shall include all funds received on or before August 31, 1983, from one-time contributors as a result of Telethon solicitations (but not pre-Telethon funds received on or before May 28, 1983) and all funds received on or before May 30, 1984, from sustaining contributor pledges (and other belated one-time contributors) as a result of Telethon solicitations or follow-up solicitations by DNT, provided, in the case of sustaining contributor pledges, that as to any participating State, the names of such contributors are retained and solicited by DNT or the DNC during the period rather than by the State Committee directly.

(c) Distribution of Proceeds. An initial distribution of the Telethon proceeds shall be made as soon as practicable, provided that the DNT may retain such an amount as it deems reasonably required as a reserve to provide for any unpaid or contingent expenses and liabilities, including winding up the Telethon finances and affairs and, as to State Committees which elect to participate in solicitations pursuant to Telethon contributor pledges, the expenses of such further solicitations.

(d) 1984 Campaign Set-Aside. It shall be the policy of the DNC and the DSC that half of the net Telethon proceeds received by each will, to the extent practicable, be used in support of the 1984 Democratic presidential, senatorial, congressional and other candidates.

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(e) Accounting. Both DNT and the DSC shall maintain complete and accurate books and records of all Telethon funds handled by them, which books and records shall be available for examination by the other party to any extent reasonably requested. The DNT shall provide each participating State Committee a financial accounting for the Telethon, including a statement of the pre-Telethon funds and Telethon proceeds from the State.

4. Ownership and Use of Program and Contributor Data.

(a) Program. The Telethon program and all associated materials and rights shall be the sole property of the DNC. In the event that the Telethon program or portions thereof shall in the future be rebroadcast under the sponsorship of the DNC for fundraising purposes, the DNC shall enter into good faith discussions with the State Committees for any States in which such broadcast is expected to occur as to any mutually acceptable basis for the State Committees' participation in the financing for, and any proceeds from, such further broadcast of the Telethon program.

(b) Contributor Data. All records of Telethon contributors and associated data shall be the sole and confidential property of the DNC, except that the DNC will provide to the DSC and each participating State Committee lists of the names and associated data of all Telethon contributors from their respective States. The list of Telethon contributors (or pledgors) will be delivered to the DSC on or before July 31, 1983, or as soon thereafter as practicable, provided that, if the DSC elects in writing to share in contributions received on or before May 30, 1984, from follow-up solicitations of Telethon sustain contributor pledges, the DNC shall retain the list of such sustaining contributors for such solicitation and instead provide such list to the DSC promptly after May 30, 1984 (but DNT shall advise the DSC of the number of such sustaining contributors and total amount of pledges from the DSC's State). Except as provided in this Agreement, neither the DNC, the DSC nor other State Committee will have any right to any proceeds from future solicitations of Telethon Contributors by any other committee.

5. Campaign Finance Laws.

(a) Compliance. The DNT and the DSC shall comply with, and all loans (transfers), contributions and expenditures shall be made in accordance with, all limitations and other requirements of the FECA and any other applicable federal and state laws and regulations. If requested, DNT shall assist the DSC in qualifying and establishing a "federal account" under the FECA.

(b) Federal Funds. All loans and contributions used to pay expenses incurred by either DNT or the DSC in support of the Telethon (including all pre-Telethon funds and all DSC expenses for state Telethon personnel, local publicity and promotion, etc.) shall be in amounts and from sources consistent with the FECA and shall be made exclusively from funds deposited in "federal accounts" maintained by DNT and the DSC under the FECA.

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(c) Non-federal Funds. The DNT and the DNC will endeavor to raise other contributions from corporations, labor unions and from political committees and individuals in excess of FECA limits for use other than in connection with federal elections in jurisdictions which permit the use of such funds. In the event that the laws applicable to the DSC permit use of such funds in connection with state and local elections in such jurisdiction, such funds shall be shared between the DNC and the DSC on the same basis as Telethon proceeds raised pursuant to the FECA.

6. Miscellaneous.

(a) Disputes. The right of the DSC to receive Telethon proceeds shall be subject to the DSC's compliance with all of the terms and conditions of this Agreement and continuing cooperation with the DNT by the DSC Chairperson and other DSC personnel designated to work on the Telethon. Any dispute, claim or question of interpretation arising out of or relating to this Agreement shall be resolved in a final and binding manner by the President of DNT, in consultation with the Chairman of the DNT and the President of the Association of State Democratic Chairs, subject to their obligation to use good faith in reaching such resolution.

(b) Liability and Indemnity. Nothing in this Agreement shall be construed to constitute either party a partner, employee or agent of the other, nor shall either party have authority to bind the other in any respect, it being intended that each party shall remain an independent contractor solely responsible for its own actions. Neither DNT nor the DNC shall be liable under any contracts or obligations of the DSC, apart from this Agreement, or for any act or omissions of the DSC and its officers, employees and agents. The DSC agrees to indemnify and hold harmless DNT, the DNC and their officers, employees and agents from any and all claims, losses, damages and expenses in any manner resulting from or arising out of the performance or breach of the DSC's obligations under this Agreement.

(c) Termination. DNT may, by written notice to the DSC, terminate this Agreement if the DSC fails to comply with all of the terms and conditions of this Agreement.

(d) Notices. All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be deemed to have been duly given when sent by first-class, registered or certified mail, return receipt requested, with postage paid, when personally delivered by hand, or when transmitted by cable, telex or telegraph, addressed as follows:

If to DNT:

Democratic National Telethon V, Inc.
1623 Massachusetts Avenue, N.W.
Washington, D.C. 20036
Attention: Ursula Culver

If to DSC:

Democratic State ~~Committee~~ Central Committee
634 Asylum Ave.
Hartford, CT 06105
Attention: _____

Either party's address may be changed by written notice to other party.

(e) General. This instrument contains the entire agreement of the parties and supersedes all other agreements or understandings between them with respect to the matters provided for herein. This instrument may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of a waiver, change, extension or discharge is sought. All covenants and indemnities made herein by either party shall survive the execution and delivery of the Agreement and any review or investigation made by or on behalf of the other party and shall bind and inure to the benefit of their respective successors and assigns, provided that the rights and obligations of a party to this Agreement shall not be assignable without the prior written consent of the other party hereto, except in the case of DNT and DNC, to another entity wholly owned or controlled by the DNC. Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement. The Agreement shall be governed by the laws of the District of Columbia (not including the choice of law rules thereof).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first hereinabove set forth.

DEMOCRATIC STATE COMMITTEE

State Connecticut

By James M. Fitzgerald
Chairperson JAMES M. FITZGERALD

DSC Pre-Telethon Funds Goal:

\$ 11,000

DEMOCRATIC NATIONAL TELETHON
V, INC.

By John Y. Brown, Jr.
Chairman

By Charles T. Manatt, President

06740570223

Florida

DEMOCRATIC NATIONAL TELETHON V

State Committee Agreement

MAY 10

This Agreement is entered into as of ~~April~~, 1983, between DEMOCRATIC NATIONAL TELETHON V, INC., a District of Columbia non-profit corporation ("DNT"), and the undersigned DEMOCRATIC STATE COMMITTEE ("DSC") concerning the DSC's participation in a national telethon (the "Telethon") to be produced by DNT and the DEMOCRATIC NATIONAL COMMITTEE ("DNC") and carried on a national television network on May 28-29 or another date acceptable to the DNC.

1. DNT Obligations.

DNT shall provide the following:

- (a) acquisition of time on a national television network for broadcast of the Telethon;
- (b) production of the Telethon program;
- (c) handling of national Telethon publicity and promotion;
- (d) arrangement of financing through bank loans and credits guaranteed by individuals of suitable means, in addition to pre-Telethon fundraising by participating State Committees;
- (e) coordination of support activities of the DSC under this Agreement and of other participating State Committees;
- (f) operation of national and/or regional telephone centers for Telethon contributors;
- (g) handling of mail to and from contributors with respect to Telethon contributions and pledges;
- (h) preparation of contributor records, including separate records of contributors from each participating State;
- (i) provision to the DSC of instructional materials and assistance concerning local publicity and promotion, programming, telephone operations, fundraising, campaign finance laws and related matters; and
- (j) provision of personnel required for the foregoing.

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2. DSC Obligations.

The DSC shall provide the following:

(a) Pre-Telethon Fundraising Goal. The DSC shall use its best efforts to raise pre-Telethon funds in the amount of the goal set forth at the end of this Agreement, through solicitation of direct contributions to DNT hereafter and/or transfer to DNC of proceeds from bank loans to the DSC. All such contributions and loans shall be in compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA").

(1) If such funds are raised in the form of contributions, all such contributions shall be made to "Democratic National Telethon V, Inc." and be sent directly or delivered within 10 days of receipt to DNT, c/o Ursula Culver, Controller, 1625 Massachusetts Avenue, Washington, D.C. 20036, for deposit in the Telethon bank account at the National Bank of Washington and shall not be deposited in any DSC account. The DNC will examine all such contributions for compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA") and shall include all such contributions in its reports filed thereunder. All pre-Telethon contributions must be received by DNT on or before May 23, 1983.

(2) If such funds are provided by transfer of other DSC funds, such funds shall have been raised in compliance with the FECA and deposited solely in a "federal account" maintained in compliance with the FECA. Such funds shall be transferred to DNT at the above address for deposit in the Telethon bank account and must be received by DNT on or before ~~April 22,~~ 1983.

MAY 16, (3) If such funds are raised in the form of bank loans, such loans shall be made to the DSC in the ordinary course (guaranteed, if needed, by individuals of suitable means in amounts not exceeding the applicable FECA limits of \$5,000, taking into account for such purpose all other contributions to the DSC during 1983). The proceeds of such loans shall be deposited in a DSC "federal account" maintained in compliance with the FECA, and then transferred to DNT at the above address for deposit in the Telethon bank account. Any such loan funds must be received by DNT on or before April 22, 1983. Provided the DSC meets its pre-Telethon fundraising goal on or before April 22, 1983, and otherwise complies with this Agreement, the DNT will, as an expense of the Telethon, reimburse the DSC for all normal interest and/or fees for the bank loan for the period up to the date of the initial distribution to the DSC of Telethon proceeds.

(4) In the event that DNT shall receive pre-Telethon funds from the DSC's State in excess of the amount of the DSC's goal, the DNT shall within ten (10) days transfer to the DSC such excess amount for use for DSC Telethon expenses or, if not so required, for other DSC uses, and the DSC may retain any other excess funds raised by it.

(5) In the event that local television stations affiliated with the network in the DSC's State choose not to broadcast the Telethon,

DNT and the DSC shall endeavor to obtain comparable carriers and, failing that, shall in good faith determine a substitute pre-Telethon fundraising goal for the State which shall reasonably reflect the adverse impact on the DSC's fundraising capacity.

(b) Fundraising Programs. To the extent needed to assure meeting its pre-Telethon fundraising goal, the DSC shall, at its sole expense and in coordination with DNT, undertake an active pre-Telethon fundraising program in the State, which shall include one or more of the following elements:

(1) distribution of prescribed pre-Telethon contribution envelopes throughout the State;

(2) planning and conduct of an extensive telephone solicitation program for pre-Telethon contributions;

(3) planning and conduct of a major fundraising event.

(c) State Personnel. Beginning no later than March 15 and ending no earlier than May 31, 1983, the DSC shall provide at least one ~~full time~~ State Telethon Coordinator and one publicity person to work on the Telethon in conjunction with DNT national and regional personnel. The DSC personnel may be either paid staff or volunteers. All expenses incurred or associated with such DSC personnel, including but not limited to salaries, travel and telephone, shall be paid by the DSC.

(d) Local Publicity and Promotion. In order to maximize the amount of Telethon contributions from the State and the Telethon proceeds distributable to the DSC, the DSC shall plan and conduct a publicity and promotion program in the State concerning the Telethon, ^{As} consistent with DNT guidelines and instructions. As part of such program, the DSC is strongly encouraged to use paid local advertising to supplement the national advertising and promotion conducted by DNT. _{possible}

(e) Local Programming. If the DNT and the DSC agree to include local programming in the Telethon, the DSC shall produce such programming, subject to DNT approval, arrange for and purchase local television station time and coordinate with the DNT to assure proper cut-in arrangements.

All costs and expenses associated with the foregoing DSC support activities shall be charged to and paid by the DSC, except as provided above with respect to bank loan interest and fees or as otherwise agreed in writing by DNT prior to the time that such costs and expenses are incurred.

3. Telethon Proceeds.

(a) Allocation. The Telethon proceeds shall be applied as follows:

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(1) First, all loans and credits obtained by DNT and all expenses and other liabilities incurred by DNT in connection with the Telethon shall be paid (or provided for by a reserve pursuant to subparagraph 3(c));

(2) Second, to the extent that funds are available from the Telethon proceeds and on a pro rata basis, the DSC and all other participating State Committees shall be distributed amounts equal to the pre-Telethon funds received by the DNC from their respective States;

(3) Third, an amount equal to one-half ($\frac{1}{2}$) of the aggregate amount distributed to the participating State Committees under subparagraph 3(a)(2) shall be distributed to the DNC; and

(4) Fourth, one-half of the net Telethon proceeds from contributions in each participating State remaining after the contributions and distributions referred to in subparagraphs 3(a)(1), (2) and (3) (which payments and distributions shall be allocated among the States in the proportions which the Telethon proceeds from contributors in the State bear to the total Telethon proceeds) shall be distributed to each participating State Committee which has raised the full amount of its pre-Telethon fundraising goal, and a proportional amount shall be distributed to each participating State Committee which has not met its pre-Telethon fundraising goal, according to the percentage of its goal actually raised; the balance of the net Telethon proceeds shall be distributed to the DNC.

(b) Definition of Telethon Proceeds. For the purpose of this Agreement, the "Telethon proceeds" shall include all funds received on or before August 31, 1983, from one-time contributors as a result of Telethon solicitations (but not pre-Telethon funds received on or before May 28, 1983) and all funds received on or before May 30, 1984, from sustaining contributor pledges (and other belated one-time contributors) as a result of Telethon solicitations or follow-up solicitations by DNT, provided, in the case of sustaining contributor pledges, that as to any participating State, the names of such contributors are retained and solicited by DNT or the DNC during the period rather than by the State Committee directly.

(c) Distribution of Proceeds. An initial distribution of the Telethon proceeds shall be made as soon as practicable, provided that the DNT may retain such an amount as it deems reasonably required as a reserve to provide for any unpaid or contingent expenses and liabilities, including winding up the Telethon finances and affairs and, as to State Committees which elect to participate in solicitations pursuant to Telethon contributor pledges, the expenses of such further solicitations.

(d) 1984 Campaign Set-Aside. It shall be the policy of the DNC and the DSC that half of the net Telethon proceeds received by each will, to the extent practicable, be used in support of the 1984 Democratic presidential, senatorial, congressional and other candidates.

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(e) Accounting. Both DNT and the DSC shall maintain complete and accurate books and records of all Telethon funds handled by them, which books and records shall be available for examination by the other party to any extent reasonably requested. The DNT shall provide each participating State Committee a financial accounting for the Telethon, including a statement of the pre-Telethon funds and Telethon proceeds from the State.

4. Ownership and Use of Program and Contributor Data.

(a) Program. The Telethon program and all associated materials and rights shall be the sole property of the DNC. In the event that the Telethon program or portions thereof shall in the future be rebroadcast under the sponsorship of the DNC for fundraising purposes, the DNC shall enter into good faith discussions with the State Committees for any States in which such broadcast is expected to occur as to any mutually acceptable basis for the State Committees' participation in the financing for, and any proceeds from, such further broadcast of the Telethon program.

(b) Contributor Data. All records of Telethon contributors and associated data shall be the sole and confidential property of the DNC, except that the DNC will provide to the DSC and each participating State Committee lists of the names and associated data of all Telethon contributors from their respective States. The list of Telethon contributors (or pledgors) will be delivered to the DSC on or before July 31, 1983, or as soon thereafter as practicable, provided that, if the DSC elects in writing to share in contributions received on or before May 30, 1984, from follow-up solicitations of Telethon sustain contributor pledges, the DNC shall retain the list of such sustaining contributors for such solicitation and instead provide such list to the DSC promptly after May 30, 1984 (but DNT shall advise the DSC of the number of such sustaining contributors and total amount of pledges from the DSC's State). Except as provided in this Agreement, neither the DNC, the DSC nor other State Committee will have any right to any proceeds from future solicitations of Telethon Contributors by any other committee.

5. Campaign Finance Laws.

(a) Compliance. The DNT and the DSC shall comply with, and all loans (transfers), contributions and expenditures shall be made in accordance with, all limitations and other requirements of the FECA and any other applicable federal and state laws and regulations. If requested, DNT shall assist the DSC in qualifying and establishing a "federal account" under the FECA.

(b) Federal Funds. All loans and contributions used to pay expenses incurred by either DNT or the DSC in support of the Telethon (including all pre-Telethon funds and all DSC expenses for state Telethon personnel, local publicity and promotion, etc.) shall be in amounts and from sources consistent with the FECA and shall be made exclusively from funds deposited in "federal accounts" maintained by DNT and the DSC under the FECA.

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(c) Non-federal Funds. The DNT and the DNC will endeavor to raise other contributions from corporations, labor unions and from political committees and individuals in excess of FECA limits for use other than in connection with federal elections in jurisdictions which permit the use of such funds. In the event that the laws applicable to the DSC permit use of such funds in connection with state and local elections in such jurisdiction, such funds shall be shared between the DNC and the DSC on the same basis as Telethon proceeds raised pursuant to the FECA.

6. Miscellaneous.

SUBSTANTIAL

(a) Disputes. The right of the DSC to receive Telethon proceeds shall be subject to the DSC's compliance with all of the terms and conditions of this Agreement and continuing cooperation with the DNT by the DSC Chairperson and other DSC personnel designated to work on the Telethon. Any dispute, claim or question of interpretation arising out of or relating to this Agreement shall be resolved in a final and binding manner by the President of DNT, in consultation with the Chairman of the DNT and the President of the Association of State Democratic Chairs, subject to their obligation to use good faith in reaching such resolution.

(b) Liability and Indemnity. Nothing in this Agreement shall be construed to constitute either party a partner, employee or agent of the other, nor shall either party have authority to bind the other in any respect, it being intended that each party shall remain an independent contractor solely responsible for its own actions. Neither DNT nor the DNC shall be liable under any contracts or obligations of the DSC, apart from this Agreement, or for any act or omissions of the DSC and its officers, employees and agents. The DSC agrees to indemnify and hold harmless DNT, the DNC and their officers, employees and agents from any and all claims, losses, damages and expenses in any manner resulting from or arising out of the performance or breach of the DSC's obligations under this Agreement. (see addendum)

(c) Termination. DNT may, by written notice to the DSC, terminate this Agreement if the DSC fails to comply with all of the terms and conditions of this Agreement (see addendum) **SUBSTANTIALLY**

(d) Notices. All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be deemed to have been duly given when sent by first-class, registered or certified mail, return receipt requested, with postage paid, when personally delivered by hand, or when transmitted by cable, telex or telegraph, addressed as follows:

If to DNT:

Democratic National Telethon V, Inc.
1623 Massachusetts Avenue, N.W.
Washington, D.C. 20036
Attention: Ursula Culver

If to DSC:

Florida

Democratic State Committee

Box 1758

Tallahassee, Florida 32302

Attention: Charles Whisehead, Chairman

Either party's address may be changed by written notice to other party.

(e) General. This instrument contains the entire agreement of the parties and supersedes all other agreements or understandings between them with respect to the matters provided for herein. This instrument may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of a waiver, change, extension or discharge is sought. All covenants and indemnities made herein by either party shall survive the execution and delivery of the Agreement and any review or investigation made by or on behalf of the other party and shall bind and inure to the benefit of their respective successors and assigns, provided that the rights and obligations of a party to this Agreement shall not be assignable without the prior written consent of the other party hereto, except in the case of DNT and DNC, to another entity wholly owned or controlled by the DNC. Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement. The Agreement shall be governed by the laws of the District of Columbia (not including the choice of law rules thereof).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first hereinabove set forth.

DEMOCRATIC STATE COMMITTEE

State Florida

By [Signature]

Chairperson

DSC Pre-Telethon Funds Goal:

\$42,000

DEMOCRATIC NATIONAL TELETHON
V, INC.

By [Signature]
John W. Brown, Jr., Chairman

By [Signature]
Charles T. Manatt, President

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ADDENDUM

DEMOCRATIC NATIONAL TELETHON V

Florida State Committee Agreement

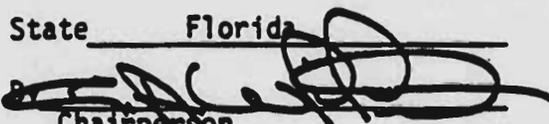
6. Miscellaneous.

(b) . . . The DSC shall not be liable under any contracts or obligations of the DNT or DNC, apart from this Agreement, or for any act or omissions of the DNT or DNC or its officers, employees or agents. The DNT and DNC agree to indemnify and hold harmless the DSC and its officers, employees and agents from any and all claims, losses, damages, and expenses in any manner resulting from or arising out of the performance or breach of the obligations of the DNT or DNC under this Agreement.

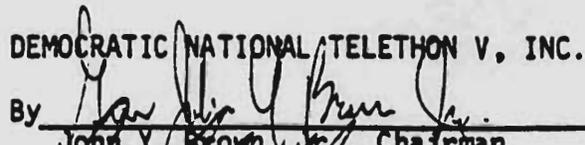
(c) The DSC may by written notice to the DNT and DNC terminate this Agreement if the DNT or DNC fails to substantially comply with all the terms and conditions of this Agreement.

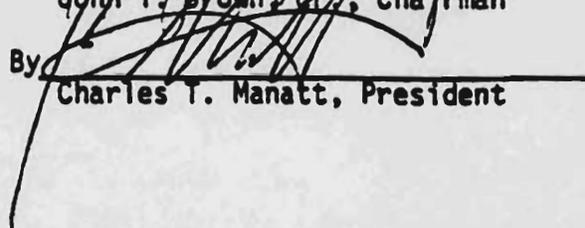
DEMOCRATIC STATE COMMITTEE

State Florida

By 
Chairperson

DEMOCRATIC NATIONAL TELETHON V, INC.

By 
John Y. Brown, Jr., Chairman

By 
Charles T. Manatt, President

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Washington

DEMOCRATIC NATIONAL TELETHON V

State Committee Agreement

This Agreement is entered into as of April __, 1983, between DEMOCRATIC NATIONAL TELETHON V, INC., a District of Columbia non-profit corporation ("DNT"), and the undersigned DEMOCRATIC STATE COMMITTEE ("DSC") concerning the DSC's participation in a national telethon (the "Telethon") to be produced by DNT and the DEMOCRATIC NATIONAL COMMITTEE ("DNC") and carried on a national television network on May 28-29 or another date acceptable to the DNC.

1. DNT Obligations.

DNT shall provide the following:

(a) acquisition of time on a national television network for broadcast of the Telethon;

(b) production of the Telethon program;

(c) handling of national Telethon publicity and promotion;

(d) arrangement of financing through bank loans and credits guaranteed by individuals of suitable means, in addition to pre-Telethon fundraising by participating State Committees;

(e) coordination of support activities of the DSC under this Agreement and of other participating State Committees;

(f) operation of national and/or regional telephone centers for Telethon contributors;

(g) handling of mail to and from contributors with respect to Telethon contributions and pledges;

(h) preparation of contributor records, including separate records of contributors from each participating State;

(i) provision to the DSC of instructional materials and assistance concerning local publicity and promotion, programming, telephone operations, fundraising, campaign finance laws and related matters; and

(j) provision of personnel required for the foregoing.

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2. DSC Obligations.

The DSC shall provide the following:

(a) Pre-Telethon Fundraising Goal. The DSC shall use its best efforts to raise pre-Telethon funds in the amount of the goal set forth at the end of this Agreement, through solicitation of direct contributions to DNT hereafter and/or transfer to DNC of proceeds from bank loans to the DSC. All such contributions and loans shall be in compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA").

(1) If such funds are raised in the form of contributions, all such contributions shall be made to "Democratic National Telethon V, Inc." and be sent directly or delivered within 10 days of receipt to DNT, c/o Ursula Culver; Controller, 1625 Massachusetts Avenue, Washington, D.C. 20036, for deposit in the Telethon bank account at the National Bank of Washington and shall not be deposited in any DSC account. The DNC will examine all such contributions for compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA") and shall include all such contributions in its reports filed thereunder. All pre-Telethon contributions must be received by DNT on or before May 23, 1983.

(2) If such funds are provided by transfer of other DSC funds, such funds shall have been raised in compliance with the FECA and deposited solely in a "federal account" maintained in compliance with the FECA. Such funds shall be transferred to DNT at the above address for deposit in the Telethon bank account and must be received by DNT on or before April 22, 1983.

(3) If such funds are raised in the form of bank loans, such loans shall be made to the DSC in the ordinary course (guaranteed, if needed, by individuals of suitable means in amounts not exceeding the applicable FECA limits of \$5,000, taking into account for such purpose all other contributions to the DSC during 1983). The proceeds of such loans shall be deposited in a DSC "federal account" maintained in compliance with the FECA, and then transferred to DNT at the above address for deposit in the Telethon bank account. Any such loan funds must be received by DNT on or before April 22, 1983. Provided the DSC meets its pre-Telethon fundraising goal on or before April 22, 1983, and otherwise complies with this Agreement, the DNT will, as an expense of the Telethon, reimburse the DSC for all normal interest and/or fees for the bank loan for the period up to the date of the initial distribution to the DSC of Telethon proceeds.

(4) In the event that DNT shall receive pre-Telethon funds from the DSC's State in excess of the amount of the DSC's goal, the DNT shall within ten (10) days transfer to the DSC such excess amount for use for DSC Telethon expenses or, if not so required, for other DSC uses, and the DSC may retain any other excess funds raised by it.

(5) In the event that local television stations affiliated with the network in the DSC's State choose not to broadcast the Telethon,

DNT and the DSC shall endeavor to obtain comparable carriers and, failing that, shall in good faith determine a substitute pre-Telethon fundraising goal for the State which shall reasonably reflect the adverse impact on the DSC's fundraising capacity.

(b) Fundraising Programs. To the extent needed to assure meeting its pre-Telethon fundraising goal, the DSC shall, at its sole expense and in coordination with DNT, undertake an active pre-Telethon fundraising program in the State, which shall include one or more of the following elements:

(1) distribution of prescribed pre-Telethon contribution envelopes throughout the State;

(2) planning and conduct of an extensive telephone solicitation program for pre-Telethon contributions;

(3) planning and conduct of a major fundraising event.

(c) State Personnel. Beginning no later than March 15 and ending no earlier than May 31, 1983, the DSC shall provide at least one full-time State Telethon Coordinator and one publicity person to work on the Telethon in conjunction with DNT national and regional personnel. The DSC personnel may be either paid staff or volunteers. All expenses incurred or associated with such DSC personnel, including but not limited to salaries, travel and telephone, shall be paid by the DSC.

(d) Local Publicity and Promotion. In order to maximize the amount of Telethon contributions from the State and the Telethon proceeds distributable to the DSC, the DSC shall plan and conduct a publicity and promotion program in the State concerning the Telethon, consistent with DNT guidelines and instructions. As part of such program, the DSC is strongly encouraged to use paid local advertising to supplement the national advertising and promotion conducted by DNT.

(e) Local Programming. If the DNT and the DSC agree to include local programming in the Telethon, the DSC shall produce such programming, subject to DNT approval, arrange for and purchase local television station time and coordinate with the DNT to assure proper cut-in arrangements.

All costs and expenses associated with the foregoing DSC support activities shall be charged to and paid by the DSC, except as provided above with respect to bank loan interest and fees or as otherwise agreed in writing by DNT prior to the time that such costs and expenses are incurred.

3. Telethon Proceeds.

(a) Allocation. The Telethon proceeds shall be applied as follows:

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(1) First, all loans and credits obtained by DNT and all expenses and other liabilities incurred by DNT in connection with the Telethon shall be paid (or provided for by a reserve pursuant to subparagraph 3(c));

(2) Second, to the extent that funds are available from the Telethon proceeds and on a pro rata basis, the DSC and all other participating State Committees shall be distributed amounts equal to the pre-Telethon funds received by the DNC from their respective States;

(3) Third, an amount equal to one-half ($\frac{1}{2}$) of the aggregate amount distributed to the participating State Committees under subparagraph 3(a)(2) shall be distributed to the DNC; and

(4) Fourth, one-half of the net Telethon proceeds from contributions in each participating State remaining after the contributions and distributions referred to in subparagraphs 3(a)(1), (2) and (3) (which payments and distributions shall be allocated among the States in the proportions which the Telethon proceeds from contributors in the State bear to the total Telethon proceeds) shall be distributed to each participating State Committee which has raised the full amount of its pre-Telethon fundraising goal, and a proportional amount shall be distributed to each participating State Committee which has not met its pre-Telethon fundraising goal, according to the percentage of its goal actually raised; the balance of the net Telethon proceeds shall be distributed to the DNC.

(b) Definition of Telethon Proceeds. For the purpose of this Agreement, the "Telethon proceeds" shall include all funds received on or before August 31, 1983, from one-time contributors as a result of Telethon solicitations (but not pre-Telethon funds received on or before May 28, 1983) and all funds received on or before May 30, 1984, from sustaining contributor pledges (and other belated one-time contributors) as a result of Telethon solicitations or follow-up solicitations by DNT, provided, in the case of sustaining contributor pledges, that as to any participating State, the names of such contributors are retained and solicited by DNT or the DNC during the period rather than by the State Committee directly.

(c) Distribution of Proceeds. An initial distribution of the Telethon proceeds shall be made as soon as practicable, provided that the DNT may retain such an amount as it deems reasonably required as a reserve to provide for any unpaid or contingent expenses and liabilities, including winding up the Telethon finances and affairs and, as to State Committees which elect to participate in solicitations pursuant to Telethon contributor pledges, the expenses of such further solicitations.

(d) 1984 Campaign Set-Aside. It shall be the policy of the DNC and the DSC that half of the net Telethon proceeds received by each will, to the extent practicable, be used in support of the 1984 Democratic presidential, senatorial, congressional and other candidates.

(e) Accounting. Both DNT and the DSC shall maintain complete and accurate books and records of all Telethon funds handled by them, which books and records shall be available for examination by the other party to any extent reasonably requested. The DNT shall provide each participating State Committee a financial accounting for the Telethon, including a statement of the pre-Telethon funds and Telethon proceeds from the State.

4. Ownership and Use of Program and Contributor Data.

(a) Program. The Telethon program and all associated materials and rights shall be the sole property of the DNC. In the event that the Telethon program or portions thereof shall in the future be rebroadcast under the sponsorship of the DNC for fundraising purposes, the DNC shall enter into good faith discussions with the State Committees for any States in which such broadcast is expected to occur as to any mutually acceptable basis for the State Committees' participation in the financing for, and any proceeds from, such further broadcast of the Telethon program.

(b) Contributor Data. All records of Telethon contributors and associated data shall be the sole and confidential property of the DNC, except that the DNC will provide to the DSC and each participating State Committee lists of the names and associated data of all Telethon contributors from their respective States. The list of Telethon contributors (or pledgors) will be delivered to the DSC on or before July 31, 1983, or as soon thereafter as practicable, provided that, if the DSC elects in writing to share in contributions received on or before May 30, 1984, from follow-up solicitations of Telethon sustain contributor pledges, the DNC shall retain the list of such sustaining contributors for such solicitation and instead provide such list to the DSC promptly after May 30, 1984 (but DNT shall advise the DSC of the number of such sustaining contributors and total amount of pledges from the DSC's State). Except as provided in this Agreement, neither the DNC, the DSC nor other State Committee will have any right to any proceeds from future solicitations of Telethon Contributors by any other committee.

5. Campaign Finance Laws.

(a) Compliance. The DNT and the DSC shall comply with, and all loans (transfers), contributions and expenditures shall be made in accordance with, all limitations and other requirements of the FECA and any other applicable federal and state laws and regulations. If requested, DNT shall assist the DSC in qualifying and establishing a "federal account" under the FECA.

(b) Federal Funds. All loans and contributions used to pay expenses incurred by either DNT or the DSC in support of the Telethon (including all pre-Telethon funds and all DSC expenses for state Telethon personnel, local publicity and promotion, etc.) shall be in amounts and from sources consistent with the FECA and shall be made exclusively from funds deposited in "federal accounts" maintained by DNT and the DSC under the FECA.

(c) Non-federal Funds. The DNT and the DNC will endeavor to raise other contributions from corporations, labor unions and from political committees and individuals in excess of FECA limits for use other than in connection with federal elections in jurisdictions which permit the use of such funds. In the event that the laws applicable to the DSC permit use of such funds in connection with state and local elections in such jurisdiction, such funds shall be shared between the DNC and the DSC on the same basis as Telethon proceeds raised pursuant to the FECA.

6. Miscellaneous.

(a) Disputes. The right of the DSC to receive Telethon proceeds shall be subject to the DSC's compliance with all of the terms and conditions of this Agreement and continuing cooperation with the DNT by the DSC Chairperson and other DSC personnel designated to work on the Telethon. Any dispute, claim or question of interpretation arising out of or relating to this Agreement shall be resolved in a final and binding manner by the President of DNT, in consultation with the Chairman of the DNT and the President of the Association of State Democratic Chairs, subject to their obligation to use good faith in reaching such resolution.

(b) Liability and Indemnity. Nothing in this Agreement shall be construed to constitute either party a partner, employee or agent of the other, nor shall either party have authority to bind the other in any respect, it being intended that each party shall remain an independent contractor solely responsible for its own actions. Neither DNT nor the DNC shall be liable under any contracts or obligations of the DSC, apart from this Agreement, or for any act or omissions of the DSC and its officers, employees and agents. The DSC agrees to indemnify and hold harmless DNT, the DNC and their officers, employees and agents from any and all claims, losses, damages and expenses in any manner resulting from or arising out of the performance or breach of the DSC's obligations under this Agreement.

(c) Termination. DNT may, by written notice to the DSC, terminate this Agreement if the DSC fails to comply with all of the terms and conditions of this Agreement.

(d) Notices. All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be deemed to have been duly given when sent by first-class, registered or certified mail, return receipt requested, with postage paid, when personally delivered by hand, or when transmitted by cable, telex or telegraph, addressed as follows:

If to DNT:

Democratic National Telethon V, Inc.
1623 Massachusetts Avenue, N.W.
Washington, D.C. 20036
Attention: Ursula Culver

06040570237

If to DSC: .

Washington
Democratic State Committee
P.O. Box 4027
Seattle, WA 98104
Attention: Karen Marchione

Either party's address may be changed by written notice to other party.

(e) General. This instrument contains the entire agreement of the parties and supersedes all other agreements or understandings between them with respect to the matters provided for herein. This instrument may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of a waiver, change, extension or discharge is sought. All covenants and indemnities made herein by either party shall survive the execution and delivery of the Agreement and any review or investigation made by or on behalf of the other party and shall bind and inure to the benefit of their respective successors and assigns, provided that the rights and obligations of a party to this Agreement shall not be assignable without the prior written consent of the other party hereto, except in the case of DNT and DNC, to another entity wholly owned or controlled by the DNC. Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement. The Agreement shall be governed by the laws of the District of Columbia (not including the choice of law rules thereof).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first hereinabove set forth.

DEMOCRATIC STATE COMMITTEE

State Wa

By Karen Marchione
Chairperson

DSC Pre-Telethon Funds Goal:

s 22,500

DEMOCRATIC NATIONAL TELETHON
V, INC.

By John V. Brown, Jr.
Chairman

By Charles T. Manatt
President

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West Virginia

DEMOCRATIC NATIONAL TELETHON V

State Committee Agreement

This Agreement is entered into as of April __, 1983, between DEMOCRATIC NATIONAL TELETHON V, INC., a District of Columbia non-profit corporation ("DNT"), and the undersigned DEMOCRATIC STATE COMMITTEE ("DSC") concerning the DSC's participation in a national telethon (the "Telethon") to be produced by DNT and the DEMOCRATIC NATIONAL COMMITTEE ("DNC") and carried on a national television network on May 28-29 or another date acceptable to the DNC.

1. DNT Obligations.

DNT shall provide the following:

- (a) acquisition of time on a national television network for broadcast of the Telethon;
- (b) production of the Telethon program;
- (c) handling of national Telethon publicity and promotion;
- (d) arrangement of financing through bank loans and credits guaranteed by individuals of suitable means, in addition to pre-Telethon fundraising by participating State Committees;
- (e) coordination of support activities of the DSC under this Agreement and of other participating State Committees;
- (f) operation of national and/or regional telephone centers for Telethon contributors;
- (g) handling of mail to and from contributors with respect to Telethon contributions and pledges;
- (h) preparation of contributor records, including separate records of contributors from each participating State;
- (i) provision to the DSC of instructional materials and assistance concerning local publicity and promotion, programming, telephone operations, fundraising, campaign finance laws and related matters; and
- (j) provision of personnel required for the foregoing.

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2. DSC Obligations.

The DSC shall provide the following:

(a) Pre-Telethon Fundraising Goal. The DSC shall use its best efforts to raise pre-Telethon funds in the amount of the goal set forth at the end of this Agreement, through solicitation of direct contributions to DNT hereafter and/or transfer to DNC of proceeds from bank loans to the DSC. All such contributions and loans shall be in compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA").

(1) If such funds are raised in the form of contributions, all such contributions shall be made to "Democratic National Telethon V. Inc." and be sent directly or delivered within 10 days of receipt to DNT, c/o Ursula Culver, Controller, 1625 Massachusetts Avenue, Washington, D.C. 20036, for deposit in the Telethon bank account at the National Bank of Washington and shall not be deposited in any DSC account. The DNC will examine all such contributions for compliance with limitations and other requirements of the Federal Election Campaign Act, as amended ("FECA") and shall include all such contributions in its reports filed thereunder. All pre-Telethon contributions must be received by DNT on or before May 23, 1983.

(2) If such funds are provided by transfer of other DSC funds, such funds shall have been raised in compliance with the FECA and deposited solely in a "federal account" maintained in compliance with the FECA. Such funds shall be transferred to DNT at the above address for deposit in the Telethon bank account and must be received by DNT on or before April 22, 1983.

(3) If such funds are raised in the form of bank loans, such loans shall be made to the DSC in the ordinary course (guaranteed, if needed, by individuals of suitable means in amounts not exceeding the applicable FECA limits of \$5,000, taking into account for such purpose all other contributions to the DSC during 1983). The proceeds of such loans shall be deposited in a DSC "federal account" maintained in compliance with the FECA, and then transferred to DNT at the above address for deposit in the Telethon bank account. Any such loan funds must be received by DNT on or before April 22, 1983. Provided the DSC meets its pre-Telethon fundraising goal on or before April 22, 1983, and otherwise complies with this Agreement, the DNT will, as an expense of the Telethon, reimburse the DSC for all normal interest and/or fees for the bank loan for the period up to the date of the initial distribution to the DSC of Telethon proceeds.

(4) In the event that DNT shall receive pre-Telethon funds from the DSC's State in excess of the amount of the DSC's goal, the DNT shall within ten (10) days transfer to the DSC such excess amount for use for DSC Telethon expenses or, if not so required, for other DSC uses, and the DSC may retain any other excess funds raised by it.

(5) In the event that local television stations affiliated with the network in the DSC's State choose not to broadcast the Telethon,

DNT and the DSC shall endeavor to obtain comparable carriers and, failing that, shall in good faith determine a substitute pre-Telethon fundraising goal for the State which shall reasonably reflect the adverse impact on the DSC's fundraising capacity.

(b) Fundraising Programs. To the extent needed to assure meeting its pre-Telethon fundraising goal, the DSC shall, at its sole expense and in coordination with DNT, undertake an active pre-Telethon fundraising program in the State, which shall include one or more of the following elements:

(1) distribution of prescribed pre-Telethon contribution envelopes throughout the State;

(2) planning and conduct of an extensive telephone solicitation program for pre-Telethon contributions;

(3) planning and conduct of a major fundraising event.

(c) State Personnel. Beginning no later than March 15 and ending no earlier than May 31, 1983, the DSC shall provide at least one full-time State Telethon Coordinator and one publicity person to work on the Telethon in conjunction with DNT national and regional personnel. The DSC personnel may be either paid staff or volunteers. All expenses incurred or associated with such DSC personnel, including but not limited to salaries, travel and telephone, shall be paid by the DSC.

(d) Local Publicity and Promotion. In order to maximize the amount of Telethon contributions from the State and the Telethon proceeds distributable to the DSC, the DSC shall plan and conduct a publicity and promotion program in the State concerning the Telethon, consistent with DNT guidelines and instructions. As part of such program, the DSC is strongly encouraged to use paid local advertising to supplement the national advertising and promotion conducted by DNT.

(e) Local Programming. If the DNT and the DSC agree to include local programming in the Telethon, the DSC shall produce such programming, subject to DNT approval, arrange for and purchase local television station time and coordinate with the DNT to assure proper cut-in arrangements.

All costs and expenses associated with the foregoing DSC support activities shall be charged to and paid by the DSC, except as provided above with respect to bank loan interest and fees or as otherwise agreed in writing by DNT prior to the time that such costs and expenses are incurred.

3. Telethon Proceeds.

(a) Allocation. The Telethon proceeds shall be applied as follows:

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(1) First, all loans and credits obtained by DNT and all expenses and other liabilities incurred by DNT in connection with the Telethon shall be paid (or provided for by a reserve pursuant to subparagraph 3[c]);

(2) Second, to the extent that funds are available from the Telethon proceeds and on a pro rata basis, the DSC and all other participating State Committees shall be distributed amounts equal to the pre-Telethon funds received by the DNC from their respective States;

(3) Third, an amount equal to one-half ($\frac{1}{2}$) of the aggregate amount distributed to the participating State Committees under subparagraph 3(a)(2) shall be distributed to the DNC; and

(4) Fourth, one-half of the net Telethon proceeds from contributions in each participating State remaining after the contributions and distributions referred to in subparagraphs 3(a)(1), (2) and (3) (which payments and distributions shall be allocated among the States in the proportions which the Telethon proceeds from contributors in the State bear to the total Telethon proceeds) shall be distributed to each participating State Committee which has raised the full amount of its pre-Telethon fundraising goal, and a proportional amount shall be distributed to each participating State Committee which has not met its pre-Telethon fundraising goal, according to the percentage of its goal actually raised; the balance of the net Telethon proceeds shall be distributed to the DNC.

(b) Definition of Telethon Proceeds. For the purpose of this Agreement, the "Telethon proceeds" shall include all funds received on or before August 31, 1983, from one-time contributors as a result of Telethon solicitations (but not pre-Telethon funds received on or before May 28, 1983) and all funds received on or before May 30, 1984, from sustaining contributor pledges (and other belated one-time contributors) as a result of Telethon solicitations or follow-up solicitations by DNT, provided, in the case of sustaining contributor pledges, that as to any participating State, the names of such contributors are retained and solicited by DNT or the DNC during the period rather than by the State Committee directly.

(c) Distribution of Proceeds. An initial distribution of the Telethon proceeds shall be made as soon as practicable, provided that the DNT may retain such an amount as it deems reasonably required as a reserve to provide for any unpaid or contingent expenses and liabilities, including winding up the Telethon finances and affairs and, as to State Committees which elect to participate in solicitations pursuant to Telethon contributor pledges, the expenses of such further solicitations.

(d) 1984 Campaign Set-Aside. It shall be the policy of the DNC and the DSC that half of the net Telethon proceeds received by each will, to the extent practicable, be used in support of the 1984 Democratic presidential, senatorial, congressional and other candidates.

(e) Accounting. Both DNT and the DSC shall maintain complete and accurate books and records of all Telethon funds handled by them, which books and records shall be available for examination by the other party to any extent reasonably requested. The DNT shall provide each participating State Committee a financial accounting for the Telethon, including a statement of the pre-Telethon funds and Telethon proceeds from the State.

4. Ownership and Use of Program and Contributor Data.

(a) Program. The Telethon program and all associated materials and rights shall be the sole property of the DNC. In the event that the Telethon program or portions thereof shall in the future be rebroadcast under the sponsorship of the DNC for fundraising purposes, the DNC shall enter into good faith discussions with the State Committees for any States in which such broadcast is expected to occur as to any mutually acceptable basis for the State Committees' participation in the financing for, and any proceeds from, such further broadcast of the Telethon program.

(b) Contributor Data. All records of Telethon contributors and associated data shall be the sole and confidential property of the DNC, except that the DNC will provide to the DSC and each participating State Committee lists of the names and associated data of all Telethon contributors from their respective States. The list of Telethon contributors (or pledgors) will be delivered to the DSC on or before July 31, 1983, or as soon thereafter as practicable, provided that, if the DSC elects in writing to share in contributions received on or before May 30, 1984, from follow-up solicitations of Telethon sustaining contributor pledges, the DNC shall retain the list of such sustaining contributors for such solicitation and instead provide such list to the DSC promptly after May 30, 1984 (but DNT shall advise the DSC of the number of such sustaining contributors and total amount of pledges from the DSC's State). Except as provided in this Agreement, neither the DNC, the DSC nor other State Committee will have any right to any proceeds from future solicitations of Telethon Contributors by any other committee.

5. Campaign Finance Laws.

(a) Compliance. The DNT and the DSC shall comply with, and all loans (transfers), contributions and expenditures shall be made in accordance with, all limitations and other requirements of the FECA and any other applicable federal and state laws and regulations. If requested, DNT shall assist the DSC in qualifying and establishing a "federal account" under the FECA.

(b) Federal Funds. All loans and contributions used to pay expenses incurred by either DNT or the DSC in support of the Telethon (including all pre-Telethon funds and all DSC expenses for state Telethon personnel, local publicity and promotion, etc.) shall be in amounts and from sources consistent with the FECA and shall be made exclusively from funds deposited in "federal accounts" maintained by DNT and the DSC under the FECA.

(c) Non-federal Funds. The DNT and the DNC will endeavor to raise other contributions from corporations, labor unions and from political committees and individuals in excess of FECA limits for use other than in connection with federal elections in jurisdictions which permit the use of such funds. In the event that the laws applicable to the DSC permit use of such funds in connection with state and local elections in such jurisdiction, such funds shall be shared between the DNC and the DSC on the same basis as Telethon proceeds raised pursuant to the FECA.

6. Miscellaneous.

(a) Disputes. The right of the DSC to receive Telethon proceeds shall be subject to the DSC's compliance with all of the terms and conditions of this Agreement and continuing cooperation with the DNT by the DSC Chairperson and other DSC personnel designated to work on the Telethon. Any dispute, claim or question of interpretation arising out of or relating to this Agreement shall be resolved in a final and binding manner by the President of DNT, in consultation with the Chairman of the DNT and the President of the Association of State Democratic Chairs, subject to their obligation to use good faith in reaching such resolution.

(b) Liability and Indemnity. Nothing in this Agreement shall be construed to constitute either party a partner, employee or agent of the other, nor shall either party have authority to bind the other in any respect, it being intended that each party shall remain an independent contractor solely responsible for its own actions. Neither DNT nor the DNC shall be liable under any contracts or obligations of the DSC, apart from this Agreement, or for any act or omissions of the DSC and its officers, employees and agents. The DSC agrees to indemnify and hold harmless DNT, the DNC and their officers, employees and agents from any and all claims, losses, damages and expenses in any manner resulting from or arising out of the performance or breach of the DSC's obligations under this Agreement.

(c) Termination. DNT may, by written notice to the DSC, terminate this Agreement if the DSC fails to comply with all of the terms and conditions of this Agreement.

(d) Notices. All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be deemed to have been duly given when sent by first-class, registered or certified mail, return receipt requested, with postage paid, when personally delivered by hand, or when transmitted by cable, telex or telegraph, addressed as follows:

If to DNT:

Democratic National Telethon V, Inc.
1623 Massachusetts Avenue, N.W.
Washington, D.C. 20036
Attention: Ursula Culver

If to DSC:

Democratic State Committee

Attention: _____

Either party's address may be changed by written notice to other party.

(e) General. This instrument contains the entire agreement of the parties and supersedes all other agreements or understandings between them with respect to the matters provided for herein. This instrument may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of a waiver, change, extension or discharge is sought. All covenants and indemnities made herein by either party shall survive the execution and delivery of the Agreement and any review or investigation made by or on behalf of the other party and shall bind and inure to the benefit of their respective successors and assigns, provided that the rights and obligations of a party to this Agreement shall not be assignable without the prior written consent of the other party hereto, except in the case of DNT and DNC, to another entity wholly owned or controlled by the DNC. Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement. The Agreement shall be governed by the laws of the District of Columbia (not including the choice of law rules thereof).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first hereinabove set forth.

DEMOCRATIC STATE COMMITTEE

State of West Virginia

By Bob Gardner
Chairperson

DSC Pre-Telethon Funds Goal:

\$ 7,000.⁰⁰

DEMOCRATIC NATIONAL TELETHON
V, INC.

By John Y. Brown, Jr.
Chairman

By Charles T. Manatt
Charles T. Manatt, President

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

March 21, 1985

John Carroll, Esquire
Democratic National Committee
20 Ivy Street, S.E.
Washington, D.C. 20003

Re: MUR 1900
Democratic National Committee
and Paul Kirk, treasurer

Dear Mr. Carroll:

This is in reference to your letter dated March 19, 1985, requesting an extension until April 25, 1985 to respond to the Commission's request for documents. After considering the circumstances presented in your letter, the Commission has determined to grant your requested extension only until April 11, 1985.

If you have any questions, please contact Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

Charles N. Steele
General Counsel


By: Kenneth A. Gross
Associate General Counsel

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ACC# 6930

**DEMOCRATIC
NATIONAL COMMITTEE**

20 Ivy Street, S.E. Washington, D.C. 20003

(202) 863-8000

BY MESSENGER

March 19, 1985

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GENERAL COUNSEL

Eric Kleinfeld, Esq.
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 1900

Dear Mr. Kleinfeld:

On behalf of the Democratic National Committee and Paul G. Kirk as Treasurer (collectively the "DNC"), I am writing to request an additional thirty days in which to respond to the Federal Election Commission's reason to believe determination in the above referenced matter.

By letter dated March 11, 1985 and received by my office on March 15, 1985, the Commission advised the DNC that it found reason to believe that the DNC may have violated 2 U.S.C. §441b by allegedly accepting certain funds from impermissible sources in April and May of 1983. As part of this investigation, the Commission has requested copies of the joint fundraising agreements entered into by each of the five state committees identified in MUR 1900.

In order to fully respond to the Commission's findings and in light of prior caseload commitments on the part of those attorneys who will be handling this matter on behalf of the DNC, I hereby request that the DNC be granted additional time through and including April 25, 1985 in which to respond to MUR 1900.

Please call me at 863-8095 if you have any questions concerning this request.

Sincerely,



John M. Carroll
Counsel

JMC/gtd

cc: Paul G. Kirk, Jr.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
DNC Services Corporation/)
Democratic National Committee)
Paul G. Kirk, as Treasurer)
Alabama Democratic State Party)
Dick Humphrey, as Treasurer) RAD REFERRAL 84L-33A-F
Democratic State Central)
Committee (Connecticut))
Maureen G. Satti, as Treasurer)
Democratic Executive Committee)
of Florida)
Monnie J. Yungkans, as Treasurer)
Washington State Democratic)
Central Committee)
Clay Beck, as Treasurer)
West Virginia State Democratic)
Executive Committee)
Deborah F. Philips, as Treasurer)

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the
Federal Election Commission executive session of
February 26, 1985, do hereby certify that the Commission
took the following actions with respect to the above-captioned
matter:

1. Decided by a vote of 6-0 to
 - a) Open a MUR.

(continued)

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- b) Find reason to believe that the Alabama Democratic State Party and Dick Humphrey, as Treasurer, violated 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv).
 - c) Find reason to believe that the Democratic State Central Committee (Connecticut) and Maureen G. Satti, as Treasurer, violated 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv).
 - d) Find reason to believe that the Democratic Executive Committee of Florida and Monnie J. Yungkans, as Treasurer, violated 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv).
 - e) Find reason to believe that the Washington State Democratic Central Committee and Clay Beck, as Treasurer, violated 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv).
 - f) Find reason to believe that the West Virginia State Democratic Executive Committee and Deborah F. Phillips, as Treasurer, violated 2 U.S.C. § 441b as amended, and 11 C.F.R. § 102.6(a)(1)(iv).
 - g) Approve and authorize the sending of the letters, General Counsel's Legal and Factual Analysis, and Questions for Respondents, as recommended in the General Counsel's report dated February 19, 1985, subject to amendment of the Questions for Respondents as agreed during the discussion in the meeting.

Commissioners Aikens, Elliott, Harris, McDonald,
McGarry and Reiche voted affirmatively for the decision.

(continued)

2. Decided by a vote of 4-2 to find reason to believe that the Democratic National Committee and Paul G. Kirk, as Treasurer, violated 2 U.S.C. § 441b and 11 C.F.R. § 102.6(a)(1)(iv).

Commissioners Aikens, Elliott, McGarry, and Reiche voted affirmatively for this decision; Commissioners Harris and McDonald dissented.

Attest:

2-27-85

Date

Marjorie W. Emmons

Marjorie W. Emmons
Secretary of the Commission

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EX 3/6/85



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Clay Beck, Treasurer
Washington State Democratic Central Committee
1701 Smith Tower
Seattle, Washington 98104

RE: MUR 1900
Washington State Democratic
Central Committee and Clay
Beck, as Treasurer

Dear Mr. Beck:

On February 26, 1985, the Federal Election Commission determined that there is reason to believe the Washington State Democratic Central Committee and you, as treasurer, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 C.F.R. § 102.6 of the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten days of your receipt of this letter. Statements should be submitted under oath.

In the absence of any additional information which demonstrates that no further action should be taken against your committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

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Clay Beck, Treasurer
Washington State Democratic Central Committee
Page 2

The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

John Warren McGarry
Chairman

Enclosures

Interrogatories
General Counsel's Factual and Legal Analysis
Procedures
Designation of Counsel Statement

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 11, 1985

Clay Beck, Treasurer
Washington State Democratic Central Committee
1701 Smith Tower
Seattle, Washington 98104

RE: MUR 1900
Washington State Democratic
Central Committee and Clay
Beck, as Treasurer

Dear Mr. Beck:

On February 26, 1985, the Federal Election Commission determined that there is reason to believe the Washington State Democratic Central Committee and you, as treasurer, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 C.F.R. § 102.6 of the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten days of your receipt of this letter. Statements should be submitted under oath.

In the absence of any additional information which demonstrates that no further action should be taken against your committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

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Clay Beck, Treasurer
Washington State Democratic Central Committee
Page 2

The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,


John Warren McGarry
Chairman

Enclosures

Interrogatories
General Counsel's Factual and Legal Analysis
Procedures
Designation of Counsel Statement

26040570254

INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS FOR THE
WASHINGTON STATE DEMOCRATIC CENTRAL COMMITTEE

On February 26, 1985, the Federal Election Commission ("Commission") determined there was reason to believe the Washington State Democratic Central Committee and Clay Beck, as Treasurer, violated 2 U.S.C. § 441b of the Federal Election Campaign Act, as amended, ("Act") and 11 C.F.R. § 102.6(a)(1)(iv) of the Commission's Regulations. Specifically the Commission determined that the Washington State Democratic Central Committee and Clay Beck, as Treasurer, transferred funds collected from non-permissible sources to the Democratic National Committee ("DNC") as advances for a joint fundraising event (the Democratic National Telethon). As part of its investigation into this matter, the Commission requests that answers be provided to the following interrogatories. In responding to the questions below, state the accounting method used and any assumptions made, upon which the answers are based.

1. a) Was any of the money contained in your non-Federal account attributable to corporate contributions?
- b) If so, state the total amount of funds in your non-Federal account which had a corporate source, as of the dates of the transfer to the DNC, April 27 and May 17, 1983.
2. a) Was any of the money contained in your non-Federal account attributable to labor union contributions?
- b) If so, state the total amount of funds in your non-Federal account which had a union source, as of the dates of the transfer to the DNC, April 27 and May 17, 1983.
3. a) Was any of the money contained in your non-Federal account attributable to other non-permissible sources under the Act? (See, e.g., 2 U.S.C. §§ 441c, 441e and 441f).
- b) If so, state the total amount of funds in your non-Federal account which came from other non-permissible sources, as of the dates of the transfer to the DNC, April 27 and May 17, 1983.
4. Please submit a copy of the joint fundraising agreement executed between the Washington State Democratic Central Committee, and the Democratic National Committee, covering the Democratic National Telethon.

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GENERAL COUNSEL'S LEGAL AND FACTUAL ANALYSIS

RESPONDENT: Washington State Democratic Central Committee
Clay Beck, as Treasurer MUR NO. 1900

SUMMARY OF ALLEGATIONS

This matter was referred to the Office of General Counsel by the Reports Analysis Division ("RAD") after their review of reports filed by the Democratic National Committee ("DNC"), and the Washington State Democratic Central Committee ("Washington Committee").

The Washington Committee was referred to this office for transferring funds from its non-Federal account to DNC's Federal account, in connection with a joint fundraiser. RAD based its referral on alleged violations of 11 C.F.R. § 102.5 which requires an organization that finances both Federal and non-Federal elections to make transfers in connection with a Federal election only from a Federal account.

FACTUAL AND LEGAL ANALYSIS

The DNC's 1983 May Monthly and June Monthly Reports disclosed the receipt of funds from various state party committees. RAD discovered that the Washington Committee had failed to disclose any disbursement of funds to correspond to the receipt of such funds originally disclosed by DNC. An investigation was conducted by RAD to determine whether or not the DNC had received funds from non-Federal accounts, and in turn, whether or not these funds originated from sources prohibited by the Act.

Appropriate notices were sent by RAD to the DNC and the Washington Committee on August 23, 1984. On October 5, 1984, a written response was received from the DNC. DNC indicated that

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in 1983 it had conducted a telethon fundraising event. This national telethon was structured as a joint fundraiser between the Democratic National Telethon (DNT), an arm of the DNC, and participating Democratic state committees. According to DNC, each of the receipts it had disclosed represented pre-telethon funds advanced to DNT to cover each state party organization's share of the telethon's costs.

According to DNC, all pre-telethon funds were deposited into a separate segregated telethon account. Each state committee participating in the telethon was required to enter into a joint fundraising agreement with DNT, which established the requirements that all pre-telethon funds transferred by the state committees, would derive solely from a Federal account and that such funds would be raised in compliance with the Act.

DNC admits in its response to RAD that certain state committees advanced funds from non-Federal accounts as their share of pre-telethon expenses. However, DNC states that this use of funds was unknown to DNC, as evidenced by the fact that all advances were repaid to the state committees exclusively from federal funds.

The Washington Committee responded individually to RAD and admitted that the funds it advanced for the telethon were transferred from a non-Federal account. The Washington Committee admits that a portion of the advance came from a money market account containing "soft money."

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RAD's referral is based on alleged violations of 11 C.F.R. § 102.5. Under this regulation, an organization which finances both Federal and non-Federal elections may only make disbursements in connection with a Federal election from a separate Federal account. No transfer may be made to the Federal account from any account maintained for a different purpose. Accordingly, the Federal account may only contain funds subject to the prohibitions and limitations of the Act. However, reliance on § 102.5 would appear to be misplaced in the instant referral. Section 102.5 deals with a single organization or a sole entity which is financing both Federal and non-Federal elections and which makes a transfer between its Federal and non-Federal accounts. In the present case, multiple entities are involved and the circumstances reflect transfers between organizations, i.e. from the non-Federal account of a state committee to a Federal account of the DNC. Such a situation more properly comes under the purview of 11 C.F.R. § 102.6 concerning transfers of funds.

Section 102.6 provides that party committees may transfer among each other funds in unlimited amounts.

11 C.F.R. § 102.6(a)(ii). However, any such transfers "shall be made only from funds which are permissible under the Act."

11 C.F.R. § 102.6(a)(iv). The fact that the activity in the present case was conducted in the form of a joint fundraiser would not change the requirement that the funds advanced be generated only from permissible sources. The Regulations on

joint fundraising, 11 C.F.R. § 102.17, permit unlimited amounts to be advanced to cover fundraising costs, but are silent as to whether such funds must be from permissible sources, thus deferring to § 102.6 as governing the sources of transferred funds.

Funds advanced to the DNC from the Washington Committee were admitted, in a meeting between RAD representatives and the Executive Director of the Washington State Democratic Party, to contain, in part, "soft money." A joint fundraising transfer herein which contained funds from prohibited sources would violate 11 C.F.R. §102.6. For this reason, the General Counsel recommends that the Commission find reason to believe that the Washington Committee and Clay Beck, as Treasurer, violated 2 U.S.C. § 441b of the Act and 11 C.F.R. § 102.6 of the Commission's Regulations by transferring funds from its non-Federal accounts to DNC's Federal account, when such funds had not been subject to the Act's prohibitions.

The following chart indicates DNC receipts from the non-Federal account of the Washington Committee:

DNC RECEIPTS FROM NON-FEDERAL ACCOUNTS

<u>State</u>	<u>Date Received</u>	<u>Amount Received</u>	<u>Date of Repayment</u>	<u>Amount of Repayment</u>
Washington	4/27/83	\$13,924.06	7/06/83	\$ 5,625.01
	5/17/83	8,575.94	9/30/83	12,500.00
			10/30/83	4,374.00

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

OK 3/6/85

Monnie J. Yungkans, Treasurer
Democratic Executive Committee of Florida
517 North Calhoun Street
P.O. Box 1758
Tallahassee, Florida 32302

RE: MUR 1900
Democratic Executive Committee
of Florida and Monnie J.
Yungkans, as Treasurer

Dear Ms. Yungkans:

On February 26, 1985, the Federal Election Commission determined that there is reason to believe the Democratic Executive Committee of Florida and you, as treasurer, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 C.F.R. § 102.6 of the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten days of your receipt of this letter. Statements should be submitted under oath.

In the absence of any additional information which demonstrates that no further action should be taken against your committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

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Monnie J. Yungkans, Treasurer
Democratic Executive Committee of Florida
Page 2

The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

John Warren McGarry
Chairman

Enclosures

Interrogatories
General Counsel's Factual and Legal Analysis
Procedures
Designation of Counsel Statement

26740570261



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 11, 1985

Monnie J. Yungkans, Treasurer
Democratic Executive Committee of Florida
517 North Calhoun Street
P.O. Box 1758
Tallahassee, Florida 32302

RE: MUR 1900
Democratic Executive Committee
of Florida and Monnie J.
Yungkans, as Treasurer

Dear Ms. Yungkans:

On February 26, 1985, the Federal Election Commission determined that there is reason to believe the Democratic Executive Committee of Florida and you, as treasurer, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 C.F.R. § 102.6 of the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten days of your receipt of this letter. Statements should be submitted under oath.

In the absence of any additional information which demonstrates that no further action should be taken against your committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

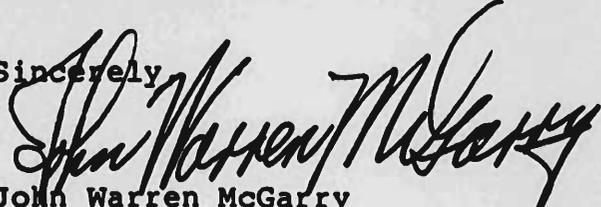
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Monnie J. Yungkans, Treasurer
Democratic Executive Committee of Florida
Page 2

The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,


John Warren McGarry
Chairman

Enclosures

Interrogatories
General Counsel's Factual and Legal Analysis
Procedures
Designation of Counsel Statement

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INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS FOR THE
DEMOCRATIC EXECUTIVE COMMITTEE OF FLORIDA

On February 26, 1985, the Federal Election Commission ("Commission") determined there was reason to believe the Democratic Executive Committee of Florida and Monnie J. Yungkans, as Treasurer, violated 2 U.S.C. § 441b of the Federal Election Campaign Act, as amended, ("Act") and 11 C.F.R. § 102.6(a)(1)(iv) of the Commission's Regulations. Specifically the Commission determined that the Democratic Executive Committee of Florida and Monnie J. Yungkans, as Treasurer, transferred funds collected from non-permissible sources to the Democratic National Committee ("DNC") as advances for a joint fundraising event (the Democratic National Telethon). As part of its investigation into this matter, the Commission requests that answers be provided to the following interrogatories. In responding to the questions below, state the accounting method used and any assumptions made, upon which answers are based.

1. a) Was any of the money contained in your non-Federal account attributable to corporate contributions?
b) If so, state the total amount of funds in your non-Federal account which had a corporate source, as of the date of the transfer to the DNC, May 12, 1983.
2. a) Was any of the money contained in your non-Federal account attributable to labor union contributions?
b) If so, state the total amount of funds in your non-Federal account which had a union source, as of the date of the transfer to the DNC, May 12, 1983.
3. a) Was any of the money contained in your non-Federal account attributable to other non-permissible sources under the Act? (See, e.g., 2 U.S.C. §§ 441c, 441e and 441f).
b) If so, state the total amount of funds in your non-Federal account which came from other non-permissible sources, as of the date of the transfer to the DNC, May 12, 1983.
4. Please submit a copy of the joint fundraising agreement executed between the Democratic Executive Committee of Florida, and the Democratic National Committee, covering the Democratic National Telethon.

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GENERAL COUNSEL'S LEGAL AND FACTUAL ANALYSIS

RESPONDENT: Democratic Executive Committee of Florida
Monnie J. Yungkans, as Treasurer MUR No. 1900

SUMMARY OF ALLEGATIONS

This matter was referred to the Office of General Counsel by the Reports Analysis Division ("RAD") after their review of reports filed by the Democratic National Committee ("DNC"), and the Democratic Executive Committee of Florida ("Florida Committee").

The Florida Committee was referred to this office for transferring funds from its non-Federal account to DNC's Federal account, in connection with a joint fundraiser. RAD based its referral on alleged violations of 11 C.F.R. § 102.5 which requires an organization that finances both Federal and non-Federal elections to make transfers in connection with a Federal election only from a Federal account.

FACTUAL AND LEGAL ANALYSIS

The DNC's 1983 May Monthly and June Monthly Reports disclosed the receipt of funds from various state party committees. RAD discovered that the Florida Committee had failed to disclose any disbursement of funds to correspond to the receipt of such funds originally disclosed by DNC. An investigation was conducted by RAD to determine whether or not the DNC had received funds from non-Federal accounts, and in turn, whether or not these funds originated from sources prohibited by the Act.

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Appropriate notices were sent by RAD to the DNC and the Florida Committee on August 23, 1984. On October 5, 1984, a written response was received from the DNC. DNC indicated that in 1983 it had conducted a telethon fundraising event. This national telethon was structured as a joint fundraiser between the Democratic National Telethon (DNT), an arm of the DNC, and participating Democratic state committees. According to DNC, each of the receipts it had disclosed represented pre-telethon funds advanced to DNT to cover each state party organization's share of the telethon's costs.

According to DNC, all pre-telethon funds were deposited into a separate segregated telethon account. Each state committee participating in the telethon was required to enter into a joint fundraising agreement with DNT, which established the requirements that all pre-telethon funds transferred by the state committees, would derive solely from a Federal account and that such funds would be raised in compliance with the Act.

DNC admits in its response to RAD that certain state committees advanced funds from non-Federal accounts as their share of pre-telethon expenses. However, DNC states that this use of funds was unknown to DNC, as evidenced by the fact that all advances were repaid to the state committees exclusively from federal funds.

The Florida Committee responded individually to RAD and admitted that the funds they advanced for the telethon were transferred from a non-Federal account. The Florida Committee

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claimed its non-Federal account contained enough permissible funds to cover the advance.

RAD's referral is based on alleged violations of 11 C.F.R. § 102.5. Under this regulation, an organization which finances both Federal and non-Federal elections may only make disbursements in connection with a Federal election from a separate Federal account. No transfer may be made to the Federal account from any account maintained for a different purpose. Accordingly, the Federal account may only contain funds subject to the prohibitions and limitations of the Act. However, reliance on § 102.5 would appear to be misplaced in the instant referral. Section 102.5 deals with a single organization or a sole entity which is financing both Federal and non-Federal elections and which makes a transfer between its Federal and non-Federal accounts. In the present case, multiple entities are involved and the circumstances reflect transfers between organizations, i.e. from the non-Federal account of a state committee to a Federal account of the DNC. Such a situation more properly comes under the purview of 11 C.F.R. § 102.6 concerning transfers of funds.

Section 102.6 provides that party committees may transfer among each other funds in unlimited amounts.

11 C.F.R. § 102.6(a)(ii). However, any such transfers "shall be made only from funds which are permissible under the Act."

11 C.F.R. § 102.6(a)(iv). The fact that the activity in the present case was conducted in the form of a joint fundraiser would not change the requirement that the funds advanced be

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generated only from permissible sources. The Regulations on joint fundraising, 11 C.F.R. § 102.17, permit unlimited amounts to be advanced to cover fundraising costs, but are silent as to whether such funds must be from permissible sources, thus deferring to § 102.6 as governing the sources of transferred funds.

The Florida Committee transferred funds to the DNC from its non-Federal account which may or may not have contained funds derived from sources prohibited by the Act.*/ A joint fundraising transfer which contained funds from prohibited sources would violate 11 C.F.R. §102.6. For this reason, the General Counsel recommends that the Commission find reason to believe that the Florida Committee and Monnie J. Yungkans, as Treasurer, violated 2 U.S.C. § 441b of the Act and 11 C.F.R. § 102.6 of the Commission's Regulations by transferring funds from its non-Federal account to DNC's Federal account, when such funds had not been subject to the Act's prohibitions.

The following chart indicates DNC receipts from the non-Federal account of the Florida Committee:

DNC RECEIPTS FROM NON-FEDERAL ACCOUNTS

<u>State</u>	<u>Date Received</u>	<u>Amount Received</u>	<u>Date of Repayment</u>	<u>Amount of Repayment</u>
Florida	5/12/83	\$42,000	7/06/83	\$10,500
			11/10/83	21,000
			3/01/84	10,500

*/ RAD's investigation did not disclose the precise sources of funds in the Florida Committee's non-Federal account. However, it is likely from its respective response to RAD that the Florida Committee had accepted funds from sources prohibited under the Act into its non-Federal account.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

OK 3/6/85

Maureen G. Satti, Treasurer
Democratic State Central Committee
634 Asylum Avenue
Hartford, Connecticut 06105

RE: MUR 1900
Democratic State Central
Committee
and Maureen G. Satti, as
Treasurer

Dear Ms. Satti:

On February 26, 1985, the Federal Election Commission determined that there is reason to believe the Democratic State Central Committee and you, as treasurer, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 C.F.R. § 102.6 of the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten days of your receipt of this letter. Statements should be submitted under oath.

In the absence of any additional information which demonstrates that no further action should be taken against your committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

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Maureen G. Satti, Treasurer
Democratic State Central Committee
Page 2

The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

John Warren McGarry
Chairman

Enclosures

- Interrogatories
- General Counsel's Factual and Legal Analysis
- Procedures
- Designation of Counsel Statement

86040570270



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 11, 1985

Maureen G. Satti, Treasurer
Democratic State Central Committee
634 Asylum Avenue
Hartford, Connecticut 06105

RE: MUR 1900
Democratic State Central
Committee
and Maureen G. Satti, as
Treasurer

Dear Ms. Satti:

On February 26, 1985, the Federal Election Commission determined that there is reason to believe the Democratic State Central Committee and you, as treasurer, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 C.F.R. § 102.6 of the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten days of your receipt of this letter. Statements should be submitted under oath.

In the absence of any additional information which demonstrates that no further action should be taken against your committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

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Maureen G. Satti, Treasurer
Democratic State Central Committee
Page 2

The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,


John Warren McGarry
Chairman

Enclosures

Interrogatories
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Designation of Counsel Statement

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INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS FOR THE
DEMOCRATIC STATE CENTRAL COMMITTEE

On February 26, 1985, the Federal Election Commission ("Commission") determined there was reason to believe the Democratic State Central Committee and Maureen G. Satti, as Treasurer, violated 2 U.S.C. § 441b of the Federal Election Campaign Act, as amended, ("Act") and 11 C.F.R. § 102.6(a)(1)(iv) of the Commission's Regulations. Specifically the Commission determined that the Democratic State Central Committee and Maureen G. Satti, as Treasurer, transferred funds collected from non-permissible sources to the Democratic National Committee ("DNC") as advances for a joint fundraising event (the Democratic National Telethon). As part of its investigation into this matter, the Commission requests that answers be provided to the following interrogatories. In responding to the questions below, state the accounting method used and any assumptions made, upon which the answers are based.

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1. a) Was any of the money contained in your non-Federal account attributable to corporate contributions?
b) If so, state the total amount of funds in your non-Federal account which had a corporate source, as of the date of the transfer to the DNC, May 20, 1983.
 2. a) Was any of the money contained in your non-Federal account attributable to labor union contributions?
b) If so, state the total amount of funds in your non-Federal account which had a union source, as of the date of the transfer to the DNC, May 20, 1983.
 3. a) Was any of the money contained in your non-Federal account attributable to other non-permissible sources under the Act? (See, e.g., 2 U.S.C. §§ 441c, 441e and 441f).
b) If so, state the total amount of funds in your non-Federal account which came from other non-permissible sources, as of the date of the transfer to the DNC, May 20, 1983.
 4. Please submit a copy of the joint fundraising agreement executed between the Democratic State Central Committee, and the Democratic National Committee, covering the Democratic National Telethon.

GENERAL COUNSEL'S LEGAL AND FACTUAL ANALYSIS

RESPONDENT: Democratic State Central Committee MUR NO. 1900
Maureen G. Satti, as Treasurer

SUMMARY OF ALLEGATIONS

This matter was referred to the Office of General Counsel by the Reports Analysis Division ("RAD") after their review of reports filed by the Democratic National Committee ("DNC") and the Democratic State Central Committee ("Connecticut Committee").

The Connecticut Committee was referred to this office for transferring funds from its non-Federal account to DNC's Federal account, in connection with a joint fundraiser. RAD based its referral on alleged violations of 11 C.F.R. § 102.5 which requires an organization that finances both Federal and non-Federal elections to make transfers in connection with a Federal election only from a Federal account.

FACTUAL AND LEGAL ANALYSIS

The DNC's 1983 May Monthly and June Monthly Reports disclosed the receipt of funds from various state party committees. RAD discovered that the Connecticut Committee had failed to file a report disclosing any corresponding disbursement of funds. An investigation was conducted by RAD to determine whether or not the DNC had received funds from non-Federal accounts, and in turn, whether or not these funds originated from sources prohibited by the Act.

Appropriate notices were sent by RAD to the DNC and the Connecticut Committee on August 23, 1984. On October 5, 1984, a written response was received from the DNC. DNC indicated that

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RAD's referral is based on alleged violations of 11 C.F.R. § 102.5. Under this regulation, an organization which finances both Federal and non-Federal elections may only make disbursements in connection with a Federal election from a separate Federal account. No transfer may be made to the Federal account from any account maintained for a different purpose. Accordingly, the Federal account may only contain funds subject to the prohibitions and limitations of the Act. However, reliance on § 102.5 would appear to be misplaced in the instant referral. Section 102.5 deals with a single organization or a sole entity which is financing both Federal and non-Federal elections and which makes a transfer between its Federal and non-Federal accounts. In the present case, multiple entities are involved and the circumstances reflect transfers between organizations, i.e. from the non-Federal account of a state committee to a Federal account of the DNC. Such a situation more properly comes under the purview of 11 C.F.R. § 102.6 concerning transfers of funds.

Section 102.6 provides that party committees may transfer among each other funds in unlimited amounts.

11 C.F.R. § 102.6(a)(ii). However, any such transfers "shall be made only from funds which are permissible under the Act."

11 C.F.R. § 102.6(a)(iv). The fact that the activity in the present case was conducted in the form of a joint fundraiser would not change the requirement that the funds advanced be generated only from permissible sources. The Regulations on joint fundraising, 11 C.F.R. § 102.17, permit unlimited amounts

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to be advanced to cover fundraising costs, but are silent as to whether such funds must be from permissible sources, thus deferring to § 102.6 as governing the sources of transferred funds.

The Connecticut Committee transferred funds to the DNC from a non-Federal account which may or may not have contained funds derived from sources prohibited by the Act.^{1/} A joint fundraising transfer which contained funds from prohibited sources would violate 11 C.F.R. § 102.6. For this reason, the General Counsel recommends that the Commission find reason to believe that the Connecticut Committee and Maureen G. Satti, as Treasurer, violated 2 U.S.C. § 441b of the Act and 11 C.F.R. § 102.6 of the Commission's Regulations by transferring funds from its non-Federal account to DNC's Federal account, when such funds had not been subject to the Act's prohibitions.

The following chart indicates DNC receipts from the non-Federal account of the Connecticut Committee:

DNC RECEIPTS FROM NON-FEDERAL ACCOUNTS

<u>STATE</u>	<u>DATE RECEIVED</u>	<u>AMOUNT RECEIVED</u>	<u>DATE OF REPAYMENT</u>	<u>AMOUNT OF REPAYMENT</u>
Connecticut*/	5/20/83	\$11,000	7/06/83	\$ 2,750
			11/10/83	5,500
			3/01/84	2,750

^{1/} RAD's investigation did not disclose the precise sources of funds in the Connecticut Committee's non-Federal account.

*/ Funds initially received from non-Federal account and transferred to the DNC by the Federal account.

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3/6/85



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Dick Humphrey, Treasurer
Alabama Democratic State Party
306 Jefferson Federal Building
Birmingham, Alabama 35203

RE: MUR 1900
Alabama Democratic State Party
and Dick Humphrey, as
Treasurer

Dear Mr. Humphrey:

On February 26, 1985, the Federal Election Commission determined that there is reason to believe the Alabama Democratic State Party and you, as treasurer, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 C.F.R. § 102.6 of the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten days of your receipt of this letter. Statements should be submitted under oath.

In the absence of any additional information which demonstrates that no further action should be taken against your committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

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Dick Humphrey, Treasurer
Alabama Democratic State Party
Page 2

The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

John Warren McGarry
Chairman

Enclosures

- Interrogatories
- General Counsel's Factual and Legal Analysis
- Procedures
- Designation of Counsel Statement

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 11, 1985

Dick Humphrey, Treasurer
Alabama Democratic State Party
306 Jefferson Federal Building
Birmingham, Alabama 35203

RE: MUR 1900
Alabama Democratic State Party
and Dick Humphrey, as
Treasurer

Dear Mr. Humphrey:

On February 26, 1985, the Federal Election Commission determined that there is reason to believe the Alabama Democratic State Party and you, as treasurer, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 C.F.R. § 102.6 of the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten days of your receipt of this letter. Statements should be submitted under oath.

In the absence of any additional information which demonstrates that no further action should be taken against your committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

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Dick Humphrey, Treasurer
Alabama Democratic State Party
Page 2

The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,



John Warren McGarry
Chairman

Enclosures

Interrogatories
General Counsel's Factual and Legal Analysis
Procedures
Designation of Counsel Statement

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INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS FOR THE
ALABAMA DEMOCRATIC STATE PARTY

On February 26, 1985, the Federal Election Commission ("Commission") determined there was reason to believe the Alabama Democratic State Party and Dick Humphrey, as Treasurer, violated 2 U.S.C. § 441b of the Federal Election Campaign Act, as amended, ("Act") and 11 C.F.R. § 102.6(a)(1)(iv) of the Commission's Regulations. Specifically the Commission determined that the Alabama Democratic State Party and Dick Humphrey, as Treasurer, transferred funds collected from non-permissible sources to the Democratic National Committee ("DNC") as advances for a joint fundraising event (the Democratic National Telethon). As part of its investigation into this matter, the Commission requests that answers be provided to the following interrogatories. In responding to the questions below, state the accounting method used and any assumptions made, upon which the answers are based.

1. a) Was any of the money contained in your non-Federal account attributable to corporate contributions?
b) If so, state the total amount of funds in your non-Federal account which had a corporate source, as of the date of the transfer to the DNC, May 24, 1983.
2. a) Was any of the money contained in your non-Federal account attributable to labor union contributions?
b) If so, state the total amount of funds in your non-Federal account which had a union source, as of the date of the transfer to the DNC, May 24, 1983.
3. a) Was any of the money contained in your non-Federal account attributable to other non-permissible sources under the Act? (See, e.g., 2 U.S.C. §§ 441c, 441e and 441f).
b) If so, state the total amount of funds in your non-Federal account which came from other non-permissible sources, as of the date of the transfer to the DNC, May 24, 1983.
4. Please submit a copy of the joint fundraising agreement executed between the Alabama Democratic State Party and the Democratic National Committee, covering the Democratic National Telethon.

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GENERAL COUNSEL'S LEGAL AND FACTUAL ANALYSIS

RESPONDENT: Alabama Democratic State Party MUR NO. 1900
Dick Humphrey, as Treasurer

SUMMARY OF ALLEGATIONS

This matter was referred to the Office of General Counsel by the Reports Analysis Division ("RAD") after their review of reports filed by the Democratic National Committee ("DNC"), and the Alabama Democratic State Party ("Alabama Committee").

The Alabama Committee was referred to this office for transferring funds from its non-Federal account to DNC's Federal account, in connection with a joint fundraiser. RAD based its referral on alleged violations of 11 C.F.R. § 102.5 which requires an organization that finances both Federal and non-Federal elections to make transfers in connection with a Federal election only from a Federal account.

FACTUAL AND LEGAL ANALYSIS

The DNC's 1983 May Monthly and June Monthly Reports disclosed the receipt of funds from various state party committees. RAD discovered that the Alabama Committee had failed to disclose any disbursement of funds to correspond to the receipt of such funds originally disclosed by DNC. An investigation was conducted by RAD to determine whether or not the DNC had received funds from non-Federal accounts, and in turn, whether or not these funds originated from sources prohibited by the Act.

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Appropriate notices were sent by RAD to the Alabama Committee and DNC on August 23, 1984. On October 5, 1984, a written response was received from the DNC. DNC indicated that in 1983 it had conducted a telethon fundraising event. This national telethon was structured as a joint fundraiser between the Democratic National Telethon (DNT), an arm of the DNC, and participating Democratic state committees. According to DNC, each of the receipts it had disclosed represented pre-telethon funds advanced to DNT to cover each state party organization's share of the telethon's costs.

According to DNC, all pre-telethon funds were deposited into a separate segregated telethon account. Each state committee participating in the telethon was required to enter into a joint fundraising agreement with DNT, which established the requirements that all pre-telethon funds transferred by the state committees, would derive solely from a Federal account and that such funds would be raised in compliance with the Act.

DNC admits in its response to RAD that certain state committees advanced funds from non-Federal accounts as their share of pre-telethon expenses. However, DNC states that this use of funds was unknown to DNC, as evidenced by the fact that all advances were repaid to the state committees exclusively from federal funds.

The Alabama Committee responded individually to RAD. The Alabama Committee admitted that the funds it advanced for the telethon were transferred from a non-Federal account. Further,

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the Alabama Committee denied that its non-Federal account contained any contributions from corporate or union sources.

RAD's referral is based on alleged violations of 11 C.F.R. § 102.5. Under this regulation, an organization which finances both Federal and non-Federal elections may only make disbursements in connection with a Federal election from a separate Federal account. No transfer may be made to the Federal account from any account maintained for a different purpose. Accordingly, the Federal account may only contain funds subject to the prohibitions and limitations of the Act. However, reliance on § 102.5 would appear to be misplaced in the instant referral. Section 102.5 deals with a single organization or a sole entity which is financing both Federal and non-Federal elections and which makes a transfer between its Federal and non-Federal accounts. In the present case, multiple entities are involved and the circumstances reflect transfers between organizations, i.e. from the non-Federal account of a state committee to a Federal account of the DNC. Such a situation more properly comes under the purview of 11 C.F.R. § 102.6 concerning transfers of funds.

Section 102.6 provides that party committees may transfer among each other funds in unlimited amounts.

11 C.F.R. § 102.6(a)(ii). However, any such transfers "shall be made only from funds which are permissible under the Act."

11 C.F.R. § 102.6(a)(iv). The fact that the activity in the present case was conducted in the form of a joint fundraiser would not change the requirement that the funds advanced be

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generated only from permissible sources. The Regulations on joint fundraising, 11 C.F.R. § 102.17, permit unlimited amounts to be advanced to cover fundraising costs, but are silent as to whether such funds must be from permissible sources, thus deferring to § 102.6 as governing the sources of transferred funds.

The Alabama Committee transferred funds to the DNC from its non-Federal account which may or may not have contained funds derived from sources prohibited by the Act.*/ A joint fundraising transfer which contained funds from prohibited sources would violate 11 C.F.R. §102.6. For this reason, the General Counsel recommends that the Commission find reason to believe that the Alabama Committee and Dick Humphrey, as Treasurer, violated 2 U.S.C. § 441b of the Act and 11 C.F.R. § 102.6 of the Commission's Regulations by transferring funds from its non-Federal account to DNC's Federal account, when such funds had not been subject to the Act's prohibitions.

The following chart indicates DNC receipts from the non-Federal account of the Alabama Committee:

DNC RECEIPTS FROM NON-FEDERAL ACCOUNTS

<u>State</u>	<u>Date Received</u>	<u>Amount Received</u>	<u>Date of Repayment</u>	<u>Amount of Repayment</u>
Alabama	5/24/83	\$ 7,500	7/06/83	\$1,875
			11/10/83	3,750
			3/01/84	1,875

*/ RAD's investigation did not disclose the precise sources of funds in the Alabama Committee's non-Federal account. However, it is likely from its response to RAD that the Alabama Committee had accepted funds from sources prohibited under the Act into its non-Federal account.

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

March 11, 1985

Deborah F. Phillips, Treasurer
West Virginia State Democratic Executive Committee
P.O. Box 6067
107 Pennsylvania Avenue
Charleston, West Virginia 25362

RE: MUR 1900
West Virginia State Democratic
Executive Committee and
Deborah F. Phillips, as
Treasurer

Dear Ms. Phillips:

On February 26, 1985, the Federal Election Commission determined that there is reason to believe the West Virginia State Democratic Executive Committee and you, as treasurer, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 C.F.R. & 102.6 of the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten days of your receipt of this letter. Statements should be submitted under oath.

In the absence of any additional information which demonstrates that no further action should be taken against your committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

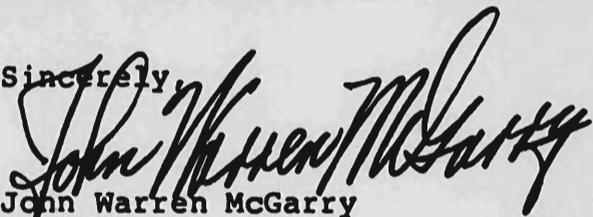
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Deborah F. Phillips, Treasurer
West Virginia State Democratic Executive Committee
Page 2

The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,



John Warren McGarry
Chairman

Enclosures

Interrogatories
General Counsel's Factual and Legal Analysis
Procedures
Designation of Counsel Statement

86040570233

INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS FOR THE
WEST VIRGINIA STATE DEMOCRATIC EXECUTIVE COMMITTEE

On February 26, 1985, the Federal Election Commission ("Commission") determined there was reason to believe the West Virginia State Democratic Executive Committee and Deborah F. Phillips, as Treasurer, violated 2 U.S.C. § 441b of the Federal Election Campaign Act, as amended, ("Act") and 11 C.F.R. § 102.6(a)(1)(iv) of the Commission's Regulations. Specifically the Commission determined that the West Virginia State Democratic Executive Committee and Deborah F. Phillips, as Treasurer, transferred funds collected from non-permissible sources to the Democratic National Committee ("DNC") as advances for a joint fundraising event (the Democratic National Telethon). As part of its investigation into this matter, the Commission requests that answers be provided to the following interrogatories. In responding to the questions below, state the accounting method used and any assumptions made, upon which the answers are based.

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1. a) Was any of the money contained in your non-Federal account attributable to corporate contributions?
b) If so, state the total amount of funds in your non-Federal account which had a corporate source, as of the date of the transfer to the DNC, May 12, 1983.
 2. a) Was any of the money contained in your non-Federal account attributable to labor union contributions?
b) If so, state the total amount of funds in your non-Federal account which had a union source, as of the date of the transfer to the DNC, May 12, 1983.
 3. a) Was any of the money contained in your non-Federal account attributable to other non-permissible sources under the Act? (See, e.g., 2 U.S.C. §§ 441c, 441e and 441f).
b) If so, state the total amount of funds in your non-Federal account which came from other non-permissible sources, as of the date of the transfer to the DNC, May 12, 1983.
 4. Please submit a copy of the joint fundraising agreement executed between the West Virginia State Democratic Executive Committee, and the Democratic National Committee, covering the Democratic National Telethon.

GENERAL COUNSEL'S LEGAL AND FACTUAL ANALYSIS

RESPONDENT: West Virginia State Democratic Executive Committee
Deborah F. Phillips, as Treasurer MUR NO. 1900

SUMMARY OF ALLEGATIONS

This matter was referred to the Office of General Counsel by the Reports Analysis Division ("RAD") after their review of reports filed by the Democratic National Committee ("DNC"), and the West Virginia State Democratic Executive Committee ("West Virginia Committee").

The West Virginia Committee was referred to this office for transferring funds from its non-Federal account to DNC's Federal account, in connection with a joint fundraiser. RAD based its referral on alleged violations of 11 C.F.R. § 102.5 which requires an organization that finances both Federal and non-Federal elections to make transfers in connection with a Federal election only from a Federal account.

FACTUAL AND LEGAL ANALYSIS

The DNC's 1983 May Monthly and June Monthly Reports disclosed the receipt of funds from various state party committees. RAD discovered that the West Virginia Committee had failed to disclose any disbursement of funds to correspond to the receipt of such funds originally disclosed by DNC. An investigation was conducted by RAD to determine whether or not the DNC had received funds from non-Federal accounts, and in turn, whether or not these funds originated from sources prohibited by the Act.

Appropriate notices were sent by RAD to the DNC and the West Virginia Committee on August 23, 1984. On October 5, 1984, a written response was received from the DNC. DNC indicated that

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in 1983 it had conducted a telethon fundraising event. This national telethon was structured as a joint fundraiser between the Democratic National Telethon (DNT), an arm of the DNC, and participating Democratic state committees. According to DNC, each of the receipts it had disclosed represented pre-telethon funds advanced to DNT to cover each state party organization's share of the telethon's costs.

According to DNC, all pre-telethon funds were deposited into a separate segregated telethon account. Each state committee participating in the telethon was required to enter into a joint fundraising agreement with DNT, which established the requirements that all pre-telethon funds transferred by the state committees, would derive solely from a Federal account and that such funds would be raised in compliance with the Act.

DNC admits in its response to RAD that certain state committees advanced funds from non-Federal accounts as their share of pre-telethon expenses. However, DNC states that this use of funds was unknown to DNC, as evidenced by the fact that all advances were repaid to the state committees exclusively from federal funds.

The West Virginia Committee responded individually to RAD and admitted that the funds they advanced for the telethon were transferred from a non-Federal account. The West Virginia Committee denied that its non-Federal account contained any "soft money."

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RAD's referral is based on alleged violations of 11 C.F.R. § 102.5. Under this regulation, an organization which finances both Federal and non-Federal elections may only make disbursements in connection with a Federal election from a separate Federal account. No transfer may be made to the Federal account from any account maintained for a different purpose. Accordingly, the Federal account may only contain funds subject to the prohibitions and limitations of the Act. However, reliance on § 102.5 would appear to be misplaced in the instant referral. Section 102.5 deals with a single organization or a sole entity which is financing both Federal and non-Federal elections and which makes a transfer between its Federal and non-Federal accounts. In the present case, multiple entities are involved and the circumstances reflect transfers between organizations, i.e. from the non-Federal account of a state committee to a Federal account of the DNC. Such a situation more properly comes under the purview of 11 C.F.R. § 102.6 concerning transfers of funds.

Section 102.6 provides that party committees may transfer among each other funds in unlimited amounts.

11 C.F.R. § 102.6(a)(ii). However, any such transfers "shall be made only from funds which are permissible under the Act."

11 C.F.R. § 102.6(a)(iv). The fact that the activity in the present case was conducted in the form of a joint fundraiser would not change the requirement that the funds advanced be generated only from permissible sources. The Regulations on joint fundraising, 11 C.F.R. § 102.17, permit unlimited amounts

to be advanced to cover fundraising costs, but are silent as to whether such funds must be from permissible sources, thus deferring to § 102.6 as governing the sources of transferred funds.

The West Virginia Committee transferred funds to the DNC from its non-Federal account which may or may not have contained funds derived from sources prohibited by the Act.*/ A joint fundraising transfer which contained funds from prohibited sources would violate 11 C.F.R. §102.6. For this reason, the General Counsel recommends that the Commission find reason to believe that the West Virginia Committee and Deborah F. Phillips, as Treasurer, violated 2 U.S.C. § 441b of the Act and 11 C.F.R. § 102.6 of the Commission's Regulations by transferring funds from its non-Federal account to DNC's Federal account, when such funds had not been subject to the Act's prohibitions.

The following chart indicates DNC receipts from the non-Federal account of the West Virginia Committee:

DNC RECEIPTS FROM NON-FEDERAL ACCOUNTS

<u>State</u>	<u>Date Received</u>	<u>Amount Received</u>	<u>Date of Repayment</u>	<u>Amount of Repayment</u>
West Virginia	5/12/83	\$ 7,000	7/06/83	\$ 1,750
			11/10/83	3,500
			3/01/84	1,750

*/ RAD's investigation did not disclose the precise sources of funds in the committees' non-Federal accounts.

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EK 3/6/85



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Paul G. Kirk, Treasurer
Democratic National Committee
1625 Massachusetts Avenue, NW
Washington, D.C. 20036

RE: MUR 1900
Democratic National Committee
and Paul G. Kirk, as Treasurer

Dear Mr. Kirk:

On February 26, 1985, the Federal Election Commission determined that there is reason to believe the Democratic National Committee and you, as treasurer, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 C.F.R. § 102.6 of the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with the requested documents, within ten days of your receipt of this letter. Statements should be submitted under oath.

In the absence of any additional information which demonstrates that no further action should be taken against your committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

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Paul G. Kirk, Treasurer
Democratic National Committee
Page 2

The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

John Warren McGarry
Chairman

Enclosures

- Request for Production of Documents
- General Counsel's Factual and Legal Analysis Procedures
- Designation of Counsel Statement

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 11, 1985

Paul G. Kirk, Treasurer
Democratic National Committee
1625 Massachusetts Avenue, NW
Washington, D.C. 20036

RE: MUR 1900
Democratic National Committee
and Paul G. Kirk, as Treasurer

Dear Mr. Kirk:

On February 26, 1985, the Federal Election Commission determined that there is reason to believe the Democratic National Committee and you, as treasurer, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 C.F.R. § 102.6 of the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with the requested documents, within ten days of your receipt of this letter. Statements should be submitted under oath.

In the absence of any additional information which demonstrates that no further action should be taken against your committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

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Paul G. Kirk, Treasurer
Democratic National Committee
Page 2

The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,



John Warren McGarry
Chairman

Enclosures

Request for Production of Documents
General Counsel's Factual and Legal Analysis
Procedures
Designation of Counsel Statement

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REQUEST FOR DOCUMENTS FROM THE DEMOCRATIC NATIONAL COMMITTEE

On February 26, 1985, the Federal Election Commission ("Commission") determined there was reason to believe the Democratic National Committee and Paul G. Kirk, as Treasurer, violated 2 U.S.C. § 441b of the Federal Election Campaign Act, as amended, ("Act") and 11 C.F.R. § 102.6 of the Commission's Regulations. Specifically, the Commission determined that the Democratic National Committee and Paul G. Kirk, as Treasurer, received funds collected from impermissible sources as advances for a joint fundraising event (the Democratic National Telethon).

As part of its investigation into this matter, the Commission requests the following documents be submitted:

1. A copy of the joint fundraising agreement executed with the Alabama Democratic State Party.
2. A copy of the joint fundraising agreement executed with the Democratic State Central Committee (of Connecticut).
3. A copy of the joint fundraising agreement executed with the Democratic Executive Committee of Florida.
4. A copy of the joint fundraising agreement executed with the Washington State Democratic Central Committee.
5. A copy of the joint fundraising agreement executed with the West Virginia State Democratic Executive Committee.

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GENERAL COUNSEL'S LEGAL AND FACTUAL ANALYSIS

RESPONDENT: DNC Services Corporation/Democratic National Committee
Paul G. Kirk, as Treasurer MUR NO. 1900

SUMMARY OF ALLEGATIONS

This matter was referred to the Office of General Counsel by the Reports Analysis Division ("RAD") after their review of reports filed by the Democratic National Committee ("DNC"), the Alabama Democratic State Party ("Alabama Committee") the Democratic State Central Committee ("Connecticut Committee") the Democratic Executive Committee of Florida ("Florida Committee"), the Washington State Democratic Central Committee ("Washington Committee"), and the West Virginia State Democratic Executive Committee ("West Virginia Committee").

DNC was referred to this office for receiving funds from the non-Federal accounts of state party organizations, as advancements made for joint fundraising expenses. The remaining Respondents, all state party committees, were referred to this office for transferring funds from their non-Federal accounts to DNC's Federal account, in connection with a joint fundraiser. RAD based its referral on alleged violations of 11 C.F.R. § 102.5 which requires an organization that finances both Federal and non-Federal elections to make transfers in connection with a Federal election only from a Federal account.

FACTUAL AND LEGAL ANALYSIS

The DNC's 1983 May Monthly and June Monthly Reports disclosed the receipt of funds from various state party committees. RAD discovered that four of the state committees had failed to disclose any disbursement of funds to correspond to the

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DNC admits in its response to RAD that certain state committees advanced funds from non-Federal accounts as their share of pre-telethon expenses. However, DNC states that this use of funds was unknown to DNC, as evidenced by the fact that all advances were repaid to the state committees exclusively from federal funds.

RAD's referral is based on alleged violations of 11 C.F.R. § 102.5. Under this regulation, an organization which finances both Federal and non-Federal elections may only make disbursements in connection with a Federal election from a separate Federal account. No transfer may be made to the Federal account from any account maintained for a different purpose. Accordingly, the Federal account may only contain funds subject to the prohibitions and limitations of the Act. However, reliance on § 102.5 would appear to be misplaced in the instant referral. Section 102.5 deals with a single organization or a sole entity which is financing both Federal and non-Federal elections and which makes a transfer between its Federal and non-Federal accounts. In the present case, multiple entities are involved and the circumstances reflect transfers between organizations, i.e. from the non-Federal account of a state committee to a Federal account of the DNC. Such a situation more properly comes under the purview of 11 C.F.R. § 102.6 concerning transfers of funds.

Section 102.6 provides that party committees may transfer among each other funds in unlimited amounts. 11 C.F.R. § 102.6(a)(ii). However, any such transfers "shall be

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made only from funds which are permissible under the Act." 11 C.F.R. § 102.6(a)(iv). The fact that the activity in the present case was conducted in the form of a joint fundraiser would not change the requirement that the funds advanced be generated only from permissible sources. The Regulations on joint fundraising, 11 C.F.R. § 102.17, permit unlimited amounts to be advanced to cover fundraising costs, but are silent as to whether such funds must be from permissible sources, thus deferring to § 102.6 as governing the sources of transferred funds.

The state party committees involved in the present referral transferred funds to the DNC from non-Federal accounts which may or may not have contained funds derived from sources prohibited by the Act. Any of the joint fundraising transfers herein which contained funds from prohibited sources would violate 11 C.F.R. §102.6. For this reason, the General Counsel recommends that the Commission find reason to believe that the DNC and Paul G. Kirk, as Treasurer, violated 2 U.S.C. § 441b of the Act and 11 C.F.R. § 102.6 of the Regulations by receiving the transfer of funds from state party committees' non-Federal accounts, which were not subject to the prohibitions of the Act.

The following chart indicates DNC receipts from the non-Federal accounts of the Alabama Committee, Connecticut Committee, Florida Committee, Washington Committee and West Virginia Committee:

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DNC RECEIPTS FROM NON-FEDERAL ACCOUNTS

<u>State</u>	<u>Date Received</u>	<u>Amount Received</u>	<u>Date of Repayment</u>	<u>Amount of Repayment</u>
Alabama	5/24/83	\$ 7,500	7/06/83	\$1,875
			11/10/83	3,750
			3/01/84	1,875
Connecticut*/	5/20/83	\$11,000	7/06/83	\$ 2,750
			11/10/83	5,500
			3/01/84	2,750
Florida	5/12/83	\$42,000	7/06/83	\$10,500
			11/10/83	21,000
			3/01/84	10,500
Washington	4/27/83	\$13,924.06	7/06/83	\$ 5,625.01
	5/17/83	8,575.94	9/30/83	12,500.00
			10/30/83	4,374.00
West Virginia	5/12/83	\$ 7,000	7/06/83	\$ 1,750
			11/10/83	3,500
			3/01/84	1,750

*/ Funds initially received from non-Federal account and transferred to the DNC by the Federal account.

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SENSITIVE

FEDERAL ELECTION COMMISSION
1325 K Street, N.W.
Washington, D.C. 20463

ED
FEC
SECRETARY

FIRST GENERAL COUNSEL'S REPORT

SEP 19 10:21

DATE AND TIME OF TRANSMITTAL
BY OGC TO THE COMMISSION 2/19/85-10:20

REFERRAL 84L-33A-F
DATE COMPLAINT RECEIVED
BY OGC
DATE OF NOTIFICATION TO
RESPONDENT
STAFF MEMBER ERIC KLEINFELD

SOURCE OF REFERRAL: I N T E R N A L L Y G E N E R A T E D

RESPONDENTS' NAME: DNC Services Corporation/Democratic National
Committee
Paul G. Kirk, as Treasurer
Alabama Democratic State Party
Dick Humphrey, as Treasurer
Democratic State Central Committee
Maureen G. Satti, as Treasurer
Democratic Executive Committee of Florida
Monnie J. Yungkans, as Treasurer
Washington State Democratic Central Committee
Clay Beck, as Treasurer
West Virginia State Democratic Executive
Committee
Deborah F. Phillips, as Treasurer

RELEVANT STATUTES: 2 U.S.C. § 441(b)
11 C.F.R. §§ 102.5, 102.6 and 102.17

INTERNAL REPORTS CHECKED: Disclosure Reports

FEDERAL AGENCIES CHECKED: None

GENERATION OF MATTER

This matter was referred to the Office of General Counsel by the Reports Analysis Division ("RAD") after their review of reports filed by the Democratic National Committee ("DNC"), the Alabama Democratic State Party ("Alabama Committee") the Democratic State Central Committee ("Connecticut Committee") the Democratic Executive Committee of Florida ("Florida Committee"),

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the Washington State Democratic Central Committee ("Washington Committee"), and the West Virginia State Democratic Executive Committee ("West Virginia Committee").

SUMMARY OF ALLEGATIONS

DNC was referred to this office for receiving funds from the non-Federal accounts of state party organizations, as advancements made for joint fundraising expenses. The remaining Respondents, all state party committees, were referred to this office for transferring funds from their non-Federal accounts to DNC's Federal account, in connection with a joint fundraiser. RAD based its referral on alleged violations of 11 C.F.R. § 102.5 which requires an organization that finances both Federal and non-Federal elections to make transfers in connection with a Federal election only from a Federal account.

FACTUAL AND LEGAL ANALYSIS

The DNC's 1983 May Monthly and June Monthly Reports disclosed the receipt of funds from various state party committees. RAD discovered that four of the Respondent state committee had failed to disclose any disbursement of funds to correspond to the receipt of such funds originally disclosed by DNC^{1/} and another had failed to file a report at all.^{2/}

^{1/} These committees were the Alabama Committee, the Florida Committee, the Washington Committee and the West Virginia Committee.

^{2/} This committee was the Connecticut Committee.

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RAD inquired whether or not the DNC had received funds from non-Federal accounts, and in turn, whether or not these funds originated from sources prohibited by the Act.

Appropriate notices were sent by RAD to the DNC and the Florida Committee on August 23, 1984. On October 5, 1984, a written response was received from the DNC. DNC indicated that in 1983 it had conducted a telethon fundraising event. This national telethon was structured as a joint fundraiser between the Democratic National Telethon (DNT), an arm of the DNC, and participating Democratic state committees. According to DNC, each of the receipts it had disclosed represented pre-telethon funds advanced to DNT to cover each state party organization's share of the telethon's costs.

According to DNC, all pre-telethon funds were deposited into a separate segregated telethon account. Each state committee participating in the telethon was required to enter into a joint fundraising agreement with DNT, which established the requirements that all pre-telethon funds transferred by the state committees, would derive solely from a Federal account and that such funds would be raised in compliance with the Act.

DNC admits in its response to RAD that certain state committees advanced funds from non-Federal accounts as their share of pre-telethon expenses. However, DNC states that this use of funds was unknown to DNC, as evidenced by the fact that all advances were repaid to the state committees exclusively from federal funds.

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The state party organizations in question responded individually to RAD. All of the state organizations admit that the funds they advanced for the telethon were transferred from non-Federal accounts. All, with the exception of the Washington Committee, deny that they transferred any funds raised from sources prohibited by the Act.^{3/}

RAD's referral is based on alleged violations of 11 C.F.R. § 102.5. Under this regulation, an organization which finances both Federal and non-Federal elections may only make disbursements in connection with a Federal election from a separate Federal account. No transfer may be made to the Federal account from any account maintained for a different purpose. Accordingly, the Federal account may only contain funds subject to the prohibitions and limitations of the Act. However, reliance on § 102.5 would appear to be misplaced in the instant referral. Section 102.5 deals with a single organization or a sole entity which is financing both Federal and non-Federal elections and which makes a transfer between its Federal and non-Federal accounts. In the present case, multiple entities are involved and the circumstances reflect transfers between organizations, i.e. from the non-Federal account of a state

^{3/} The Alabama and Connecticut Committees deny that their non-Federal accounts contain any contributions from corporate or union sources.

The West Virginia Committee denies that its non-Federal account contains any "soft money."

The Florida Committee claims its non-Federal account contained enough permissible funds to cover the advance.

The Washington Committee admits that a portion of its advance came from a money market account containing "soft money."

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committee to a Federal account of the DNC. Such a situation more properly comes under the purview of 11 C.F.R. § 102.6 concerning transfers of funds.

Section 102.6 provides that party committees may transfer among each other funds in unlimited amounts.

11 C.F.R. § 102.6(a)(1)(ii). However, any such transfers "shall be made only from funds which are permissible under the Act."

11 C.F.R. § 102.6(a)(1)(iv). The fact that the activity in the present case was conducted in the form of a joint fundraiser would not change the requirement that the funds advanced be generated only from permissible sources. The Regulations on joint fundraising, 11 C.F.R. § 102.17, permit unlimited amounts to be advanced to cover fundraising costs, but are silent as to whether such funds must be from permissible sources. However, the Federal Election Commission ("Commission") noted in its Explanation and Justification for 11 C.F.R. §§ 102.6 and 102.17, 48 Fed. Reg. 26,296 at 26,298 (1983), that if all participants in a fundraising activity are party committees of the same political party, the participants would not have to adhere to the requirements of Section 102.17, notwithstanding the fact that the parties may have executed a joint fundraising agreement prior to the event. Because the party committees could decide, after the conclusion of the fundraiser, to transfer any amount of the proceeds among themselves pursuant to 2 U.S.C. § 441a(a)(4) and 11 C.F.R. § 102.6, the fact that a joint fundraising agreement had been previously reached would not trigger the joint

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fundraising requirements of this section (for example, to require allocation according to the prearranged formula). Therefore, since party committees can be effectively taken out of the scope of the joint fundraising regulations by the unlimited transfer of funds, their action in advancing funds to another party committee would compel adherence to § 102.6 and its requirements that the transfer of funds be made only from sources permissible under the Act.

Funds advanced to the DNC from one of the state party committees involved (the Washington Committee) were admitted, in a meeting between RAD representatives and the Executive Director of the Washington State Democratic Party, to contain, in part, "soft money." The remaining state party committees involved in the present referral transferred funds to the DNC from non-Federal accounts which may or may not have contained funds derived from sources prohibited by the Act.^{4/} Any of the joint fundraising transfers herein which contained funds from prohibited sources would violate 11 C.F.R. §102.6. For this reason, the General Counsel recommends that the Commission find reason to believe that the DNC and Paul G. Kirk, as Treasurer, violated 2 U.S.C. § 441b of the Act and 11 C.F.R. § 102.6 of the Regulations by receiving the transfer of funds from state party

^{4/} RAD's inquiry did not disclose the precise sources of funds in the committees' non-Federal accounts. However, it is likely from their respective responses to RAD that the Alabama and Florida Committees had accepted funds from sources prohibited under the Act into their non-Federal accounts.

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committees' non-Federal accounts, which were not subject to the prohibitions of the Act. Additionally, the General Counsel recommends that the Commission find reason to believe that the Alabama Committee and Dick Humphrey, as Treasurer, the Connecticut Committee and Maureen G. Satti, as Treasurer, the Florida Committee and Monnie J. Yungkans, as Treasurer, the Washington Committee and Clay Beck, as Treasurer, the West Virginia Committee and Deborah F. Phillips, as Treasurer, violated 2 U.S.C. § 441b of the Act and 11 C.F.R. § 102.6 of the Commission's Regulations by transferring funds from their non-Federal accounts to DNC's Federal account, when such funds had not been subject to the Act's prohibitions.

The following chart indicates DNC receipts from the non-Federal accounts of the Alabama Committee, Connecticut Committee, Florida Committee, Washington Committee and West Virginia Committee:

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DNC RECEIPTS FROM NON-FEDERAL ACCOUNTS

<u>State</u>	<u>Date Received</u>	<u>Amount Received</u>	<u>Date of Repayment</u>	<u>Amount of Repayment</u>
Alabama	5/24/83	\$ 7,500	7/06/83	\$1,875
			11/10/83	3,750
			3/01/84	1,875
Connecticut*/	5/20/83	\$11,000	7/06/83	\$ 2,750
			11/10/83	5,500
			3/01/84	2,750
Florida	5/12/83	\$42,000	7/06/83	\$10,500
			11/10/83	21,000
			3/01/84	10,500
Washington	4/27/83	\$13,924.06	7/06/83	\$ 5,625.01
	5/17/83	8,575.94	9/30/83	12,500.00
			10/30/83	4,374.00
West Virginia	5/12/83	\$ 7,000	7/06/83	\$ 1,750
			11/10/83	3,500
			3/01/84	1,750

*/ Funds initially received from non-Federal account and transferred to the DNC by the Federal account.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

16 November 1984

MEMORANDUM

TO: CHARLES N. STEELE
GENERAL COUNSEL

THROUGH: JOHN C. SURINA *JS*
STAFF DIRECTOR

FROM: JOHN D. GIBSON *JG*
ASSISTANT STAFF DIRECTOR
REPORTS ANALYSIS DIVISION

SUBJECT: REFERRAL OF THE DNC SERVICES CORPORATION/
DEMOCRATIC NATIONAL COMMITTEE

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Attachment

REPORTS ANALYSIS REFERRAL

TO

OFFICE OF GENERAL COUNSEL

DATE: 16 November 1984

ANALYST: Robyn Jameson

I. COMMITTEE: -- DNC Services Corporation/Democratic National Committee (C00010603)
Paul G. Kirk Jr., Treasurer
1625 Massachusetts Avenue, NW
Washington, DC 20036

II. RELEVANT STATUTE: 11 CFR 102.5

III. BACKGROUND:

Receipt of Funds From Non-Federal Accounts

In 1983, the DNC Services Corporation/Democratic National Committee ("DNC") conducted a telethon fundraising event. The DNC apparently received \$101,000 in funds from the non-Federal account of eleven (11) state party organizations. In addition, the DNC received \$11,000 in funds from a state party's Federal account, which originally came from the Committee's non-Federal account. The DNC has repaid all of the "advances" related to the telethon (see Chart and Attachments 2-13).

The DNC's 1983 May and June Monthly Reports disclosed receipts totalling \$15,000 from four (4) unregistered organizations (Attachments 4a, 7a, 9a, and 11a).^{1/}

Delaware Democratic Headquarters	4/25/83	\$3,500
Nevada Democratic Party	5/26/83	\$4,000
Oklahoma Democratic Headquarters	5/13/83	\$5,000
Vermont Democratic Headquarters	4/25/83	\$2,500

Requests for Additional Information ("RFAI's") were sent to the DNC and the four (4) unregistered organizations on April 11, 1984 (Attachments 14 through 19). The DNC was asked to clarify the permissibility of the funds received, while the unregistered organizations were notified that their activities had triggered registration and reporting obligations.

^{1/} The addresses of the organizations in question did not correspond to registered political party committees on file with the Commission.

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DNC SERVICES CORPORATION/
DEMOCRATIC NATIONAL COMMITTEE
REPORTS ANALYSIS OGC REFERRAL
PAGE 2

The DNC responded on April 27, 1984 by stating that the matter was being investigated and clarification would be forthcoming (Attachments 20a and 20b). The unregistered organizations, however, failed to respond and therefore Second Notices were sent on May 3, 1984 (Attachments 21 through 24). A Second Notice was also sent to the DNC on May 17, 1984, since its earlier response had not directly answered the question posed (Attachment 25).

The Chairman of the Democratic Party of Nevada submitted a response on May 21, 1984, which stated that the organization was not a political committee (Attachment 26). "The \$4,000.00, which was paid to the Democratic National Committee, was in essence a loan which has totally been repaid to the Democratic Party of Nevada."

On May 25, 1984, the Executive Director of the Democratic Party of Oklahoma submitted the following response (Attachment 27).

The \$5,000 in question was not a contribution but rather a loan to the Democratic National Committee to help defrey (sic) the cost of the Democratic National Committee telethon. The monies have been repayed to our State Committee at this time. The \$5,000 should not have been listed as a contribution, but as a loan.

A written response was received from the DNC on June 1, 1984 concerning three of the four organizations in question (Attachment 28).^{2/} It stated that the "...payments were not contributions to the DNC, but constituted a one time advance for each organization's participation in a telethon...." The response also noted "that each advance has been fully repaid."

Subsequent to the DNC's response, a further review was conducted to determine whether or not the DNC may have received additional funds from non-Federal accounts. Through this process, it was learned that some of the Federal accounts of the party organizations had not filed reports, and others had failed to disclose a corresponding transfer-out to the DNC.

^{2/} The response referenced the Delaware, Nevada, and Oklahoma Democratic organizations.

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<u>STATE</u>	<u>AMOUNT</u>	<u>NON-FILER</u>	<u>NOT DISCLOSED</u>
Alabama	\$ 7,500		X
Connecticut	\$11,000	X	
Florida	\$42,000		X
Maine	\$ 500	X	
New Hampshire	\$ 2,500	X	
Pennsylvania	\$32,500	X	
South Dakota	\$ 4,000		X
Washington	\$22,000		X
West Virginia	\$ 7,000		X

Appropriate notices were sent to the above-referenced committees on August 23, 1984.^{3/} The DNC was also sent an RFAI on Augsut 23rd concerning additional funds received from non-Federal accounts (Attachment 29).

On September 10, 1984, a written response was received from the DNC stating they were investigating this matter and information would be made available as soon as it was obtained (Attachment 30). Because the DNC failed to clarify if the funds were from Federal accounts, a Second Notice was sent on September 21, 1984 (Attachment 31).

On October 5, 1984, a detailed response was received from the DNC (Attachment 32). This letter stated that the receipts in question represented advances to the Democratic National Telethon (DNT), an arm of the DNC, for participation in a fundraising telethon produced by the DNC. All pre-telethon funds were deposited in a separate account and used for each state committee's share of expenses for the joint fundraiser. In addition, the DNC established an agreement requiring that pre-telethon funds be derived solely from Federal accounts maintained in compliance with the Federal Election Campaign Act of 1971, as amended. Each of the participating state committees was required to enter into this agreement with the DNT. "[T]hat some states may have used non-federal funds was unknown to the DNC until the Commission's inquiry, as evidenced by the fact that repayments to the State Committees were made by DNC/DNT exclusively from federal funds." The DNC further stated "because there were no net proceeds from the telethon, no funds have been available for use by the DNC in connection with federal election activity."

IV. OTHER PENDING MATTERS INITIATED BY RAD:

None.

^{3/} Copies of the notices have been included as attachments in the companion referrals of those state party committees, which have exceeded the non-compliance standards.

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DNC RECEIPTS FROM NON-FEDERAL ACCOUNTS AND REPAYMENTS
Prepared by the Reports Analysis Division

<u>State</u>	<u>Date Received</u>	<u>Amount Received</u>	<u>Date of Payment</u>	<u>Amount of Payment</u>	<u>Attachments</u>
Alabama	5/24/83	\$ 7,500	7/06/83 11/10/83 3/01/84	\$ 1,875 3,750 1,875	2a-d
Connecticut*/	5/20/83	\$11,000	7/06/83 11/10/83 3/01/84	\$ 2,750 5,500 2,750	3a-d
Delaware	4/25/83	\$ 3,500	7/06/83 11/10/83 3/01/84	\$ 875 1,750 875	4a-d
Florida	5/12/83	\$42,000	7/06/83 11/10/83 3/01/84	\$10,500 21,000 10,500	5a-d
Maine	5/17/83	\$ 500	7/06/83 11/10/83 3/01/84	\$ 125 250 125	6a-d
Nevada	5/26/83	\$ 4,000	7/06/83 11/10/83 3/01/84	\$ 1,000 2,000 1,000	7a-d
New Hampshire	5/27/83	\$ 2,500	7/06/83 11/10/83 3/01/84	\$ 625 1,250 625	8a-d
Oklahoma	5/13/83	\$ 5,000	7/16/83 11/10/83 3/01/84	\$ 1,250 2,500 1,250	9a-d
South Dakota	5/10/83	\$ 4,000	7/06/83 11/10/83 3/01/84	\$ 1,000 2,000 1,000	10a-d
Vermont	4/25/83	\$ 2,500	7/06/83 11/10/83 3/01/84	\$ 625 1,250 625	11a-d

*/ Funds initially received from non-Federal account and transferred to the DNC by the Federal account.

DNC RECEIPTS FROM NON-FEDERAL ACCOUNTS AND REPAYMENTS

<u>State</u>	<u>Date Received</u>	<u>Amount Received</u>	<u>Date of Payment</u>	<u>Amount of Payment</u>	<u>Attachments</u>
Washington	4/27/83	\$ 13,924.06	7/06/83	\$ 5,625.01	12a-e
	5/17/83	8,575.94	9/30/83	12,500.00	
			10/30/83	4,374.00	
West Virginia	5/12/83	\$ 7,000	7/06/83	\$ 1,750	13a-d
			11/10/83	3,500	
			3/01/84	1,750	
		<u>\$112,000.00</u>		<u>\$111,999.01</u>	

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PARTY RELATED

COMMITTEE	DOCUMENT	RECEIPTS	DISBURSEMENTS	TYPE OF FILER COVERAGE DATES	# OF PAGES	MICROFILM LOCATION
DNC SERVICES CORPORATION/DEMOCRATIC NATIONAL COMMITTEE CONNECTED ORGANIZATION: DEM NAT'L CMTE TRAVEL ESCROW ACCOUNT				PARTY QUALIFIED		ID #C00010603
1983	STATEMENT OF ORGANIZATION - AMENDMENT			3FEB83	4	83FEC/265/1988
	COMMISSION APPROVED DEBT SETTLEMENT			10MAR83	213	83FEC/115/3149
	COMMISSION APPROVED DEBT SETTLEMENT			10MAR83	162	83FEC/115/3362
	COMMISSION APPROVED DEBT SETTLEMENT			10MAR83	166	83FEC/115/3524
	STATEMENT OF ORGANIZATION - AMENDMENT			14MAR83	4	83FEC/267/5175
	STATEMENT OF ORGANIZATION - AMENDMENT			20MAY83	1	83FEC/272/2594
	STATEMENT OF ORGANIZATION - AMENDMENT			21JUL83	3	83FEC/277/1767
	STATEMENT OF ORGANIZATION - AMENDMENT			25JUL83	3	83FEC/278/0178
	MISCELLANEOUS REPORT			31AUG83 TO FEC	3	83FEC/282/2879
	STATEMENT OF ORGANIZATION - AMENDMENT			20SEP83	1	83FEC/283/2971
	MISCELLANEOUS REPORT			21NOV83 TO FEC	1	83FEC/287/3941
	FEBRUARY MONTHLY	1,170,498	1,093,934	1JAN83 -31JAN83	89	83FEC/266/3951
	FEBRUARY MONTHLY - AMENDMENT	0	0	1JAN83 -31JAN83	44	83FEC/267/4247
	FEBRUARY MONTHLY - AMENDMENT	0	0	1JAN83 -31JAN83	3	83FEC/267/5172
	FEBRUARY MONTHLY - AMENDMENT	1,170,498	1,093,934	1JAN83 -31JAN83	3	83FEC/278/2749
	FEBRUARY MONTHLY - AMENDMENT	1,170,498	1,093,934	1JAN83 -31JAN83	34	84FEC/312/4661
	FEBRUARY MONTHLY - AMENDMENT	-	-	1JAN83 -31JAN83	2	84FEC/315/5343
	FEBRUARY MONTHLY - AMENDMENT	-	-	1JAN83 -31JAN83	16	84FEC/317/3692
	REQUEST FOR ADDITIONAL INFORMATION			1JAN83 -31JAN83	2	84FEC/308/1868
	REQUEST FOR ADDITIONAL INFORMATION 2ND			1JAN83 -31JAN83	1	84FEC/314/3013
	MARCH MONTHLY	944,309	917,746	1FEB83 -28FEB83	129	83FEC/268/1641
	MARCH MONTHLY - AMENDMENT	944,309	917,746	1FEB83 -28FEB83	3	83FEC/278/2752
	MARCH MONTHLY - AMENDMENT	944,309	917,746	1FEB83 -28FEB83	35	84FEC/312/4621
	REQUEST FOR ADDITIONAL INFORMATION			1FEB83 -28FEB83	2	84FEC/308/1871
	APRIL MONTHLY	994,438	1,053,340	1MAR83 -31MAR83	170	83FEC/270/3690
	APRIL MONTHLY - AMENDMENT	994,438	1,053,340	1MAR83 -31MAR83	3	83FEC/278/2758
	APRIL MONTHLY - AMENDMENT	994,438	1,053,340	1MAR83 -31MAR83	41	84FEC/312/5041
	REQUEST FOR ADDITIONAL INFORMATION			1MAR83 -31MAR83	2	84FEC/308/1874
	MAY MONTHLY	1,224,402	1,081,210	1APR83 -30APR83	159	83FEC/272/2596
	MAY MONTHLY - AMENDMENT	-	-	1APR83 -30APR83	38	84FEC/312/5002
	MAY MONTHLY - AMENDMENT	-	-	1APR83 -30APR83	2	84FEC/316/0119
	MAY MONTHLY - AMENDMENT	-	-	1APR83 -30APR83	2	84FEC/328/0177
	MAY MONTHLY - AMENDMENT	-	-	1APR83 -30APR83	3	84FEC/337/1381
	REQUEST FOR ADDITIONAL INFORMATION			1APR83 -30APR83	4	84FEC/308/1877
	REQUEST FOR ADDITIONAL INFORMATION 2ND			1APR83 -30APR83	5	84FEC/314/3007
	REQUEST FOR ADDITIONAL INFORMATION			1APR83 -30APR83	7	84FEC/327/0183
	REQUEST FOR ADDITIONAL INFORMATION 2ND			1APR83 -30APR83	1	84FEC/329/2226
	JUNE MONTHLY	3,977,416	4,143,288	1MAY83 -31MAY83	264	83FEC/273/4728
	JUNE MONTHLY - AMENDMENT	-	-	1MAY83 -31MAY83	83	83FEC/277/0132
	JUNE MONTHLY - AMENDMENT	3,977,416	4,143,288	1MAY83 -31MAY83	3	83FEC/278/2755
	JUNE MONTHLY - AMENDMENT	3,977,416	4,143,288	1MAY83 -31MAY83	150	84FEC/312/5083
	JUNE MONTHLY - AMENDMENT	-	-	1MAY83 -31MAY83	1	84FEC/316/1197
	JUNE MONTHLY - AMENDMENT	-	-	1MAY83 -31MAY83	1	84FEC/328/0234
	JUNE MONTHLY - AMENDMENT	-	-	1MAY83 -31MAY83	1	84FEC/337/2859

FEDERAL ELECTION COMMISSION
 COMMITTEE INDEX OF DISCLOSURE DOCUMENTS - (C) (83-84)

DATE 14NOV84
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PARTY RELATED

COMMITTEE	DOCUMENT	RECEIPTS	DISBURSEMENTS	TYPE OF FILER COVERAGE DATES	# OF PAGES	MICROFILM LOCATION
	REQUEST FOR ADDITIONAL INFORMATION			1MAY83 -31MAY83	5	84FEC/308/1882
	REQUEST FOR ADDITIONAL INFORMATION 2ND			1MAY83 -31MAY83	1	84FEC/314/3544
	REQUEST FOR ADDITIONAL INFORMATION			1MAY83 -31MAY83	1	84FEC/327/0706
	REQUEST FOR ADDITIONAL INFORMATION 2ND			1MAY83 -31MAY83	1	84FEC/329/3910
	JULY MONTHLY	3,067,622	3,002,287	1JUN83 -30JUN83	361	83FEC/277/1854
	JULY MONTHLY - AMENDMENT	-	-	1JUN83 -30JUN83	69	83FEC/281/3344
	JULY MONTHLY - AMENDMENT	-	-	1JUN83 -30JUN83	64	84FEC/312/4937
	JULY MONTHLY - AMENDMENT	-	-	1JUN83 -30JUN83	5	84FEC/313/1265
	JULY MONTHLY - AMENDMENT	-	-	1JUN83 -30JUN83	115	84FEC/316/0718
	REQUEST FOR ADDITIONAL INFORMATION			1JUN83 -30JUN83	3	84FEC/308/1888
	REQUEST FOR ADDITIONAL INFORMATION 2ND			1JUN83 -30JUN83	2	84FEC/314/3015
	AUGUST MONTHLY	2,027,115	1,946,258	1JUL83 -31JUL83	347	83FEC/281/45
	AUGUST MONTHLY - AMENDMENT	-	-	1JUL83 -31JUL83	44	84FEC/312/489
	AUGUST MONTHLY - AMENDMENT	-	-	1JUL83 -31JUL83	1	84FEC/313/1471
	AUGUST MONTHLY - AMENDMENT	-	-	1JUL83 -31JUL83	115	84FEC/316/0603
	REQUEST FOR ADDITIONAL INFORMATION			1JUL83 -31JUL83	2	84FEC/308/1892
	REQUEST FOR ADDITIONAL INFORMATION 2ND			1JUL83 -31JUL83	1	84FEC/314/3537
	SEPTEMBER MONTHLY	1,064,435	1,039,422	1AUG83 -31AUG83	416	83FEC/283/2973
	SEPTEMBER MONTHLY - AMENDMENT	-	-	1AUG83 -31AUG83	47	84FEC/312/4844
	SEPTEMBER MONTHLY - AMENDMENT	-	-	1AUG83 -31AUG83	1	84FEC/313/1470
	SEPTEMBER MONTHLY - AMENDMENT	-	-	1AUG83 -31AUG83	115	84FEC/316/0488
	REQUEST FOR ADDITIONAL INFORMATION			1AUG83 -31AUG83	3	84FEC/308/1895
	REQUEST FOR ADDITIONAL INFORMATION 2ND			1AUG83 -31AUG83	1	84FEC/317/3538
	OCTOBER MONTHLY	1,371,483	1,410,460	1SEP83 -30SEP83	250	83FEC/285/4470
	OCTOBER MONTHLY - AMENDMENT	-	-	1SEP83 -30SEP83	193	83FEC/285/5274
	OCTOBER MONTHLY - AMENDMENT	-	-	1SEP83 -30SEP83	44	84FEC/313/1276
	OCTOBER MONTHLY - AMENDMENT	-	-	1SEP83 -30SEP83	1	84FEC/313/1469
	OCTOBER MONTHLY - AMENDMENT	-	-	1SEP83 -30SEP83	116	84FEC/316/0372
	REQUEST FOR ADDITIONAL INFORMATION			1SEP83 -30SEP83	3	84FEC/308/1899
	REQUEST FOR ADDITIONAL INFORMATION 2ND			1SEP83 -30SEP83	1	84FEC/314/3539
	NOVEMBER MONTHLY	1,127,050	1,061,220	1OCT83 -31OCT83	207	83FEC/287/4351
	NOVEMBER MONTHLY - AMENDMENT	-	-	1OCT83 -31OCT83	271	83FEC/288/1762
	NOVEMBER MONTHLY - AMENDMENT	1,127,050	1,061,220	1OCT83 -31OCT83	5	83FEC/289/30
	NOVEMBER MONTHLY - AMENDMENT	-	-	1OCT83 -31OCT83	45	84FEC/312/48
	NOVEMBER MONTHLY - AMENDMENT	-	-	1OCT83 -31OCT83	1	84FEC/312/486
	NOVEMBER MONTHLY - AMENDMENT	-	-	1OCT83 -31OCT83	1	84FEC/313/1468
	NOVEMBER MONTHLY - AMENDMENT	-	-	1OCT83 -31OCT83	117	84FEC/316/0255
	REQUEST FOR ADDITIONAL INFORMATION			1OCT83 -31OCT83	2	84FEC/308/1903
	REQUEST FOR ADDITIONAL INFORMATION 2ND			1OCT83 -31OCT83	1	84FEC/314/3540
	DECEMBER MONTHLY	1,649,791	1,738,427	1NOV83 -30NOV83	231	83FEC/289/3073
	DECEMBER MONTHLY - AMENDMENT	-	-	1NOV83 -30NOV83	3	83FEC/289/4
	DECEMBER MONTHLY - AMENDMENT	-	-	1NOV83 -30NOV83	91	84FEC/290/0
	DECEMBER MONTHLY - AMENDMENT	-	-	1NOV83 -30NOV83	3	84FEC/292/1
	DECEMBER MONTHLY - AMENDMENT	-	-	1NOV83 -30NOV83	53	84FEC/312/4
	DECEMBER MONTHLY - AMENDMENT	-	-	1NOV83 -30NOV83	1	84FEC/312/48
	DECEMBER MONTHLY - AMENDMENT	-	-	1NOV83 -30NOV83	1	84FEC/313/1
	DECEMBER MONTHLY - AMENDMENT	-	-	1NOV83 -30NOV83	119	84FEC/316/0
	REQUEST FOR ADDITIONAL INFORMATION			1NOV83 -30NOV83	3	84FEC/308/1

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PARTY RELATED

COMMITTEE	DOCUMENT	RECEIPTS	DISBURSEMENTS	TYPE OF FILER COVERAGE DATES	# OF PAGES	MICROFILM LOCATION
	REQUEST FOR ADDITIONAL INFORMATION 2ND			1NOV83 -30NOV83	1	84FEC/314/3541
	YEAR-END	3,686,989	3,753,506	1DEC83 -31DEC83	241	84FEC/294/0159
	YEAR-END - AMENDMENT	-	-	1DEC83 -31DEC83	53	84FEC/296/3884
	YEAR-END - AMENDMENT	-	-	1DEC83 -31DEC83	50	84FEC/312/4570
	YEAR-END - AMENDMENT	-	-	1DEC83 -31DEC83	1	84FEC/312/4803
	YEAR-END - AMENDMENT	-	-	1DEC83 -31DEC83	1	84FEC/313/1472
	YEAR-END - AMENDMENT	-	-	1DEC83 -31DEC83	15	84FEC/316/0121
	REQUEST FOR ADDITIONAL INFORMATION			1DEC83 -31DEC83	3	84FEC/308/1910
	REQUEST FOR ADDITIONAL INFORMATION 2ND			1DEC83 -31DEC83	1	84FEC/314/3542
1984	MISCELLANEOUS REPORT			9JUL84 TO FEC	2	84FEC/319/1433
	DEBT SETTLEMENT STATEMENT			27JUL84	15	84FEC/324/3600
	DEBT SETTLEMENT STATEMENT			27JUL84	8	84FEC/324/3600
	DEBT SETTLEMENT STATEMENT AMENDMENT			17OCT84	3	84FEC/340/3855
	FEBRUARY MONTHLY	1,304,137	1,168,389	1JAN84 -31JAN84	176	84FEC/297/1030
	FEBRUARY MONTHLY - AMENDMENT	-	-	1JAN84 -31JAN84	23	84FEC/324/3251
	REQUEST FOR ADDITIONAL INFORMATION			1JAN84 -31JAN84	3	84FEC/319/4043
	MARCH MONTHLY	1,394,014	1,474,774	1FEB84 -29FEB84	190	84FEC/299/3849
	MARCH MONTHLY - AMENDMENT	-	-	1FEB84 -29FEB84	141	84FEC/306/0978
	MARCH MONTHLY - AMENDMENT	-	-	1FEB84 -29FEB84	6	84FEC/311/4357
	MARCH MONTHLY - AMENDMENT	-	-	1FEB84 -29FEB84	28	84FEC/324/3274
	REQUEST FOR ADDITIONAL INFORMATION			1FEB84 -29FEB84	3	84FEC/319/4047
	APRIL MONTHLY	1,353,048	1,357,716	1MAR84 -31MAR84	248	84FEC/311/3671
	APRIL MONTHLY - AMENDMENT	1,353,048	1,357,716	1MAR84 -31MAR84	3	84FEC/313/2102
	APRIL MONTHLY - AMENDMENT	-	-	1MAR84 -31MAR84	2	84FEC/324/3245
	1'ST LETTER INFORMATIONAL NOTICE			1MAR84 -31MAR84	4	84FEC/319/4051
	REQUEST FOR ADDITIONAL INFORMATION			1MAR84 -31MAR84	2	84FEC/348/2675
	MAY MONTHLY	1,218,540	1,240,262	1APR84 -30APR84	232	84FEC/314/4903
	JUNE MONTHLY	1,097,207	1,048,794	1MAY84 -31MAY84	262	84FEC/317/4479
	JULY MONTHLY	1,092,619	1,033,689	1JUN84 -30JUN84	302	84FEC/320/0307
	JULY MONTHLY - AMENDMENT	-	-	1JUN84 -30JUN84	299	84FEC/317/4179
	JULY MONTHLY - AMENDMENT	-	-	1JUN84 -30JUN84	332	84FEC/324/5331
	JULY MONTHLY - AMENDMENT	-	-	1JUN84 -30JUN84	6	84FEC/329/3021
	REQUEST FOR ADDITIONAL INFORMATION			1JUN84 -30JUN84	3	84FEC/348/2675
	AUGUST MONTHLY	1,594,404	1,378,626	1JUL84 -31JUL84	424	84FEC/326/1247
	AUGUST MONTHLY - AMENDMENT	-	-	1JUL84 -31JUL84	851	84FEC/326/4387
	AUGUST MONTHLY - AMENDMENT	-	-	1JUL84 -31JUL84	1	84FEC/329/3022
	AUGUST MONTHLY - AMENDMENT	-	-	1JUL84 -31JUL84	4	84FEC/343/4843
	SEPTEMBER MONTHLY	1,724,551	1,705,632	1AUG84 -31AUG84	521	84FEC/329/0796
	SEPTEMBER MONTHLY - AMENDMENT	1,724,551	1,705,632	1AUG84 -31AUG84	521	84FEC/336/1143
	SEPTEMBER MONTHLY - AMENDMENT	-	-	1AUG84 -31AUG84	987	84FEC/336/2962
	SEPTEMBER MONTHLY - AMENDMENT	-	-	1AUG84 -31AUG84	5	84FEC/341/44
	SEPTEMBER MONTHLY - AMENDMENT	-	-	1AUG84 -31AUG84	50	84FEC/343/48
	SEPTEMBER MONTHLY - AMENDMENT	-	-	1AUG84 -31AUG84	2	84FEC/343/48
	OCTOBER MONTHLY	2,671,856	2,772,380	1SEP84 -30SEP84	2115	84FEC/342/21
	OCTOBER MONTHLY - AMENDMENT	-	-	1SEP84 -30SEP84	3	84FEC/347/04
	PRE-GENERAL	4,071,708	2,920,942	1OCT84 -17OCT84	954	84FEC/346/27
	PRE-GENERAL - AMENDMENT	-	-	1OCT84 -17OCT84	21	84FEC/348/22
	TOTAL	39,827,632	38,342,306		4465	TOTAL PAGES

All reports through the 1984 August Monthly have been reviewed.

Ending Cash (10/17/84): \$1,761,334.77

Debts Owed By (10/17/84): \$2,898,981.66

86040570322

ALABAMA
(Attachments 2a-d)

SCHEDULE A

ITEMIZED RECEIPTS

LINE NUMBER 12
 (Use separate schedule for each category of the Donated) 11

Telethon V

Attachment 2a

Any information copied from such Reports or Statements may not be sold or used by any commercial purposes, other than using the name and address of any political committee.

Name of Committee (to Full)

DNC Services Corporation/ Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Tennessee Democratic Headquarters 205 7th Avenue Nashville, Tennessee 37219	N/A	5/13	\$15,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Occupation			
Aggregate Year-to-Date-\$			
B. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Alabama Democratic State Party 306 Jefferson Federal Building Birmingham, Alabama 35203	N/A	5/24	\$7,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Occupation			
Aggregate Year-to-Date-\$			
C. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Nevada Democratic Party 111 California Avenue Reno, Nevada 89509	N/A	5/26	\$4,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Occupation			
Aggregate Year-to-Date-\$			
D. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
New Hampshire Democratic Party 77 North Main Street Concord, New Hampshire 03301	N/A	5/27	\$2,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Occupation			
Aggregate Year-to-Date-\$			
E. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Occupation			
Aggregate Year-to-Date-\$			
F. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Occupation			
Aggregate Year-to-Date-\$			
G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Occupation			
Aggregate Year-to-Date-\$			

SUBTOTAL (Receipts This Page (optional)) 29,000.00

TOTAL This Period (list page this line number only) \$319,140.94

SCHEDULE B

ITEMIZED DISBURSEMENTS

Attachment 2b

Any information copied from such Reports and Summaries may not be used or used by commercial purposes, other than using the name and address of any political committee.

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

10570324

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Iowa Democratic Headquarters 1120 Mulberry Street Des Moines, Iowa 50309	N/A	7/6/83	\$3,750.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
B. Full Name, Mailing Address and ZIP Code Pennsylvania Dem. State Comm. 510 North Third Street Harrisburg, PA 17101	N/A	7/6/83	\$8,125.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
C. Full Name, Mailing Address and ZIP Code Maine Democratic St. Comm. Augusta, Maine 04330	N/A	7/6/83	\$125.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
D. Full Name, Mailing Address and ZIP Code Democratic Campaign Committee 8100 East Jefferson Detroit, Michigan 48214	N/A	7/6/83	\$2,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
E. Full Name, Mailing Address and ZIP Code Democratic St. Central Comm. 634 Asylum Avenue Hartford, Conn. 06105	N/A	7/6/83	\$2,750.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
F. Full Name, Mailing Address and ZIP Code North Carolina Dem. St. Party P.O. Box 12196 Raleigh, North Carolina 27605	N/A	7/6/83	\$4,000.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
G. Full Name, Mailing Address and ZIP Code Tennessee Democratic Hqts. 205 7th Avenue Nashville, Tenn. 37219	N/A	7/6/83	\$3,750.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
H. Full Name, Mailing Address and ZIP Code Alabama Democratic St. Party 306 Jefferson Federal Building Birmingham, Alabama 35203	N/A	7/6/83	\$1,875.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
I. Full Name, Mailing Address and ZIP Code Nevada Democratic Party 111 California Avenue, Reno, Nevada 89509	N/A	7/6/83	\$1,000.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
SUBTOTAL of Disbursements This Page (optional)			
TOTAL This Period (last page the line number only)			

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page ____ of ____ for 2.0
LINE NUMBER ____
(Use separate schedule(s) for each category of the Detailed Summary Page)

Attachment 2c

Any information copied from such Reports and Statements may not be sold or used by any commercial purpose, other than using the name and address of any political committee to a...

Name of Committee (in Full)

DNC SERVICES CORPORATION/ DEMOCRATIC NATIONAL COMMITTEE

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
ALABAMA DEMOCRATIC STATT PARTY 306 Jefferson Federal Building Birmingham, Alabama 35203	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	3,750.00
ARKANSAS DEM HEADQUARTERS 1300 W. Capitol Little Rock, Arkansas 72201	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	2,000.00
ARIZONA DEM PARTY P.O. Box 1944 Phoenix, Arizona 85004	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	8,500.00
CALIFORNIA DEMOCRATIC PARTY 760 Market St. San Francisco, Calif. 94102	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	24,750.00
D.C. DEMOCRATIC HEADQUARTER 1875 Connecticut Ave., N.W. Washington, D.C. 20009	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	3,000.00
DELAWARE DEM HEADQUARTERS Radison Hotel, Suite B Wilmington, DE 19807	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	1,750.00
DEMOCRATIC STATE CENTRAL COMM OF LA 5700 Florida Blvd Ste 324 Baton Rouge, LA 70806	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	5,000.00
DEM. STATE CENTRAL COMMITTEE 715 South 14th St. Lincoln, NE 68508	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	2,500.00
DEMOCRATIC PARTY OF VIRGINIA Suite 801 701 E. Franklin Richmond, VA 22219	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	11,250.00

SUBTOTAL of Disbursements This Page (optional)

TOTAL Due From (Has Pre- and Post-Paid) (optional)

132

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page ___ of ___ for
LINE NUMBER 30
(Use separate schedule(s) for each
category of the Detailed
Summary Page)

Attachment 2d

Any information copied from such Reports and Statements may not be sold or used for commercial purposes, other than using the name and address of any political committee.

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Democratic State Central Committee 634 Asylum Avenue Hartford, Connecticut 06105	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	\$ 2,750.00
B. Full Name, Mailing Address and ZIP Code North Carolina Democratic State Party P.O. BOX 12196 Raleigh, North Carolina 27605	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	4,000.00
C. Full Name, Mailing Address and ZIP Code Tennessee Democratic Headquarters 205 7th Avenue Nashville, Tennessee 37219	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	3,750.00
D. Full Name, Mailing Address and ZIP Code Alabama Democratic State Party 306 Jefferson Federal Building Birmingham, Alabama 35203	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,875.00
E. Full Name, Mailing Address and ZIP Code Nevada Democratic Party 111 California Avenue Reno, Nevada 89501	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,000.00
F. Full Name, Mailing Address and ZIP Code New Hampshire Democratic Party 77 North Main Street Concord, New Hampshire 03301	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	625.00
G. Full Name, Mailing Address and ZIP Code California Democratic State Comm, 1731 T Street Sacramento, California 95814	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	7,000.00
H. Full Name, Mailing Address and ZIP Code 1982 National Party Conference 1625 Mass. Ave., N.W., Washington, D.C. 20036	Transfer Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/31/84	2,985.75
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year)	Amount of Each Disbursement This Period

SUBTOTAL of Disbursements This Page (optional)

86740570327

CONNECTICUT
(Attachments 3a-d)

SCHEDULE A

ITEMIZED RECEIPTS

Use separate sheets for each category of the Donor

16

Telethon v

Attachment 3a

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of soliciting commercial purposes, other than using the name and address of any political committee to solicit contributions from such a

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code Iowa Democratic Headquarters 1120 Mulberry Street Des Moines, Iowa 50309	Name of Employer N/A	Date (month, day, year) 5/16	Amount of Each Receipt This Period \$15,000.00
	Occupation	Aggregate Year-to-Date-\$	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			

B. Full Name, Mailing Address and ZIP Code Pennsylvania Democratic State Committee 510 North Third Street Harrisburg, PA 17101	Name of Employer N/A	Date (month, day, year) 5/17	Amount of Each Receipt This Period \$32,500.00
	Occupation	Aggregate Year-to-Date-\$	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			

C. Full Name, Mailing Address and ZIP Code Maine Democratic State Committee Augusta, Maine 04330	Name of Employer N/A	Date (month, day, year) 5/17	Amount of Each Receipt This Period \$500.00
	Occupation	Aggregate Year-to-Date-\$	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			

D. Full Name, Mailing Address and ZIP Code Washington State Democratic Central Committee 1701 Smith Tower Seattle, Washington 98104	Name of Employer N/A	Date (month, day, year) 5/17	Amount of Each Receipt This Period \$8575.94
	Occupation	Aggregate Year-to-Date-\$	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			

E. Full Name, Mailing Address and ZIP Code Democratic Campaign Committee 8100 East Jefferson Detroit, Michigan 48214	Name of Employer N/A	Date (month, day, year) 5/18	Amount of Each Receipt This Period \$10,000.00
	Occupation	Aggregate Year-to-Date-\$	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			

F. Full Name, Mailing Address and ZIP Code Democratic State Central Committee 634 Asylum Avenue Hartford, Connecticut 06105	Name of Employer N/A	Date (month, day, year) 5/20	Amount of Each Receipt This Period \$11,000.00
	Occupation	Aggregate Year-to-Date-\$	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			

G. Full Name, Mailing Address and ZIP Code North Carolina Democratic State Party P.O. Box 12196 Raleigh, North Carolina 27605	Name of Employer N/A	Date (month, day, year) 5/23	Amount of Each Receipt This Period \$16,000.00
	Occupation	Aggregate Year-to-Date-\$	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			

SUBTOTAL of Receipts This Page (optional) 93,575.94

TOTAL This Period (last page this line number only)

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page ____ of ____ for 2.0
LINE NUMBER ____
(Use separate schedules) for each
category of the Detailed
Summary Page)

Attachment 3c

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of solicit commercial purposes, other than using the name and address of any political committee to solicit contributions from such as

Name of Committee (in Full)

DNC SERVICES CORPORATION / DEMOCRATIC NATIONAL COMMITTEE

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
SOUTH DAKOTA DEMOCRATIC PARTY Box 668 Pierre, South Dakota 57501	N/A	11/10/83	2,000.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
TENNESSEE DEMOCRATIC PARTY 205 7th Ave., N. Nashville, Tenn 37219	N/A	11/10/83	7,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
TEXAS DEMOCRATIC PARTY 215 Stokes Building Austin, TX 78701	N/A	11/29/83	32,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
UTAH STATE DEMOCRATIC PARTY 363 E 2nd Street Salt Lake city, Utah 84111	N/A	11/29/83	2,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
Democratic State Central Ctte. 8100 Asylum Ave. Hartford, CT 06105	N/A	11/10/83	5,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
WEST VIRGINIA STATE DEM. EXECUTIVE COMM. P.O. Box 6067 Charleston, West VA 25302	N/A	11/10/83	3,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
VERMONT DEMOCRATIC HQTRS. 100 South Winooski Ave., Suite 207 Burlington, VT 05401	N/A	11/10/83	1,250.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
Democratic Executive Committee of Florida P.O. Box 175 Tallahassee, FL 32302	N/A	11/10/83	21,000.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
SUBTOTAL of Disbursements This Page (optional)			135
TOTAL This Period (last page this line number only)			295,282.50

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page 10 of 10 for
LINE NUMBER 10
(Use separate schedule(s) for each
category of the Detailed
Summary Page)

Attachment 3d

All information copied from such Reports and Statements may not be sold or used by any person for the purpose of so
commercial purposes, other than using the name and address of any political committee to solicit contributions from such.

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Democratic State Central Committee 634 Asylum Avenue Hartford, Connecticut 06105	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	\$ 2,750.00
B. Full Name, Mailing Address and ZIP Code North Carolina Democratic State Party P.O. BOX 12196 Raleigh, North Carolina 27605	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	4,000.00
C. Full Name, Mailing Address and ZIP Code Tennessee Democratic Headquarters 205 7th Avenue Nashville, Tennessee 37219	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	3,750.00
D. Full Name, Mailing Address and ZIP Code Alabama Democratic State Party 306 Jefferson Federal Building Birmingham, Alabama 35203	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,875.00
E. Full Name, Mailing Address and ZIP Code Nevada Democratic Party 111 California Avenue Reno, Nevada 89501	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,000.00
F. Full Name, Mailing Address and ZIP Code New Hampshire Democratic Party 77 North Main Street Concord, New Hampshire 03301	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	625.00
G. Full Name, Mailing Address and ZIP Code California Democratic State Comm, 1731 T Street Sacramento, California 95814	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	7,000.00
H. Full Name, Mailing Address and ZIP Code 1982 National Party Conference 1625 Mass. Ave., N.W., Washington, D.C. 20036	Transfer Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/31/84	2,985.75
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year)	Amount of Each Disbursement This Period

86040570332

DELAWARE
(Attachments 4a-d)

SCHEDULE A

ITEMIZED RECEIPTS

LINE NUMBER 22 (2)
 (Use either schedule for each receipt and the Primary one)

TELETHON V

Attachment 4a

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of soliciting commercial purposes, other than using the name and address of any political committee to solicit contributions from such as.....

Name of Committee (in Full) DNC SERVICES CORPORATION/ DEMOCRATIC NATIONAL COMMITTEE			
A. Full Name, Mailing Address and ZIP Code ARIZONA DEMOCRATIC PARTY P.O. Box 1944 Phoenix, Arizona 85004	Name of Employer N/A	Date (month, day, year) 4/22/83	Amount of Each Receipt This Period 17,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): Telethon V	Occupation N/A	Aggregate Year-to-Date-\$	
B. Full Name, Mailing Address and ZIP Code VERMONT DEMOCRATIC HQTS. 109 South Winocski Ave, Ste. 207 Burlington, VT 05401	Name of Employer N/A	Date (month, day, year) 4/25/83	Amount of Each Receipt This Period 2,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): Telethon V	Occupation N/A	Aggregate Year-to-Date-\$	
C. Full Name, Mailing Address and ZIP Code DELAWARE DEMOCRATIC HQTS. Radisson Hotel, Ste. B Wilmington, DE 19807	Name of Employer N/A	Date (month, day, year) 4/25/83	Amount of Each Receipt This Period 3,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): Telethon V	Occupation N/A	Aggregate Year-to-Date-\$	
D. Full Name, Mailing Address and ZIP Code Democratic State Central Committee Of Louisiana 5700 Florida Blvd., Ste. 324 Baton Rouge, LA 70806	Name of Employer N/A	Date (month, day, year) 4/26/83	Amount of Each Receipt This Period 10,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): Telethon V	Occupation N/A	Aggregate Year-to-Date-\$	
E. Full Name, Mailing Address and ZIP Code Washington State Democratic Central Committee 1701 Smith Tower Seattle, Washington 98104	Name of Employer N/A	Date (month, day, year) 4/27/83	Amount of Each Receipt This Period 13,924.06
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): Telethon V	Occupation N/A	Aggregate Year-to-Date-\$	
F. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
SUBTOTAL of Receipts This Page (optional).....			
TOTAL This Period (last page this line number only).....			\$ 46,924.06

SCHEDULE B

ITEMIZED DISBURSEMENTS

Rep. of ... for
LINE NUMBER 20
File number (201-201) for each
category of the District
(Summary Page)

Attachment 4b

Any information copied from cash Reports and Statements may not be sold or used by any person for the purpose of any commercial purpose, other than using the name and address of any political committee to solicit contributions from such

Name of Committee (in Full)			
DNC Services Corporation/Democratic National Committee			
A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Arizona Democratic Party PO Box 1944 Phoenix, AZ 85004	N/A		
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$4,250.00
B. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Vermont Democratic Hqts. 109 South Winooski Ave, Ste. 207 Burlington, VT 05401	N/A	7/6/83	\$625.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
C. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Delaware Democratic Hqts. Radisson Hotel, Ste. B Wilmington, DE 19807	N/A	7/6/83	\$875.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
D. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Democratic State Central Committee of Louisiana 5700 Florida Blvd, Ste 324 Baton Rouge, LA 70806	N/A	7/6/83	2,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
E. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Washington St. Dem. Central Comm. 1701 Smith Tower Seattle, Washington 98104	N/A	7/6/83	\$5,625.01
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
F. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
California State Demo. Central Committee 9911 West Pico, #301 Los Angeles, CA 90035	N/A		12,375.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
G. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Ohio Democratic Party 88 East Broad St. Ste 2005 Columbus, Ohio 43215	N/A	7/6/83	\$10,625.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
H. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
New York Democratic Hqts. 60 East 42nd St., New York, NY 10165	N/A	7/6/83	\$21,250.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
North Dakota Democratic Hqts. 1902 East Drive Ave., Bismarck, N.D. 58051	N/A	7/6/83	\$1,250.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
SUBTOTAL of Disbursements This Page (optional)			
TOTAL This Period (last page this line number only)			88

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page ____ of ____ for 2.0
 LINE NUMBER ____
 (Use separate schedule(s) for each category of the Detailed Summary Page)

Attachment 4c

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of any commercial purpose, other than using the name and address of any political committee to solicit contributions from such...

Name of Committee (in Full)

DNC SERVICES CORPORATION/ DEMOCRATIC NATIONAL COMMITTEE.

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
ALABAMA DEMOCRATIC STATT PARTY 306 Jefferson Federal Building Birmingham, Alabama 35203	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	3,750.00
B. Full Name, Mailing Address and ZIP Code ARKANSAS DEM HEADQUARTERS 1300 W. Capitol Little Rock, Arkansas 72201	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	2,000.00
C. Full Name, Mailing Address and ZIP Code ARIZONA DEM PARTY P.O. Box 1944 Phoenix, Arizona 85004	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	8,500.00
D. Full Name, Mailing Address and ZIP Code CALIFORNIA DEMOCRATIC PARTY 760 Market St. San Francisco, Calif. 94102	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	24,750.00
E. Full Name, Mailing Address and ZIP Code D.C. DEMOCRATIC HEADQUARTER 1875 Connecticut Ave., N.W. Washington, D.C. 20009	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	3,000.00
F. Full Name, Mailing Address and ZIP Code DELAWARE DEM HEADQUARTERS Radison Hotel, Suite B Wilmington, DE 19807	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	1,750.00
G. Full Name, Mailing Address and ZIP Code DEMOCRATIC STATE CENTRAL COMM OF LA 5700 Florida Blvd Ste 324 Baton Rouge, LA 70806	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	5,000.00
H. Full Name, Mailing Address and ZIP Code DEM. STATE CENTRAL COMMITTEE 715 South 14th St. Lincoln, NE 68508	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	2,500.00
I. Full Name, Mailing Address and ZIP Code DEMOCRATIC PARTY OF VIRGINIA Suite 801 701 E. Franklin Richmond, VA 22219	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	11,250.00

SUBTOTAL of Disbursements This Page (optional)

132

TOTAL This Page (Use only the line for the total)

SCHEDULE B

ITEMIZED DISBURSEMENTS

Attachment 4d

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting commercial purposes, other than using the name and address of any political committee to solicit contributions from such.

Name of Committee (in Full)
DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Arizona Democratic Party P.O. BOX 1944 Phoenix, Arizona 85004	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	\$ 4,250.00
B. Full Name, Mailing Address and ZIP Code Vermont Democratic Headquarter 109 South Winooski Avenue., Suite 207 Burlington, Vermont 05401	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	625.00
C. Full Name, Mailing Address and ZIP Code Delaware Democratic Headquarter Radison Hotel, Suite B Wilmington, Delaware 19807	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	875.00
D. Full Name, Mailing Address and ZIP Code Democratic State Central Committee of Louisiana 5700 Florida Blvd., Suite 324 Baton Rouge, Louisiana 70806	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	2,500.00
E. Full Name, Mailing Address and ZIP Code Ohio Democratic Party 88 East Broad Street., Suite 2005 Columbus, Ohio 43215	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	10,625.00
F. Full Name, Mailing Address and ZIP Code New York Democratic Headquarters 60 East 42nd Street New York, New York 10165	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	21,250.00
G. Full Name, Mailing Address and ZIP Code North Dakota Democratic Headquarter 1902 East Drive Avenue Bismarck, North Dakota 58001	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,250.00
H. Full Name, Mailing Address and ZIP Code Democratic State Central Committee 715 South 14th Street Lincoln, Nebraska 68508	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,250.00
I. Full Name, Mailing Address and ZIP Code Democratic Party of Virginia Suite 801 701 East Franklin Richmond, Virginia 22219	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	5,625.00
SUBTOTAL of Disbursements This Page (optional)			

66040570337

FLORIDA
(Attachments 5a-d)

SCHEDULE A

ITEMIZED RECEIPTS

Line # 12
 (Use correct schedule for each category of the Receipt Summary Page)

26

Telethon V

Attachment 5a

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of soliciting commercial purposes, other than using the name and address of any political committee to solicit contributions from such:

Name of Committee (in Full)
DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
West VA State Democratic Executive Committee P.O. Box 6067 Charleston, West Virginia 25302	N/A	5/12	\$7,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Aggregate Year-to-Date-\$			
B. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Democratic Executive Committee of Florida P.O. Box 1758 Tallahassee, Florida 32302	N/A	5/12	\$42,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Aggregate Year-to-Date-\$			
C. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Oklahoma Democratic Headquarters 1100 Classen Drive Oklahoma City, Oklahoma 73103	N/A	5/13	\$5,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Aggregate Year-to-Date-\$			
D. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Kentucky Democratic Headquarters P.O. Box 694 Frankfort, Kentucky 40602	N/A	5/13	\$15,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Aggregate Year-to-Date-\$			
E. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
D.C. Democratic Headquarters 1875 Connecticut Ave., N.W. Washington D.C. 20009	N/A	5/13	\$2,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Aggregate Year-to-Date-\$			
F. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Democratic Party of South Carolina 711 Whaley Street Columbia, S.C. 29201	N/A	5/13	\$6,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Aggregate Year-to-Date-\$			
G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Minnesota Democratic Headquarters 730 East 38th Street Minneapolis, Minnesota 55407	N/A	5/13	\$32,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Aggregate Year-to-Date-\$			

SUBTOTAL of Receipts This Page (optional) 113,500.00

TOTAL This Period (list page this line number only)

SCHEDULE B

ITEMIZED DISBURSEMENTS

Attachment 5b

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of a commercial purpose, other than using the name and address of any political committee to solicit contributions from one.

Name of Committee (in Full)			
DNC Services Corporation/Democratic National Committee			
A. Full Name, Mailing Address and ZIP Code Arkansas Democratic Hqts. 1300 West Capitol Little Rock, Ark. 72201	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$1,000.00
B. Full Name, Mailing Address and ZIP Code Kansas Democratic Headquarters P.O. Box 1914 Topeka, Kansas 66601	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$3,875.00
C. Full Name, Mailing Address and ZIP Code West VA St. Dem. Exec. Comm. P.O. Box 6067 Charleston, W.Va. 25302	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$1,750.00
D. Full Name, Mailing Address and ZIP Code Dem. Exec. Comm. of Florida P.O. Box 1758 Tallahassee, Florida 32302	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$10,500.00
E. Full Name, Mailing Address and ZIP Code Oklahoma Democratic Hqts. 1100 Classen Drive Oklahoma City, Okla. 73103	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$1,250.00
F. Full Name, Mailing Address and ZIP Code Kentucky Democratic Hqts. P.O. Box 694 Frankfort, Ky. 40602	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$3,875.00
G. Full Name, Mailing Address and ZIP Code D.C. Democratic Hqts. 1875 Connecticut Ave., NW Washington, D.C. 20009	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$1,500.00
H. Full Name, Mailing Address and ZIP Code Dem. Party of S. Carolina 711 Whaley Street Columbia, S.C. 29201	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$1,500.00
I. Full Name, Mailing Address and ZIP Code Minnesota Democratic Hqts. 730 East 38th Street Minneapolis, Minn. 55407	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$8,000.00
SUBTOTAL of Disbursements This Page (optional)			
TOTAL This Period (last page this line number only)			90

0339
 2
 1
 2
 3
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 5
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 7
 8
 9

SCHEDULE B

ITEMIZED DISBURSEMENTS

Attachment 5c

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting commercial purposes, other than using the name and address of any political committee to solicit contributions from such a

Name of Committee (in Full)

DNC SERVICES CORPORATION / DEMOCRATIC NATIONAL COMMITTEE

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
SOUTH DAKOTA DEMOCRATIC PARTY Box 668 Pierre, South Dakota 57501	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	2,000.00
TENNESSEE DEMOCRATIC PARTY 205 7th Ave., N. Nashville, Tenn 37219	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	7,500.00
TEXAS DEMOCRATIC PARTY 215 Stokes Building Austin, TX 78701	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/29/83	32,500.00
UTAH STATE DEMOCRATIC PARTY 363 E 2nd Street Salt Lake city, Utah 84111	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/29/83	2,500.00
Democratic State Central Ctte. 8100 Asylum Ave. Hartford, CT 06105	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	5,500.00
WEST VIRGINIA STATE DEM. EXECUTIVE COMM. P.O. Box 6067 Charleston, West VA 25302	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	3,500.00
VERMONT DEMOCRATIC HQTRS. 100 South Winooski Ave., Suite 207 Burlington, VT 05401	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	1,250.00
Democratic Executive Committee of Florida P.O. Box 175 Tallahassee, FL 32302	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	21,000.00
Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		

SUBTOTAL of Disbursements This Page (optional)

135

295,282.50

06740570340

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page ___ of ___ for
LINE NUMBER 30
(Use separate schedules for each
category of the Data on
Summary Page)

Attachment 5d

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of a commercial purpose, other than using the name and address of any political committee to solicit contributions from such

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
West Virginia State Democratic Executive Committee P.O. BOX 6067 Charleston, West Virginia 25302	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	\$ 1,750.00
Democratic Executive Committee of Florida P.O. BOX 1758 Tallahassee, Florida 32302	Final payment Telethon advance Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	10,500.00
Oklahoma Democratic Headquarters 1100 Classen Drive Oklahoma City, Oklahoma 73103	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,250.00
Kentucky Democratic Headquarters P.O. BOX 694 Frankfort, Kentucky 40602	Final payment Telethon advance Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	3,875.00
D.C. Democratic Headquarter 1875 Connecticut Avenue., N.W. Washington, D.C. 20009	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,500.00
Democratic Party of South Carolina 711 Whaley Street Columbia, South Carolina 29201	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,500.00
Minnesota Democratic Headquarter 730 East 38th Street Minneapolis, Minnesota 55407.	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	8,000.00
Pennsylvania Democratic State Committee 510 North Third Street Harrisburg, PA 17101	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	8,125.00
Maine Democratic State Committee Augusta, Maine 04330	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	125.00

SUBTOTAL of Disbursements This Page (optional)

86040570342

MAINE
(Attachments 6a-d)

SCHEDULE A

ITEMIZED RECEIPTS

Line 13 (Donor) (Use separate schedule for each category of the Donor)

3

Telethon V

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of soliciting commercial purposes, other than using the name and address of any political committee to solicit contributors from such a.

Attachment 6a

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code Iowa Democratic Headquarters 1120 Mulberry Street Des Moines, Iowa 50309	Name of Employer N/A	Date (month, day, year) 5/16	Amount of Each Receipt This Period \$15,000.00
	Occupation	Aggregate Year-to-Date-\$	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			

B. Full Name, Mailing Address and ZIP Code Pennsylvania Democratic State Committee 510 North Third Street Harrisburg, PA 17101	Name of Employer N/A	Date (month, day, year) 5/17	Amount of Each Receipt This Period \$32,500.00
	Occupation	Aggregate Year-to-Date-\$	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			

C. Full Name, Mailing Address and ZIP Code Maine Democratic State Committee Augusta, Maine 04330	Name of Employer N/A	Date (month, day, year) 5/17	Amount of Each Receipt This Period \$500.00
	Occupation	Aggregate Year-to-Date-\$	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			

D. Full Name, Mailing Address and ZIP Code Washington State Democratic Central Committee 1701 Smith Tower Seattle, Washington 98104	Name of Employer N/A	Date (month, day, year) 5/17	Amount of Each Receipt This Period \$8575.94
	Occupation	Aggregate Year-to-Date-\$	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			

E. Full Name, Mailing Address and ZIP Code Democratic Campaign Committee 8100 East Jefferson Detroit, Michigan 48214	Name of Employer N/A	Date (month, day, year) 5/18	Amount of Each Receipt This Period \$10,000.00
	Occupation	Aggregate Year-to-Date-\$	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			

F. Full Name, Mailing Address and ZIP Code Democratic State Central Committee 634 Asylum Avenue Hartford, Connecticut 06105	Name of Employer N/A	Date (month, day, year) 5/20	Amount of Each Receipt This Period \$11,000.00
	Occupation	Aggregate Year-to-Date-\$	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			

G. Full Name, Mailing Address and ZIP Code North Carolina Democratic State Party P.O. Box 12196 Raleigh, North Carolina 27605	Name of Employer N/A	Date (month, day, year) 5/23	Amount of Each Receipt This Period \$16,000.00
	Occupation	Aggregate Year-to-Date-\$	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			

SUBTOTAL of Receipts This Page (optional) 93,575.94

TOTAL This Period (last page this line number only)

SCHEDULE B

ITEMIZED DISBURSEMENTS

Attachment 6b

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of commercial purposes, other than using the name and address of any political committee to solicit contributions from a

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Iowa Democratic Headquarters 1120 Mulberry Street Des Moines, Iowa 50309	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$3,750.00
Pennsylvania Dem. State Comm. 510 North Third Street Harrisburg, PA 17101	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$8,125.00
Maine Democratic St. Comm. Augusta, Maine 04330	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$125.00
Democratic Campaign Committee 8100 East Jefferson Detroit, Michigan 48214	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$2,500.00
Democratic St. Central Comm. 634 Asylum Avenue Hartford, Conn. 06105	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$2,750.00
North Carolina Dem. St. Party P.O. Box 12196 Raleigh, North Carolina 27605	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$4,000.00
Tennessee Democratic Hqts. 205 7th Avenue Nashville, Tenn. 37219	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$3,750.00
Alabama Democratic St. Party 306 Jefferson Federal Building Birmingham, Alabama 35203	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$1,875.00
Nevada Democratic Party 111 California Avenue, Reno, Nevada 89509	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$1,000.00

SUBTOTAL of Disbursements This Page (optional)

TOTAL This Period (list page the line number only)

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page _____ of _____ for 2.0
 LINE NUMBER _____
 (Use separate schedule(s) for each category of the Detailed Summary Page)

Attachment 6c

Any information received from such Reports and Statements may not be sold or used by any person for the purpose of any commercial purpose, other than using the name and address of any political committee to solicit contributions from such.

Name of Committee (in Full)

DNC SERVICES CORPORATION / DEMOCRATIC NATIONAL COMMITTEE

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
DEM STATE COMM-MISSOURI P.O. Box 719 Jefferson City, MO 22219	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	2,000.00
DEMOCRATIC PARTY OF SOUTH CAROLINA P.O. Box 1758 Columbia, South Carolina 29201	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/29/83	3,000.00
DEMOCRATIC PARTY OF WISCONSIN 126 South Franklin St Madison, WI 53703	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/29/83	2,500.00
IOWA DEMOCRATIC HEADQUARTERS 1120 Mulberry St Des Moines, Iowa 50309	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	11,250.00
KANSAS DEMOCRATIC HEADQUARTER P.O. Box 1914 Topeka, Kansas 66601	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/29/83	7,750.00
KENTUCKY DEMOCRATIC HEADQTR. P.O. Box 694 Frankfort, KY 40602	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	7,750.00
MAINE DEMOCRATIC STATE COMM Augusta, ME 04330	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	250.00
MARYLAND DEMOCRATIC PARTY 123 W. Read St Baltimore, MD	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	8,532.50
MINNESOTA DEMOCRATIC HEADQTRS. 730 E 38th St Minneapolis, MN	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/29/83	16,000.00
SUBTOTAL of Disbursements This Page (optional)			
TOTAL This Period (last page this line number only)			15

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page ___ of ___ for
LINE NUMBER 50
(Use separate schedules for each
category of the Code on
Summary Page)

Attachment 6d

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of a commercial purpose, other than using the name and address of any political committee to solicit contributions from such person.

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
West Virginia State Democratic Executive Committee P.O. BOX 6067 Charleston, West Virginia 25302	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	\$ 1,750.00
Democratic Executive Committee of Florida P.O. BOX 1758 Tallahassee, Florida 32302	Final payment Telethon advance Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	10,500.00
Oklahoma Democratic Headquarters 1100 Classen Drive Oklahoma City, Oklahoma 73103	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,250.00
Kentucky Democratic Headquarters P.O. BOX 694 Frankfort, Kentucky 40602	Final payment Telethon advance Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	3,875.00
D.C. Democratic Headquarter 1875 Connecticut Avenue., N.W. Washington, D.C. 20009	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	2,500.00
Democratic Party of South Carolina 711 Whaley Street Columbia, South Carolina 29201	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,500.00
Minnesota Democratic Headquarter 730 East 38th Street Minneapolis, Minnesota 55407.	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	8,000.00
Pennsylvania Democratic State Committee 510 North Third Street Harrisburg, PA 17101	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	8,125.00
Maine Democratic State Committee Augusta, Maine 04330	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	225.00

0346703467

SUBTOTAL of Disbursements This Page (optional)

86040570347

NEVADA
(Attachments 7a-d)

SCHEDULE A

ITEMIZED RECEIPTS

LINE NUMBER 12
 (Use separate schedule for each
 recipient of this Period) **36**

Telethon V

Attachment 7a

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of commercial purposes, other than using the name and address of any political committee to solicit contributions from donors.

Name of Contributor (in Full) DNC Services Corporation/ Democratic National Committee				
A. Full Name, Mailing Address and ZIP Code Tennessee Democratic Headquarters 205 7th Avenue Nashville, Tennessee 37219		Name of Employer N/A	Date (month, day, year) 5/13	Amount of Each Receipt This Period \$15,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Occupation	Aggregate Year-to-Date—\$	
B. Full Name, Mailing Address and ZIP Code Alabama Democratic State Party 306 Jefferson Federal Building Birmingham, Alabama 35203		Name of Employer N/A	Date (month, day, year) 5/24	Amount of Each Receipt This Period \$7,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Occupation	Aggregate Year-to-Date—\$	
C. Full Name, Mailing Address and ZIP Code Nevada Democratic Party 111 California Avenue Reno, Nevada 89509		Name of Employer N/A	Date (month, day, year) 5/26	Amount of Each Receipt This Period \$4,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Occupation	Aggregate Year-to-Date—\$	
D. Full Name, Mailing Address and ZIP Code New Hampshire Democratic Party 77 North Main Street Concord, New Hampshire 03301		Name of Employer N/A	Date (month, day, year) 5/27	Amount of Each Receipt This Period \$2,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Occupation	Aggregate Year-to-Date—\$	
E. Full Name, Mailing Address and ZIP Code		Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Occupation	Aggregate Year-to-Date—\$	
F. Full Name, Mailing Address and ZIP Code		Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Occupation	Aggregate Year-to-Date—\$	
G. Full Name, Mailing Address and ZIP Code		Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Occupation	Aggregate Year-to-Date—\$	
SUBTOTAL (Receipts This Page (optional))				29,000.00
TOTAL This Period (last page this line number only)				\$519,140.94

SCHEDULE B

FINANCED ELECTIONS

Attachment 7b

Any information copied from such Reports and Statements may not be used or cited by any person for the purpose of commercial purposes, other than using the name and address of any political committee to solicit contributions from...

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

49
15
70
57
0
5
4
0
5
7
0
5
7
0
5

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Iowa Democratic Headquarters 1120 Mulberry Street Des Moines, Iowa 50309	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$3,750.00
B. Full Name, Mailing Address and ZIP Code Pennsylvania Dem. State Comm. 510 North Third Street Harrisburg, PA 17101	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$8,125.00
C. Full Name, Mailing Address and ZIP Code Maine Democratic St. Comm. Augusta, Maine 04330	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$125.00
D. Full Name, Mailing Address and ZIP Code Democratic Campaign Committee 8100 East Jefferson Detroit, Michigan 48214	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$2,500.00
E. Full Name, Mailing Address and ZIP Code Democratic St. Central Comm. 634 Asylum Avenue Hartford, Conn. 06105	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$2,750.00
F. Full Name, Mailing Address and ZIP Code North Carolina Dem. St. Party P.O. Box 12196 Raleigh, North Carolina 27605	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$4,000.00
G. Full Name, Mailing Address and ZIP Code Tennessee Democratic Hqts. 205 7th Avenue Nashville, Tenn. 37219	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$3,750.00
H. Full Name, Mailing Address and ZIP Code Alabama Democratic St. Party 306 Jefferson Federal Building Birmingham, Alabama 35203	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$1,875.00
I. Full Name, Mailing Address and ZIP Code Nevada Democratic Party 111 California Avenue, Reno, Nevada 89509	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$1,000.00

SUBTOTAL of Disbursements This Page (optional)

TOTAL This Period (last page this line number only)

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page ___ of ___ for 20
LINE NUMBER
(Use separate schedules for each category of the Detailed Summary Page)

Attachment 7c

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of so commercial purposes, other than using the name and address of any political committee to solicit contributions from such

Name of Committee (in Full)

DNC SERVICES CORPORATION / DEMOCRATIC NATIONAL COMMITTEE

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
MISSISSIPPI DEMOCRATIC PARTY P.O. Box 1583 Jackson, Miss. 39205	N/A	11/10/83	1,750.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
NEW HAMPSHIRE DEMOCRATIC PARTY 77 N. Main Street Concord, NH 03301	N/A	11/10/83	1,250.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
NEVADA DEMOCRATIC PARTY 111 California Ave., Reno, Nevada 89509	N/A	11/29/83	2,000.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
NEW YORK DEMOCRATIC HEADQTRS. 60 E 42nd ST New York, NY 10165	N/A	11/10/83	42,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
NORTH DAKOTA DEMOCRATIC HEADQTR 1903 East Drive Ave., Bismarck, Nevada 58051	N/A	11/29/83	2,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
NORTH CAROLINA DEM. STATE PARTY P.O. Box 12196 Raleigh, NC 27605	N/A	11/10/83	8,000.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
OHIO DEMOCRATIC PARTY 88 East Broad St., Suite 2005 Columbus, Ohio 43215	N/A	11/10/83	21,250.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
OKLAHOMA DEMOCRATIC HEADQUARTER 1100 Classen Drive., Oklahoma City, OK 73103	N/A	11/10/83	2,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
PENNSYLVANIA DEMOCRATIC STATE COMM. 510 N. 3rd Street Harrisburg, PA 17101	N/A	11/10/83	16,250.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		

SUBTOTAL of Disbursements This Page (optional)

TOTAL of Disbursements This Page (optional)

134

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page ___ of ___ for
LINE NUMBER 20
(Use separate schedules for each
category of the Detailed
Summary Page)

Attachment 7d

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of commercial purposes, other than using the name and address of any political committee to solicit contributions from a

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Democratic State Central Committee 634 Asylum Avenue Hartford, Connecticut 06105	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	\$ 2,750.00
B. Full Name, Mailing Address and ZIP Code North Carolina Democratic State Party P.O. BOX 12196 Raleigh, North Carolina 27605	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	4,000.00
C. Full Name, Mailing Address and ZIP Code Tennessee Democratic Headquarters 205 7th Avenue Nashville, Tennessee 37219	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	3,750.00
D. Full Name, Mailing Address and ZIP Code Alabama Democratic State Party 306 Jefferson Federal Building Birmingham, Alabama 35203	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,875.00
E. Full Name, Mailing Address and ZIP Code Nevada Democratic Party 111 California Avenue Reno, Nevada 89501	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,000.00
F. Full Name, Mailing Address and ZIP Code New Hampshire Democratic Party 77 North Main Street Concord, New Hampshire 03301	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	625.00
G. Full Name, Mailing Address and ZIP Code California Democratic State Comm. 1731 T Street Sacramento, California 95814	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	7,000.00
H. Full Name, Mailing Address and ZIP Code 1982 National Party Conference 1625 Mass. Ave., N.W., Washington, D.C. 20036	Transfer Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/31/84	2,965.75
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year)	Amount of Each Disbursement This Period

86040570352

NEW HAMPSHIRE
(Attachments 8a-d)

SCHEDULE A

ITEMIZED RECEIPTS

LINE NUMBER 12
 (Use separate schedules for each
 category of the Receipts)

41

Telethon V

Attachment 8a

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of soliciting commercial purposes, other than using the name and address of any political committee to solicit contributions from such person.

Name of Committee (in Full)			
DNC Services Corporation/ Democratic National Committee			
A. Full Name, Mailing Address and ZIP Code Tennessee Democratic Headquarters 205 7th Avenue Nashville, Tennessee 37219	Name of Employer N/A	Date (month, day, year) 5/13	Amount of Each Receipt This Period \$15,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date—\$	
B. Full Name, Mailing Address and ZIP Code Alabama Democratic State Party 306 Jefferson Federal Building Birmingham, Alabama 35203	Name of Employer N/A	Date (month, day, year) 5/24	Amount of Each Receipt This Period \$7,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date—\$	
C. Full Name, Mailing Address and ZIP Code Nevada Democratic Party 111 California Avenue Reno, Nevada 89509	Name of Employer N/A	Date (month, day, year) 5/26	Amount of Each Receipt This Period \$4,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date—\$	
D. Full Name, Mailing Address and ZIP Code New Hampshire Democratic Party 77 North Main Street Concord, New Hampshire 03301	Name of Employer N/A	Date (month, day, year) 5/27	Amount of Each Receipt This Period \$2,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date—\$	
E. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date—\$	
F. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date—\$	
G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date—\$	
SUBTOTAL C: Receipts This Page (optional)			29,000.00
TOTAL This Period (list date this line number only)			\$519,140.94

Attachment 8b

Any information copied from such Form is not guaranteed and may not be sold or used by any person for the purpose
commercial purposes, other than using the name and address of any political committee to which contributions from

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
New Hampshire Democratic Party 77 North Main Street Concord, N.H. 03301	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$625.00
B. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
C. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
D. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
E. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
F. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
G. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
H. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
SUBTOTAL of Disbursements This Page (optional)			
TOTAL This Period (last page this line number only)			153,891.26

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SCHEDULE B

ITEMIZED DISBURSEMENTS

Page _____ of _____ for 20
LINE NUMBER _____
(Use separate schedule(s) for each
category of the Detailed
Summary Page)

Attachment 8c

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of a commercial purpose, other than using the name and address of any political committee to solicit contributions from it.

Name of Committee (in Full)

DNC SERVICES CORPORATION / DEMOCRATIC NATIONAL COMMITTEE

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
MISSISSIPPI DEMOCRATIC PARTY P.O. Box 1583 Jackson, Miss. 39205	N/A	11/10/83	1,750.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
NEW HAMPSHIRE DEMOCRATIC PARTY 77 N. Main Street Concord, NH 03301	N/A	11/10/83	1,250.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
NEVADA DEMOCRATIC PARTY 111 California Ave., Reno, Nevada 89509	N/A	11/29/83	2,000.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
NEW YORK DEMOCRATIC HEADQTRS. 60 E 42nd ST New York, NY 10165	N/A	11/10/83	42,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
NORTH DAKOTA DEMOCRATIC HEADQTR 1903 East Drive Ave., Bismarck, Nevada 58051	N/A	11/29/83	2,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
NORTH CAROLINA DEM. STATE PARTY P.O. Box 12196 Raleigh, NC 27605	N/A	11/10/83	8,000.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
OHIO DEMOCRATIC PARTY 88 East Broad St., Suite 2005 Columbus, Ohio 43215	N/A	11/10/83	21,250.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
OKLAHOMA DEMOCRATIC HEADQUARTER 1100 Classen Drive., Oklahoma City, OK 73103	N/A	11/10/83	2,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
PENNSYLVANIA DEMOCRATIC STATE COMM. 510 N. 3rd Street Harrisburg, PA 17101	N/A	11/10/83	16,250.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		

SUBTOTAL of Disbursements This Page (optional)

134

TOTAL Disbursements This Page (optional)

SCHEDULE B ITEMIZED DISBURSEMENTS

Attachment 8d

All information copied from such Reports and Statements may not be sold or used by any person for the purpose of commercial purposes, other than using the name and address of any political committee to solicit contributions from

Name of Committee (in Full)			
DNC Services Corporation/Democratic National Committee			
A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Democratic State Central Committee 634 Asylum Avenue Hartford, Connecticut 06105	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	\$ 2,750.00
B. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
North Carolina Democratic State Party P.O. BOX 12196 Raleigh, North Carolina 27605	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	4,000.00
C. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Tennessee Democratic Headquarters 205 7th Avenue Nashville, Tennessee 37219	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	3,750.00
D. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Alabama Democratic State Party 306 Jefferson Federal Building Birmingham, Alabama 35203	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,875.00
E. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Nevada Democratic Party 111 California Avenue Reno, Nevada 89501	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,000.00
F. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
New Hampshire Democratic Party 77 North Main Street Concord, New Hampshire 03301	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	625.00
G. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
California Democratic State Comm, 1731 T Street Sacramento, California 95814	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	7,000.00
H. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
1982 National Party Conference 1625 Mass. Ave., N.W., Washington, D.C. 20036	Transfer Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/31/84	2,965.75
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		

SUBTOTAL of Disbursements This Page (Include 1)

96040570357

OKLAHOMA
(Attachments 9a-d)

SCHEDULE A

ITEMIZED RECEIPTS

Line entered elsewhere for each category of the Detailed Summary Page **46**

Telethon V

Attachment 9a

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of political commercial purposes, other than using the name and address of any political committee to solicit contributions from such

Name of Committee (in Full)
DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
West VA State Democratic Executive Committee P.O. Box 6067 Charleston, West Virginia 25302	N/A	5/12	\$7,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-S	
B. Full Name, Mailing Address and ZIP Code Democratic Executive Committee of Florida P.O. Box 1758 Tallahassee, Florida 32302	N/A	5/12	\$42,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-S	
C. Full Name, Mailing Address and ZIP Code Oklahoma Democratic Headquarters 1100 Classen Drive Oklahoma City, Oklahoma 73103	N/A	5/13	\$5,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-S	
D. Full Name, Mailing Address and ZIP Code Kentucky Democratic Headquarters P.O. Box 694 Frankfort, Kentucky 40602	N/A	5/13	\$15,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-S	
E. Full Name, Mailing Address and ZIP Code D.C. Democratic Headquarters 1875 Connecticut Ave., N.W. Washington D.C. 20009	N/A	5/13	\$2,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-S	
F. Full Name, Mailing Address and ZIP Code Democratic Party of South Carolina 711 Whaley Street Columbia, S.C. 29201	N/A	5/16	\$4,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-S	
G. Full Name, Mailing Address and ZIP Code Minnesota Democratic Headquarters 730 East 38th Street Minneapolis, Minnesota 55407	N/A	5/13	\$32,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-S	
SUBTOTAL of Receipts This Page (optional)			113,500.00
TOTAL This Period (last page this line number only)			

SCHEDULE B

ITEMIZED DISBURSEMENTS

Attachment 9b

Any information copied from such Returns and Statements may not be sold or used by any person for the purpose of commercial purposes, other than using the name and address of any political committee to solicit contributions from

Name of Committee (in Full)			
DNC Services Corporation/Democratic National Committee			
A. Full Name, Mailing Address and ZIP Code Arkansas Democratic Hqts. 1300 West Capitol Little Rock, Ark. 72201	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$1,000.00
B. Full Name, Mailing Address and ZIP Code Kansas Democratic Headquarters P.O. Box 1914 Topeka, Kansas 66601	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$3,875.00
C. Full Name, Mailing Address and ZIP Code West VA St. Dem. Exec. Comm. P.O. Box 6067 Charleston, W.Va. 25302	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$1,750.00
D. Full Name, Mailing Address and ZIP Code Dem. Exec. Comm. of Florida P.O. Box 1758 Tallahassee, Florida 32302	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$10,500.00
E. Full Name, Mailing Address and ZIP Code Oklahoma Democratic Hqts. 1100 Classen Drive Oklahoma City, Okla. 73103	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$1,250.00
F. Full Name, Mailing Address and ZIP Code Kentucky Democratic Hqts. P.O. Box 694 Frankfort, Ky. 40602	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$3,875.00
G. Full Name, Mailing Address and ZIP Code D.C. Democratic Hqts. 1875 Connecticut Ave., NW Washington, D.C. 20009	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$1,500.00
H. Full Name, Mailing Address and ZIP Code Dem. Party of S. Carolina 711 Whaley Street Columbia, S.C. 29201	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$1,500.00
I. Full Name, Mailing Address and ZIP Code Minnesota Democratic Hqts. 730 East 38th Street Minneapolis, Minn. 55407	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$8,000.00
SUBTOTAL of Disbursements This Page (optional)			
TOTAL This Period (last page this line number only)			90

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page ____ of ____ for
LINE NUMBER ____ 20
(Use separate schedule(s) for each
category of the Detailed
Summary Page)

Attachment 9c

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of or commercial purposes, other than using the name and address of any political committee to solicit contributions from such

Name of Committee (in Full)

DNC SERVICES CORPORATION / DEMOCRATIC NATIONAL COMMITTEE

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
MISSISSIPPI DEMOCRATIC PARTY P.O. Box 1583 Jackson, Miss. 39205	N/A	11/10/83	1,750.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
NEW HAMPSHIRE DEMOCRATIC PARTY 77 N. Main Street Concord, NH 03301	N/A	11/10/83	1,250.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
NEVADA DEMOCRATIC PARTY 111 California Ave., Reno, Nevada 89509	N/A	11/29/83	2,000.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
NEW YORK DEMOCRATIC HEADQTRS. 60 E 42nd ST New York, NY 10165	N/A	11/10/83	42,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
NORTH DAKOTA DEMOCRATIC HEADQTR 1903 East Drive Ave., Bismarck, Nevada 58051	N/A	11/29/83	2,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
NORTH CAROLINA DEM. STATE PARTY P.O. Box 12196 Raleigh, NC 27605	N/A	11/10/83	8,000.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
OHIO DEMOCRATIC PARTY 88 East Broad St., Suite 2005 Columbus, Ohio 43215	N/A	11/10/83	21,250.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
OKLAHOMA DEMOCRATIC HEADQUARTER 1100 Classen Drive., Oklahoma City, OK 73103	N/A	11/10/83	2,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
PENNSYLVANIA DEMOCRATIC STATE COMM. 510 N. 3rd Street Harrisburg, PA 17101	N/A	11/10/83	16,250.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		

SUBTOTAL of Disbursements This Page (optional)

TOTAL This Page (Use same line number only)

134

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page ___ of ___ for
LINE NUMBER 40
(Use separate schedules for each
category of the Data on
Summary Page)

Attachment 9d

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of or commercial purposes, other than using the name and address of any political committee to solicit contributions from such.....

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
West Virginia State Democratic Executive Committee P.O. BOX 6067 Charleston, West Virginia 25302	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	\$ 1,750.00
Democratic Executive Committee of Florida P.O. BOX 1758 Tallahassee, Florida 32302	Final payment Telethon advance Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	10,500.00
Oklahoma Democratic Headquarters 1100 Classen Drive Oklahoma City, Oklahoma 73103	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,250.00
Kentucky Democratic Headquarters P.O BOX 694 Frankfort, Kentucky 40602	Final payment Telethon advance Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	3,875.00
D.C. Democratic Headquarter 1875 Connecticut Avenue., N.W. Washington, D.C. 20009	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,500.00
Democratic Party of South Carolina 711 Whaley Street Columbia, South Carolina 29201	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,500.00
Minnesota Democratic Headquarter 730 East 38th Street Minneapolis, Minnesota 55407.	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	8,000.00
Pennsylvania Democratic State Committee 510 North Third Street Harrisburg, PA 17101	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	8,125.00
Maine Democratic State Committee Augusta, Maine 04330	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	125.00

SUBTOTAL of Disbursements This Page (optional)

86740570362

SOUTH DAKOTA
(Attachments 10a-d)

SCHEDULE A

ITEMIZED RECEIPTS

Line Number (1-12)
 (An amount allocated for each category of the General Summary Panel)

51

Telethon V

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of or commercial purposes, other than using the name and address of any political committee to solicit contributions from a

Attachment 10a

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Utah State Democratic Committee 363 East 2nd Street Salt Lake City, Utah 84111	N/A	5/10	\$5,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
B. Full Name, Mailing Address and ZIP Code Texas Democratic Party 306 Stokes Building Austin, Texas 78701	N/A	5/13 5/10	\$5,000.00 \$60,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
C. Full Name, Mailing Address and ZIP Code Mississippi Democratic Party P.O. Box 1583 Jackson, Mississippi 39205	N/A	5/10	\$3,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
D. Full Name, Mailing Address and ZIP Code South Dakota Democratic Party Box 668 Pierre, South Dakota 57501	N/A	5/10	\$4,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
E. Full Name, Mailing Address and ZIP Code Democratic Party of Wisconsin 126 South Franklin Street Madison, Wisconsin 53703	N/A	5/10	\$5,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
F. Full Name, Mailing Address and ZIP Code Arkansas Democratic Headquarters 1300 West Capitol Little Rock, Arkansas 72201	N/A	5/11	\$4,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
G. Full Name, Mailing Address and ZIP Code Kansas Democratic Headquarters P.O. Box 1914 Topeka, Kansas 66601	N/A	5/12 5/27	\$8,000.00 \$7,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
SUBTOTAL of Receipts This Page (optional)	102,000.00		
TOTAL This Period (last page this line number only)			

SCHEDULE B

ITEMIZED DISBURSEMENTS

52

Attachment 10b

Any information copied from such Reports and Statements may not be used or used by any person for the purpose of commercial purposes, other than using the name and address of any political committee to solicit contributions from

Name of Committee (in Full)			
DNC Services Corporation/Democratic National Committee			
A. Full Name, Mailing Address and ZIP Code Democratic St. Central Comm. 715 South 14th Street Lincoln, Nebraska 68508	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$1,250.00
B. Full Name, Mailing Address and ZIP Code Democratic Party of Virginia Ste. 801 701 E. Franklin Richmond, VA 22219	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$5,625.00
C. Full Name, Mailing Address and ZIP Code Democratic St. Comm. Missouri P.O. Box 719 Jefferson City, MO. 65102	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$1,000.00
D. Full Name, Mailing Address and ZIP Code Maryland Democratic Party 123 West Read Street Baltimore, MD	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$4,266.25
E. Full Name, Mailing Address and ZIP Code Utah St. Democratic Comm. 363 East 2nd Street Salt Lake City, Utah 84111	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$1,250.00
F. Full Name, Mailing Address and ZIP Code Texas Democratic Party 306 Stokes Building Austin, Texas 78701	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$16,250.00
G. Full Name, Mailing Address and ZIP Code Mississippi Democratic Party P.O. Box 1583 Jackson, Miss. 39205	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$875.00
H. Full Name, Mailing Address and ZIP Code South Dakota Dem. Party Box 668 Pierre, S.D. 57501	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$1,000.00
I. Full Name, Mailing Address and ZIP Code Dem. Party of Wisconsin 126 South Franklin St., Madison, Wisconsin 53703	Purpose of Disbursement N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year) 7/6/83	Amount of Each Disbursement This Period \$1,250.00
SUBTOTAL of Disbursements This Page (optional)			
TOTAL This Period (last page this line number only)			89

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page ___ of ___ for 20
 LINE NUMBER ___
 (Use separate schedules for each category of the Detailed Summary Page)

Attachment 19c

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of a commercial purpose, other than using the name and address of any political committee to solicit contributions from such

Name of Committee (in Full)

DNC SERVICES CORPORATION / DEMOCRATIC NATIONAL COMMITTEE

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
SOUTH DAKOTA DEMOCRATIC PARTY Box 668 Pierre, South Dakota 57501	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	2,000.00
B. Full Name, Mailing Address and ZIP Code TENNESSEE DEMOCRATIC PARTY 205 7th Ave., N. Nashville, Tenn 37219	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	7,500.00
C. Full Name, Mailing Address and ZIP Code TEXAS DEMOCRATIC PARTY 215 Stokes Building Austin, TX 78701	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/29/83	32,500.00
D. Full Name, Mailing Address and ZIP Code UTAH STATE DEMOCRATIC PARTY 363 E 2nd Street Salt Lake city, Utah 84111	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/29/83	2,500.00
E. Full Name, Mailing Address and ZIP Code Democratic State Central Ctte. 8100 Asylum Ave. Hartford, CT 06105	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	5,500.00
F. Full Name, Mailing Address and ZIP Code WEST VIRGINIA STATE DEM. EXECUTIVE COMM. P.O. Box 6067 Charleston, West VA 25302	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	3,500.00
G. Full Name, Mailing Address and ZIP Code VERMONT DEMOCRATIC HQTRS. 100 South Willinooski Ave., Suite 207 Burlington, VT 05401	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	1,250.00
H. Full Name, Mailing Address and ZIP Code Democratic Executive Committee of Florida P.O. Box 175 Tallahassee, FL 32302	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	21,000.00
I. Full Name, Mailing Address and ZIP Code	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year)	Amount of Each Disbursement This Period
SUBTOTAL of Disbursements This Page (optional)			135
TOTAL This Period (last page this line number only)			295,282.50

86740570367

VERMONT
(Attachments 11a-d)

SCHEDULE A

ITEMIZED RECEIPTS

LINE NUMBER 12
(Use separate schedule for each category of the Receipt)

56

TELETHON V

Attachment 11 a

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of any commercial purpose, other than using the name and address of any political committee to collect contributions from outside.

Name of Committee (in Full)

DNC SERVICES CORPORATION/ DEMOCRATIC NATIONAL COMMITTEE

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
ARIZONA DEMOCRATIC PARTY P.O. Box 1944 Phoenix, Arizona 85004	N/A	4/22/83	17,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): Telethon V		Occupation: N/A Aggregate Year-to-Date-S	
B. Full Name, Mailing Address and ZIP Code VERMONT DEMOCRATIC HTS. 109 South Winocski Ave, Ste. 207 Burlington, VT 05401	N/A	4/25/83	2,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): Telethon V		Occupation: N/A Aggregate Year-to-Date-S	
C. Full Name, Mailing Address and ZIP Code DELAWARE DEMOCRATIC HTS. Radisson Hotel, Ste. B Wilmington, DE 19807	N/A	4/25/83	3,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): Telethon V		Occupation: N/A Aggregate Year-to-Date-S	
D. Full Name, Mailing Address and ZIP Code Democratic State Central Committee Of Louisiana 5700 Florida Blvd., Ste. 324 Baton Rouge, LA 70806	N/A	4/26/83	10,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): Telethon V		Occupation: N/A Aggregate Year-to-Date-S	
E. Full Name, Mailing Address and ZIP Code Washington State Democratic Central Committee 1701 Smith Tower Seattle, Washington 98104	N/A	4/27/83	13,924.06
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): Telethon V		Occupation: N/A Aggregate Year-to-Date-S	
F. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Occupation Aggregate Year-to-Date-S	
G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Occupation Aggregate Year-to-Date-S	

SUBTOTAL of Receipts This Page (optional)

TOTAL This Period (list page this line number only) \$ 46,924.06

SCHEDULE B

ITEMIZED DISBURSEMENTS

Line Number 20 (57)
 (Use separate schedule for each category of the General Summary Page)

Attachment 11b

Any information copied from such Reports and Disbursements may not be sold or used by any person for the purpose of a commercial purpose, other than using the name and address of any political committee to solicit contributions from it.

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Arizona Democratic Party PO Box 1944 Phoenix, AZ 85004	N/A	7/6/83	\$4,250.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
Vermont Democratic Hqts. 109 South Winsoski Ave, Ste. 20 Burlington, VT 05401	N/A	7/6/83	\$625.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
Delaware Democratic Hqts. Radisson Hotel, Ste. B Wilmington, DE 19807	N/A	7/6/83	\$875.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
Democratic State Central Committee of Louisiana 5700 Florida Blvd, Ste 324 Baton Rouge, LA 70806	N/A	7/6/83	2,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
Washington St. Dem. Central Comm. 1701 Smith Tower Seattle, Washington 98104	N/A	7/6/83	\$5,625.01
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
California State Demo. Central Committee 9911 West Pico, #301 Los Angeles, CA 90035	N/A	7/6/83	12,375.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
Ohio Democratic Party 88 East Broad St. Ste 2005 Columbus, Ohio 43215	N/A	7/6/83	\$10,625.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
New York Democratic Hqts. 60 East 42nd St., New York, NY 10165	N/A	7/6/83	\$21,250.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
North Dakota Democratic Hqt 1902 East Drive Ave., Bismarck, N.D. 58051	N/A	7/6/83	\$1,250.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		

SUBTOTAL of Disbursements This Page (optional)

TOTAL This Period (last page this line number only) **88**

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page ___ of ___ for 2.0
LINE NUMBER
(Use separate schedule(s) for each category of the Detailed Summary Page)

Attachment 11c

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of a commercial purpose, other than using the name and address of any political committee to solicit contributions from such persons.

Name of Committee (in Full)

DNC SERVICES CORPORATION / DEMOCRATIC NATIONAL COMMITTEE

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
SOUTH DAKOTA DEMOCRATIC PARTY Box 668 Pierre, South Dakota 57501	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	2,000.00
TENNESSEE DEMOCRATIC PARTY 205 7th Ave., N. Nashville, Tenn 37219	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	7,500.00
TEXAS DEMOCRATIC PARTY 215 Stokes Building Austin, TX 78701	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/29/83	32,500.00
UTAH STATE DEMOCRATIC PARTY 363 E 2nd Street Salt Lake city, Utah 84111	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/29/83	2,500.00
Democratic State Central Ctte. 8100 Asylum Ave. Hartford, CT 06105	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	5,500.00
WEST VIRGINIA STATE DEM. EXECUTIVE COMM. P.O. Box 6067 Charleston, West VA 25302	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	3,500.00
VERMONT DEMOCRATIC HQTRS. 100 South Winooski Ave., Suite 207 Burlington, VT 05401	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	1,250.00
Democratic Executive Committee of Florida P.O. Box 175 Tallahassee, FL 32302	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	21,000.00

SUBTOTAL of Disbursements This Page (optional)

135

TOTAL This Period (last page this line number only)

295,282.50

SCHEDULE B

ITEMIZED DISBURSEMENTS

Attachment 11d

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of commercial purposes, other than using the name and address of any political committee to solicit contributions from a

Name of Committee (in Full)			
DNC Services Corporation/Democratic National Committee			
A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Arizona Democratic Party P.O. BOX 1944 Phoenix, Arizona 85004	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	\$ 4,250.00
B. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Vermont Democratic Headquarter 109 South Winooski Avenue., Suite 207 Burlington, Vermont 05401	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	625.00
C. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Delaware Democratic Headquarter Radison Hotel, Suite B Wilimington, Delaware 19807	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	875.00
D. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Democratic State Central Committee of Louisiana 5700 Florida Blvd., Suite 324 Baton Rouge, Louisiana 70806	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	2,500.00
E. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Ohio Democratic Party 88 East Broad Street., Suite 2005 Columbus, Ohio 43215	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	10,625.00
F. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
New York Democratic Headquarters 60 East 42nd Street New York, New York 10165	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	21,250.00
G. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
North Dakota Democratic Headquarter 1902 East Drive Avenue Bismarck, North Dakota 58001	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,250.00
H. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Democratic State Central Committee 715 South 14th Street Lincoln, Nebraska 68508	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,250.00
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Democratic Party of Virginia Suite 801 701 East Franklin Richmond, Virginia 22219	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	5,625.00

SUBTOTAL of Disbursements This Page (optional)

75

8 6 7 4 0 5 7 0 3 7 2

WASHINGTON
(Attachments 12a-e)

SCHEDULE A

ITEMIZED RECEIPTS

LINE NUMBER 12
 (Use column schedule 12 for each category of the Detailed Summary Page) 61

TELETHON V

Attachment 12a

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of soliciting commercial purposes, other than using the name and address of any political committee to solicit contributions from such

Name of Committee (in Full)
DNC SERVICES CORPORATION/ DEMOCRATIC NATIONAL COMMITTEE

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
ARIZONA DEMOCRATIC PARTY P.O. Box 1944 Phoenix, Arizona 85004	N/A	4/22/83	17,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): Telethon V	Occupation N/A	Aggregate Year-to-Date—\$	
B. Full Name, Mailing Address and ZIP Code VERMONT DEMOCRATIC HTS. 109 South Winocski Ave, Ste. 207 Burlington, VT 05401	N/A	4/25/83	2,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): Telethon V	Occupation N/A	Aggregate Year-to-Date—\$	
C. Full Name, Mailing Address and ZIP Code DELAWARE DEMOCRATIC HTS. Radisson Hotel, Ste. B Wilmington, DE 19807	N/A	4/25/83	3,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): Telethon V	Occupation N/A	Aggregate Year-to-Date—\$	
D. Full Name, Mailing Address and ZIP Code Democratic State Central Committee Of Louisiana 5700 Florida Blvd., Ste. 324 Baton Rouge, LA 70806	N/A	4/26/83	10,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): Telethon V	Occupation N/A	Aggregate Year-to-Date—\$	
E. Full Name, Mailing Address and ZIP Code Washington State Democratic Central Committee 1701 Smith Tower Seattle, Washington 98104	N/A	4/27/83	13,924.06
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): Telethon V	Occupation N/A	Aggregate Year-to-Date—\$	
F. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
	Occupation		
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date—\$		
G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
	Occupation		
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date—\$		

SUBTOTAL of Receipts This Page (optional)

TOTAL This Period (last page this line number only) \$ 46,924.06

SCHEDULE A

ITEMIZED RECEIPTS

USE NUMBER 1105 (also appears elsewhere for each page of the Receipt)

(62)

Telethon V

Attachment 12b

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of all commercial purposes, other than using the name and address of any political committee to solicit contributions from another person.

Name of Committee (in Full) DNC Services Corporation/Democratic National Committee			
A. Full Name, Mailing Address and ZIP Code Iowa Democratic Headquarters 1120 Mulberry Street Des Moines, Iowa 50309	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
	N/A	5/16	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
B. Full Name, Mailing Address and ZIP Code Pennsylvania Democratic State Committee 510 North Third Street Harrisburg, PA 17101	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
	N/A	5/17	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
C. Full Name, Mailing Address and ZIP Code Maine Democratic State Committee Augusta, Maine 04330	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
	N/A	5/17	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
D. Full Name, Mailing Address and ZIP Code Washington State Democratic Central Committee 1701 Smith Tower Seattle, Washington 98104	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
	N/A	5/17	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
E. Full Name, Mailing Address and ZIP Code Democratic Campaign Committee 8100 East Jefferson Detroit, Michigan 48214	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
	N/A	5/18	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
F. Full Name, Mailing Address and ZIP Code Democratic State Central Committee 634 Asylum Avenue Hartford, Connecticut 06105	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
	N/A	5/20	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
G. Full Name, Mailing Address and ZIP Code North Carolina Democratic State Party P.O. Box 12196 Raleigh, North Carolina 27605	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
	N/A	5/23	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
SUBTOTAL of Receipts This Page (optional)			93,575.94
TOTAL This Period (last page this line number only)			

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page _____ of _____
 LINE NUMBER _____
 (The number of lines for each category of the Detailed Summary Page)

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Attachment 12c

Any information copied from such records and documents may not be sold or used by any person for the purpose of commercial purposes, other than using the name and address of any political committee to solicit contributions from.

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Arizona Democratic Party PO Box 1944 Phoenix, AZ 85004	N/A	7/6/83	\$4,250.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
Vermont Democratic Hqts. 109 South Winooski Ave, Ste. 207 Burlington, VT 05401	N/A	7/6/83	\$625.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
Delaware Democratic Hqts. Radisson Hotel, Ste. B Wilmington, DE 19807	N/A	7/6/83	\$875.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
Democratic State Central Committee of Louisiana 5700 Florida Blvd, Ste 324 Baton Rouge, LA 70806	N/A	7/6/83	2,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
Washington St. Dem. Central Comm. 1701 Smith Tower Seattle, Washington 98104	N/A	7/6/83	\$5,625.01
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
California State Demo. Central Committee 9911 West Pico, #301 Los Angeles, CA 90035	N/A	7/6/83	12,375.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
Ohio Democratic Party 88 East Broad St. Ste 2005 Columbus, Ohio 43215	N/A	7/6/83	\$10,625.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
New York Democratic Hqts. 60 East 42nd St., New York, NY 10165	N/A	7/6/83	\$21,250.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
North Dakota Democratic Hqts. 1902 East Drive Ave., Bismarck, N.D. 58051	N/A	7/6/83	\$1,250.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		

SUBTOTAL of Disbursements This Page (optional)

TOTAL This Period (last page this line number only) **88**

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SCHEDULE B

ITEMIZED DISBURSEMENTS

Page ____ of ____ for
LINE NUMBER 20
(Use separate schedule for each
category of the Detailed
Summary Page)

Attachment 12d

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of commercial purposes, other than using the name and address of any political committee to solicit contributions from.

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
1982 Democratic Party Conference 1625 Mass. Ave., N.W. Washington, D.C.	Transfer	9/30/83	6,124.54
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
Washington State Dem. Central Cttee. 1701 Smith Tower Seattle, WA 98104	Transfer	9/30/83	12,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
C. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
D. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
E. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
F. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
G. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
H. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		

SUBTOTAL of Disbursements This Page (optional)

TOTAL This Period (last page this line number only) 107 18,624.54

0373

65

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page 1 of 1 for
LINE NUMBER 20
(Use separate schedules for each
category of the Detailed
Summary Page.)

Attachment 12e

Any information copied from such Reports and Statements may not be sold or used by any person for the commercial purposes, other than using the name and address of any political committee to solicit contributions.

Name of Committee (in Full)

DEMOCRATIC NATIONAL COMMITTEE

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Washington State Democratic Central Committee 1701-Smith Tower Seattle, Washington	Transfer Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	10/30/83	\$4,374.00
Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
C. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year)	Amount of Each Disbursement This Period
D. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year)	Amount of Each Disbursement This Period
E. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year)	Amount of Each Disbursement This Period
F. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year)	Amount of Each Disbursement This Period
G. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year)	Amount of Each Disbursement This Period
H. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year)	Amount of Each Disbursement This Period
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year)	Amount of Each Disbursement This Period

9 6 7 1 0 5 7 0 3 7 7

SUBTOTAL of Disbursements This Page (optional)

TOTAL This Period (last page this line number only)

4,374.00

66

86040870379

WEST VIRGINIA
(Attachments 13a-d)

SCHEDULE A

ITEMIZED RECEIPTS

Line Number 12
 (Use separate schedule for each category of the Donor)

67

Telethon V

Attachment 13a

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of either commercial purposes, other than using the name and address of any political committee to solicit contributions from such.

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
West VA State Democratic Executive Committee P.O. Box 6067 Charleston, West Virginia 25302	N/A	5/12	\$7,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Aggregate Year-to-Date-\$			
B. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Democratic Executive Committee of Florida P.O. Box 1758 Tallahassee, Florida 32302	N/A	5/12	\$42,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Aggregate Year-to-Date-\$			
C. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Oklahoma Democratic Headquarters 1100 Classen Drive Oklahoma City, Oklahoma 73103	N/A	5/13	\$5,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Aggregate Year-to-Date-\$			
D. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Kentucky Democratic Headquarters P.O. Box 694 Frankfort, Kentucky 40602	N/A	5/13	\$15,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Aggregate Year-to-Date-\$			
E. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
D.C. Democratic Headquarters 1875 Connecticut Ave., N.W. Washington D.C. 20009	N/A	5/13	\$2,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Aggregate Year-to-Date-\$			
F. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Democratic Party of South Carolina 711 Whaley Street Columbia, S.C. 29201	N/A	5/13	\$6,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Aggregate Year-to-Date-\$			
G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Minnesota Democratic Headquarters 730 East 38th Street Minneapolis, Minnesota 55407	N/A	5/13	\$32,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Aggregate Year-to-Date-\$			

SUBTOTAL of Receipts This Page (optional) 113,500.00

TOTAL This Period (list page this line number only)

SCHEDULE B

ITEMIZED DISBURSEMENTS

68

Attachment 13b

Any information copied from such reports and disbursements may not be sold or used by any person for the purpose of or commercial purposes, other than using the name and address of any political committee to solicit contributions from such

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Arkansas Democratic Hqts. 1300 West Capitol Little Rock, Ark. 72201	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$1,000.00
Kansas Democratic Headquarters P.O. Box 1914 Topeka, Kansas 66601	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$3,875.00
West VA St. Dem. Exec. Comm. P.O. Box 6067 Charleston, W.Va. 25302	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$1,750.00
Dem. Exec. Comm. of Florida P.O. Box 1758 Tallahassee, Florida 32302	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$10,500.00
Oklahoma Democratic Hqts. 1100 Classen Drive Oklahoma City, Okla. 73103	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$1,250.00
Kentucky Democratic Hqts. P.O. Box 694 Frankfort, Ky. 40602	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$3,875.00
D.C. Democratic Hqts. 1875 Connecticut Ave., NW Washington, D.C. 20009	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$1,500.00
Dem. Party of S. Carolina 711 Whaley Street Columbia, S.C. 29201	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$1,500.00
Minnesota Democratic Hqts. 730 East 38th Street Minneapolis, Minn. 55407	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$8,000.00

SUBTOTAL of Disbursements This Page (optional)

TOTAL This Period (last page this line number only)

90

69

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page ___ of ___ for 2.0
LINE NUMBER
(Use separate schedule(s) for each category of the Detailed Summary Page)

Attachment 13c

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of a commercial purpose, other than using the name and address of any political committee to solicit contributions from an

Name of Committee (in Full)

DNC SERVICES CORPORATION / DEMOCRATIC NATIONAL COMMITTEE

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
SOUTH DAKOTA DEMOCRATIC PARTY Box 668 Pierre, South Dakota 57501	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	2,000.00
TENNESSEE DEMOCRATIC PARTY 205 7th Ave., N. Nashville, Tenn 37219	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	7,500.00
TEXAS DEMOCRATIC PARTY 215 Stokes Building Austin, TX 78701	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/29/83	32,500.00
UTAH STATE DEMOCRATIC PARTY 363 E 2nd Street Salt Lake city, Utah 84111	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/29/83	2,500.00
Democratic State Central Ctte. 8100 Asylum Ave. Hartford, CT 06105	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	5,500.00
WEST VIRGINIA STATE DEM. EXECUTIVE COMM. P.O. Box 6067 Charleston, West VA 25302	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	3,500.00
VERMONT DEMOCRATIC HQTRS. 100 South Willinooski Ave., Suite 207 Burlington, VT 05401	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	1,250.00
Democratic Executive Committee of Florida P.O. Box 175 Tallahassee, FL 32302	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	21,000.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
SUBTOTAL of Disbursements This Page (optional)			135
TOTAL This Period (last page this line number only)			295,282.50

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page of for
LINE NUMBER 40
(Use separate schedules for each
category of the Data on
Summary Page)

Attachment 13d

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of commercial purposes, other than using the name and address of any political committee to solicit contributions from

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
West Virginia State Democratic Executive Committee P.O. BOX 6067 Charleston, West Virginia 25302	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	\$ 1,750.00
Democratic Executive Committee of Florida P.O. BOX 1758 Tallahassee, Florida 32302	Final payment Telethon advance Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	10,500.00
Oklahoma Democratic Headquarters 1100 Classen Drive Oklahoma City, Oklahoma 73103	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,250.00
Kentucky Democratic Headquarters P.O. BOX 694 Frankfort, Kentucky 40602	Final payment Telethon advance Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	3,875.00
D.C. Democratic Headquarter 1875 Connecticut Avenue., N.W. Washington, D.C. 20009	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,500.00
Democratic Party of South Carolina 711 Whaley Street Columbia, South Carolina 29201	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,500.00
Minnesota Democratic Headquarter 730 East 38th Street Minneapolis, Minnesota 55407.	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	8,000.00
Pennsylvania Democratic State Committee 510 North Third Street Harrisburg, PA 17101	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	8,125.00
Maine Democratic State Committee Augusta, Maine 04330	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	125.00

SUBTOTAL of Disbursements This Page (optional)

permissible, the amounts should be either refunded to the organizations or transferred out to a non-Federal account. Contributions which are refunded should be disclosed on Schedule B for Line 26a of your next report; those which are transferred out should be disclosed on Schedule B for Line 20 or Line 27, as appropriate.

-Commission Regulations define the term "purpose" to mean a brief statement or description of why a disbursement was made. Examples are "dinner expense", "salary", "polling", "travel", "party fees", "phone banks", "travel expenses", "travel expense reimbursement" and "catering costs". Unacceptable descriptions include "advance", "election day expense", "expenses", "other expenses", "expense reimbursement", "miscellaneous", "outside services", "get-out-the-vote" and "voter registration". Please amend Schedule B of your report to provide a purpose for all entries, and clarify "professional services" and "fees" for each entry where either is provided. (11 CFR 104.3(b)(4))

-Please clarify all expenditures made for "postage" and "mailgrams". If a portion or all of these expenditures were made on behalf of Federal candidates, they should be identified as such on Schedule B or F for Line 21 or 23 as appropriate, to include the amount, name, address and office sought by each candidate. (11 CFR 104.3(b) & 106.1)

-On Schedule D of your report you have failed to disclose the purpose of each debt, or listed it as "Professional Services". Commission Regulations require the full name and mailing address of each creditor, the outstanding balance at the beginning and ending of the reporting period, the amount incurred during the period, the payment made during the period, and the nature or purpose of each debt. Additionally, all debts must be reported continuously until extinguished or settled. Please amend your report to include the actual purpose of each debt. (11 CFR 104.11)

-Schedule D of your report failed to disclose a debt to "High Tech Communications" for \$1,084.59. Commission Regulations require continuous reporting of debts until they are extinguished or settled. Please amend your report to include this entry. (11 CFR 104.11)

-The outstanding balance of a debt owed to a creditor at the close of one report should be exactly the same

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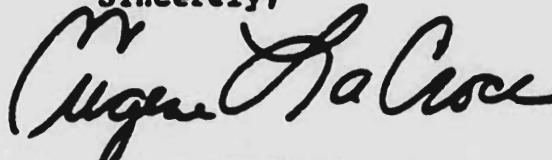
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as the beginning outstanding balance of the next. The April Monthly Report shows an ending balance to C & P Telephone Company of \$28,778.15, while this report shows a beginning balance of \$26,292.66. (11 CFR 104.3(d))

-Your committee has shown a \$200,000 loan on Schedule C from The Jefferson Bancorporation, which has not been recorded on Schedule A. Loan receipts and repayments must be reflected on Schedule A as well as on Schedule C. (2 U.S.C. 434(b)(3)(E) and (5)(D)).

An amendment to your original report(s) correcting the above problem(s) should be filed with the Federal Election Commission within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 523-4048.

Sincerely,



Eugene LaCroce
Reports Analyst
Reports Analysis Division

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311.11375

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FEDERAL ELECTION COMMISSION
WASHINGTON, DC 20463

APR 11 1984 RQ-2

Paul G. Kirk, Jr., Treasurer
DNC Services Corporation/Democratic
National Committee
1625 Massachusetts Avenue, N.W.
Washington, DC 20036

Identification Number: C00010603

Reference: June Monthly Report as Amended (5/1/83-5/31 /83)

Dear Mr. Kirk:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Schedule A of your report discloses contributions from organizations which are not political committees registered with the Commission (see attached). Under 11 CFR 102.5(b), organizations which are not political committees under the Act must either: 1) establish a separate account which contains only those funds permitted under the Act, or 2) demonstrate through a reasonable accounting method that the organization has received sufficient funds subject to the limitations and prohibitions in order to make the contribution.

Please clarify whether the contributions received from these organizations are permissible. To the extent that your committee has received funds which are not permissible, the amounts should be either refunded to the organizations or transferred out to a non-Federal account. Contributions which are refunded should be disclosed on Schedule B for Line 26a of your next report; those which are transferred out should be disclosed on Schedule B for Line 20 or Line 27, as appropriate.

-Commission Regulations define the term "purpose" to mean a brief statement or description of why a disbursement was made. Examples are "dinner expense", "salary", "polling", "travel", "party fees", "phone banks", "travel expenses", "travel expense

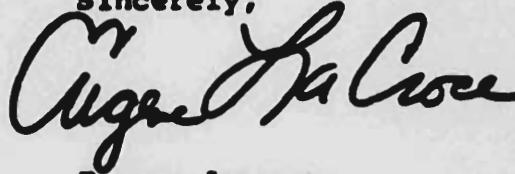
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during the period, and the nature or purpose of each debt. Additionally, all debts must be reported continuously until extinguished or settled. Please amend your report to include the actual purpose of each debt. (11 CFR 104.11)

An amendment to your original report(s) correcting the above problem(s) should be filed with the Federal Election Commission within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 523-4048

Sincerely,



Eugene Lacroce
Reports Analyst
Reports Analysis Division

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FEDERAL ELECTION COMMISSION
WASHINGTON DC 20463

MS-F

11 April 1984

Treasurer
Delaware Democratic Headquarters
Radisson Hotel, Suite B
Wilmington, DE 19807

Dear Treasurer:

This letter is prompted by the Commission's interest in assisting committee which may be subject to the registration and reporting requirements of the Federal Election Campaign Act (the Act) but are not registered with the Commission.

The Act defines a "political committee" to include any local committee of a political party which receives contributions aggregating in excess of \$5,000 during a calendar year, or makes payments exempted from the definition of contribution or expenditure as defined in paragraphs (8) and (9) of 2 U.S.C. 431 aggregating in excess of \$5,000 during a calendar year, or makes contributions aggregating in excess of \$1,000 during a calendar year or makes expenditures aggregating in excess of \$1,000 during a calendar year. 2 U.S.C. 431(4).

A review of the receipts reported by the Democratic National Committee indicates that your organization may have made expenditures in excess of \$1,000 during the calendar year 1983 to influence Federal elections. The term "expenditures" includes contributions to Federal candidates and committees supporting Federal candidates. 2 U.S.C. 431(9). This activity may qualify you as a "political committee" subject to the registration, reporting and other requirements of the Act. A copy of the receipt schedule(s) which list your contribution(s) is enclosed for your review.

If you believe that your organization is not a political committee, or that the Commission is otherwise in error, please submit a statement which will clarify this matter.

If you are a "political committee" but you do not wish to be considered one, you must obtain refund(s) from the candidate(s) or the political committee(s) to which you have made a contribution. As an alternative, the recipient candidate(s) or political committee(s) may transfer all or part of the contributions to accounts which are not used to influence Federal elections. These refunds or transfers must be made in such amounts that the total remaining contributions made by you do not exceed \$1,000 during a calendar year.

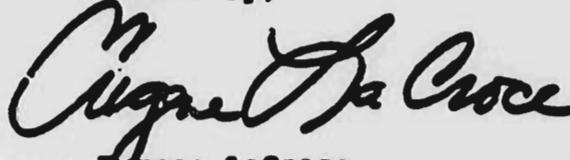
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If your organization has made contributions or expenditures from an account containing receipts from corporations or labor organizations, you must either obtain a full refund, or request the recipient candidate(s) or political committee(s) to transfer the full amount(s) to an account which is not used to influence Federal elections. Contributions or expenditures from corporate or labor organization sources are prohibited by 2 U.S.C. 441b.

If your committee does not obtain the recommended refunds or insure that the required transfers are made, you must submit a Statement of Organization on FEC Form 1 (2 U.S.C. 433) and file disclosure reports on FEC Form 3X (2 U.S.C. 434). We have enclosed relevant informational materials and forms.

Please notify the Commission within fifteen (15) days from the date on this letter of your decision on this matter. If you have any questions, please contact me on our toll-free number, (800) 424-9530. Our local number is (202) 523-4048.

Sincerely,



Eugene LaCroce
Reports Analyst
Reports Analysis Division

Enclosures

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FEDERAL ELECTION COMMISSION
WASHINGTON, DC 20463

MS-F

11 April 1984

Treasurer
Nevada Democratic Party
111 California Avenue
Reno, NV 89509

Dear Treasurer:

This letter is prompted by the Commission's interest in assisting committees which may be subject to the registration and reporting requirements of the Federal Election Campaign Act (the Act) but are not registered with the Commission.

The Act defines a "political committee" to include any local committee of a political party which receives contributions aggregating in excess of \$5,000 during a calendar year, or makes payments exempted from the definition of contribution or expenditure as defined in paragraphs (8) and (9) of 2 U.S.C. 431 aggregating in excess of \$5,000 during a calendar year, or makes contributions aggregating in excess of \$1,000 during a calendar year or makes expenditures aggregating in excess of \$1,000 during a calendar year. 2 U.S.C. 431(4).

A review of the receipts reported by the Democratic National Committee indicates that your organization may have made expenditures in excess of \$1,000 during the calendar year 1983 to influence Federal elections. The term "expenditures" includes contributions to Federal candidates and committees supporting Federal candidates. 2 U.S.C. 431(9). This activity may qualify you as a "political committee" subject to the registration, reporting and other requirements of the Act. A copy of the receipt schedule(s) which list your contribution(s) is enclosed for your review.

If you believe that your organization is not a political committee, or that the Commission is otherwise in error, please submit a statement which will clarify this matter.

If you are a "political committee" but you do not wish to be considered one, you must obtain refund(s) from the candidate(s) or the political committee(s) to which you have made a contribution. As an alternative, the recipient candidate(s) or political committee(s) may transfer all or part of the contributions to accounts which are not used to influence Federal elections. These refunds or transfers must be made in such amounts that the total remaining contributions made by you do not exceed \$1,000 during a calendar year.

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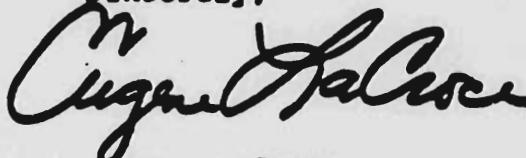
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If your organization has made contributions or expenditures from an account containing receipts from corporations or labor organizations, you must either obtain a full refund, or request the recipient candidate(s) or political committee(s) to transfer the full amount(s) to an account which is not used to influence Federal elections. Contributions or expenditures from corporate or labor organization sources are prohibited by 2 U.S.C. 441b.

If your committee does not obtain the recommended refunds or insure that the required transfers are made, you must submit a Statement of Organization on FEC Form 1 (2 U.S.C. 433) and file disclosure reports on FEC Form 3x (2 U.S.C. 434). We have enclosed relevant informational materials and forms.

Please notify the Commission within fifteen (15) days from the date on this letter of your decision on this matter. If you have any questions, please contact me on our toll-free number, (800) 424-9530. Our local number is (202) 523-4048.

Sincerely,



Eugene LaCroce
Reports Analyst
Reports Analysis Division

Enclosures

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81



FEDERAL ELECTION COMMISSION
WASHINGTON, DC 20463

MS-F

11 April 1984

Treasurer
Oklahoma Democratic Headquarters
1100 Classen Drive
Oklahoma City, OK 73103

Dear Treasurer:

This letter is prompted by the Commission's interest in assisting committees which may be subject to the registration and reporting requirements of the Federal Election Campaign Act (the Act) but are not registered with the Commission.

The Act defines a "political committee" to include any local committee of a political party which receives contributions aggregating in excess of \$5,000 during a calendar year, or makes payments exempted from the definition of contribution or expenditure as defined in paragraphs (8) and (9) of 2 U.S.C. 431 aggregating in excess of \$5,000 during a calendar year, or makes contributions aggregating in excess of \$1,000 during a calendar year or makes expenditures aggregating in excess of \$1,000 during a calendar year. 2 U.S.C. 431(4).

A review of the receipts reported by the Democratic National Committee indicates that your organization may have made expenditures in excess of \$1,000 during the calendar year 1983 to influence Federal elections. The term "expenditures" includes contributions to Federal candidates and committees supporting Federal candidates. 2 U.S.C. 431(9). This activity may qualify you as a "political committee" subject to the registration, reporting and other requirements of the Act. A copy of the receipt schedule(s) which list your contribution(s) is enclosed for your review.

If you believe that your organization is not a political committee, or that the Commission is otherwise in error, please submit a statement which will clarify this matter.

If you are a "political committee" but you do not wish to be considered one, you must obtain refund(s) from the candidate(s) or the political committee(s) to which you have made a contribution. As an alternative, the recipient candidate(s) or political committee(s) may transfer all or part of the contributions to accounts which are not used to influence Federal elections. These refunds or transfers must be made in such amounts that the total remaining contributions made by you do not exceed \$1,000 during a calendar year.

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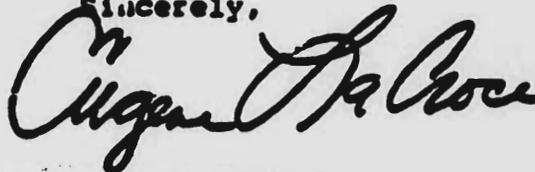
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If your organization has made contributions or expenditures from an account containing receipts from corporations or labor organizations, you must either obtain a full refund, or request the recipient candidate(s) or political committee(s) to transfer the full amount(s) to an account which is not used to influence Federal elections. Contributions or expenditures from corporate or labor organization sources are prohibited by 2 U.S.C. 441b.

If your committee does not obtain the recommended refunds or insure that the required transfers are made, you must submit a Statement of Organization on FEC Form 1 (2 U.S.C. 433) and file disclosure reports on FEC Form 3X (2 U.S.C. 434). We have enclosed relevant informational materials and forms.

Please notify the Commission within fifteen (15) days from the date on this letter of your decision on this matter. If you have any questions, please contact me on our toll-free number, (800) 424-9530. Our local number is (202) 523-4048.

Sincerely,



Eugene LaCroce
Reports Analyst
Reports Analysis Division

Enclosures

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23



FEDERAL ELECTION COMMISSION
WASHINGTON DC 20461

MS-F

11 April 1984

Treasurer
Vermont Democratic Headquarters
109 S. Winooski Ave., Suite 207
Burlington, VT 05401

Dear Treasurer:

This letter is prompted by the Commission's interest in assisting committees which may be subject to the registration and reporting requirements of the Federal Election Campaign Act (the Act) but are not registered with the Commission.

The Act defines a "political committee" to include any local committee of a political party which receives contributions aggregating in excess of \$5,000 during a calendar year, or makes payments exempted from the definition of contribution or expenditure as defined in paragraphs (8) and (9) of 2 U.S.C. 431 aggregating in excess of \$5,000 during a calendar year, or makes contributions aggregating in excess of \$1,000 during a calendar year or makes expenditures aggregating in excess of \$1,000 during a calendar year. 2 U.S.C. 431(4).

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A review of the receipts reported by the Democratic National Committee indicates that your organization may have made expenditures in excess of \$1,000 during the calendar year 1983 to influence Federal elections. The term "expenditures" includes contributions to Federal candidates and committees supporting Federal candidates. 2 U.S.C. 431(9). This activity may qualify you as a "political committee" subject to the registration, reporting and other requirements of the Act. A copy of the receipt schedule(s) which list your contribution(s) is enclosed for your review.

If you believe that your organization is not a political committee, or that the Commission is otherwise in error, please submit a statement which will clarify this matter.

If you are a "political committee" but you do not wish to be considered one, you must obtain refund(s) from the candidate(s) or the political committee(s) to which you have made a contribution. As an alternative, the recipient candidate(s) or political committee(s) may transfer all or part of the contributions to accounts which are not used to influence Federal elections. These refunds or transfers must be made in such amounts that the total remaining contributions made by you do not exceed \$1,000 during a calendar year.

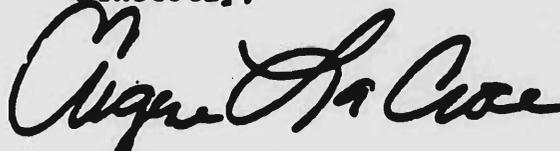
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If your organization has made contributions or expenditures from an account containing receipts from corporations or labor organizations, you must either obtain a full refund, or request the recipient candidate(s) or political committee(s) to transfer the full amount(s) to an account which is not used to influence Federal elections. Contributions or expenditures from corporate or labor organization sources are prohibited by 2 U.S.C. 441b.

If your committee does not obtain the recommended refunds or insure that the required transfers are made, you must submit a Statement of Organization on FEC Form 1 (2 U.S.C. 433) and file disclosure reports on FEC Form 3X (2 U.S.C. 434). We have enclosed relevant informational materials and forms.

Please notify the Commission within fifteen (15) days from the date on this letter of your decision on this matter. If you have any questions, please contact me on our toll-free number, (800) 424-9530. Our local number is (202) 523-4048.

Sincerely,



Eugene LaCroce
Reports Analyst
Reports Analysis Division

Enclosures

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shortly.

We are responding to requests for clarification with regard to Schedule B, line 24 - loan repayments - and related transactions under separate cover.

Sincerely,

Paul G. Kirk, Jr.
Paul G. Kirk, Jr.
Treasurer

Ursula Culver
Ursula Culver
Controller

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**DEMOCRATIC
NATIONAL COMMITTEE**

1625 Massachusetts Ave., N.W. Washington, D.C. 20044

Attachment 20b page 1 of 2

April 26, 1984

Eugene LaCroce
Reports Analysis Division
Federal Election Commission
Washington, D.C. 20463

Identification Number: C00010603

Reference: Report Covering 5/1/83-5/31/83

Dear Mr. LaCroce:

Attached are amended pages for Schedule B & D to reflect acceptable description of expenditures or debt.

None of the "postage" "mailings" "airtime buy" and "media" expenditures were made on behalf of federal candidates.

Line 10 of the Summary Page disclosed \$6,620,642.89 in outstanding debts and/or loans. The correct amount should be \$6,618,592.71. Amended cover page and complete sets of Schedule C (loans) and Schedule D (Debts and Obligations) with adding machine tapes are attached. This office is unable to reconcile to the \$6,845,591.47 amount cited in your letter dated April 11, 1984

The \$100,000 receipt from the Commercial National Bank reported on Schedule A is a typographical error. The amount should have been \$10,000. Amended Schedule A attached.

The Commission's preliminary review of the DNC's June monthly report (5/1/83-5/31/83) identifies 2 contributions which allegedly were made by committees not registered as political committees under the Federal Election Campaign Act. The DNC is currently investigating this allegation and clarification will be forthcoming shortly.

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We are responding to requests for clarification with regard to Schedule B, line 24 - loan repayments - and related transactions under separate cover.

Sincerely,

Paul G. Kirk, Jr.
Paul G. Kirk, Jr.
Treasurer

Ursula Culver
Ursula Culver
Controller

84013145094

83



FEDERAL ELECTION COMMISSION
WASHINGTON DC 20463

May 3, 1984

Treasurer
Delaware Democratic Headquarters
Radisson Hotel, Suite B
Wilmington, DE 19807

Dear Treasurer:

This is to inform you that as of this date, the Commission has not received your response to our letter dated April 11, 1984. Our letter notified you that a review of reports filed with the Commission indicates that your organization may have made expenditures which qualify it as a political committee. Enclosed is a copy of our original letter.

If no response is received within fifteen (15) days from the date of this notice, the Commission may choose to initiate legal action to ensure compliance with the Act.

If you should have any questions related to this matter, please contact Eugene LaCroce on our toll-free number (800) 424-9530 or our local number (202) 523-4048.

Sincerely,

John D. Gibson
Assistant Staff Director
Reports Analysis Division

Enclosure

94033102176



FEDERAL ELECTION COMMISSION
WASHINGTON DC 20463

May 3, 1984

Treasurer
Nevada Democratic Party
111 California Avenue
Reno, NV 89509

Dear Treasurer:

This is to inform you that as of this date, the Commission has not received your response to our letter dated April 11, 1984. Our letter notified you that a review of reports filed with the Commission indicates that your organization may have made expenditures which qualify it as a political committee. Enclosed is a copy of our original letter.

If no response is received within fifteen (15) days from the date of this notice, the Commission may choose to initiate legal action to ensure compliance with the Act.

If you should have any questions related to this matter, please contact Eugene LaCroce on our toll-free number (800) 424-9530 or our local number (202) 523-4048.

Sincerely,

John D. Gibson
Assistant Staff Director
Reports Analysis Division

Enclosure

917131070402



FEDERAL ELECTION COMMISSION
WASHINGTON DC 20463

May 3, 1984

Treasurer
Oklahoma Democratic Headquarters
1100 Classen Drive
Oklahoma City, OK 73103

Dear Treasurer:

This is to inform you that as of this date, the Commission has not received your response to our letter dated April 11, 1984. Our letter notified you that a review of reports filed with the Commission indicates that your organization may have made expenditures which qualify it as a political committee. Enclosed is a copy of our original letter.

If no response is received within fifteen (15) days from the date of this notice, the Commission may choose to initiate legal action to ensure compliance with the Act.

If you should have any questions related to this matter, please contact Eugene LaCroce on our toll-free number (800) 424-9530 or our local number (202) 523-4048.

Sincerely,

John D. Gibson
John D. Gibson
Assistant Staff Director
Reports Analysis Division

Enclosure

20463-151048



FEDERAL ELECTION COMMISSION
WASHINGTON, DC 20461

May 3, 1984

Treasurer
Vermont Democratic Headquarters
109 S. Winooski Ave., Suite 207
Burlington, VT 05401

Dear Treasurer:

This is to inform you that as of this date, the Commission has not received your response to our letter dated April 11, 1984. Our letter notified you that a review of reports filed with the Commission indicates that your organization may have made expenditures which qualify it as a political committee. Enclosed is a copy of our original letter.

If no response is received within fifteen (15) days from the date of this notice, the Commission may choose to initiate legal action to ensure compliance with the Act.

If you should have any questions related to this matter, please contact Eugene LaCroce on our toll-free number (800) 424-9530 or our local number (202) 523-4048.

Sincerely,

A handwritten signature in cursive script, appearing to read "John D. Gibson".

John D. Gibson
Assistant Staff Director
Reports Analysis Division

Enclosure

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

20-3

May 17, 1984

Paul G. Kirk, Jr., Treasurer
DNC Services Corporation/
Democratic National Committee
1625 Massachusetts Avenue, N.W.
Washington, DC 20036

Identification Number: C00010603

Reference: May Monthly (4/1/83-4/30/83) and Amended June Monthly
(5/1/83-5/31/83) Reports

Dear Mr. Kirk:

On April 11, 1984 you were notified that a review of the above-referenced report(s) raised questions as to specific contributions and/or expenditures, and the reporting of certain information required by the Federal Election Campaign Act.

Your response received April 27, 1984 is incomplete because you have not provided all the requested information. Please note that a statement has been received from the Vermont Democratic Headquarters, stating that their payment to your committee did not constitute a contribution. They explained that the money was used as a deposit to participate in a telethon and was subsequently refunded. Although no further action is required regarding this matter, the following information is still required.

-Schedule A of your report discloses contributions from organizations which are not political committees registered with the Commission (see attached). Under 11 CFR 102.5(b), organizations which are not political committees under the Act must either: 1) establish a separate account which contains only those funds permitted under the Act, or 2) demonstrate through a reasonable accounting method that the organization has received sufficient funds subject to the limitations and prohibitions in order to make the contribution.

Please clarify whether the contributions received from these organizations are permissible. To the extent that your committee has received funds which are not

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permissible, the amounts should be either refunded to the organizations or transferred out to a non-Federal account. Contributions which are refunded should be disclosed on Schedule B for Line 26a of your next report; those which are transferred out should be disclosed on Schedule B for Line 20 or Line 27, as appropriate.

If this information is not received by the Commission within fifteen (15) days from the date of this notice, the Commission may choose to initiate audit or legal enforcement action.

If you should have any questions related to this matter, please contact Eugene LaCroce on our toll-free number (800) 424-9530 or our local number (202) 523-4048.

Sincerely,

John D. Gibson

John D. Gibson
Assistant Staff Director
Reports Analysis Division

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Attachment 26



The Democratic Party of Nevada

May 16, 1984

Brent Adams
State Chairman

Beverly Wilke
1st Vice Chairman

Larry Luna
2nd Vice Chairman

E. Aileen O'Neill
Treasurer

Grant Sawyer
National Committeeman

Di Di Carson
National Committeewoman

Jeri Winter
Young Democrats

William A. Prezant

Evan J. Wallach
Legal Counsel

Jim McKenry
Executive Director



Eugene LaCroce, Reports Analyst
Federal Election Commission
Washington, D.C. 20463

Dear Mr. LaCroce,

Thank you for your letters of May 3, 1984 and April 11, 1984, copies of which are enclosed.

Our organization is not a political committee. The \$4,000.00, which was paid to the Democratic National Committee, was in essence a loan which has totally been repaid to the Democratic Party of Nevada. Thank you for your attention to this matter.

Sincerely yours,

Peter J. Sferrazza
Chairman

enc.

94057040711

(702) 323-VOTE

506 Humboldt Street • Suite 204 • Reno, NV 89509

Party of Oklahoma
Lincoln Blvd., Suite 66
Oklahoma City, Oklahoma 73105



96
MAY 25 1984
Area Code 405
524-1400

Attachment 27

May 22, 1984

Eugene LaCroce
Reports Analyst
Federal Election Commission
1325 K St., N. W.
Washington, D. C. 20463

Dear Sir;

Per our recent phone conversation concerning your letter of May 3, 1984, I am responding on behalf of the Democratic Party of Oklahoma. Your letter notes a \$5,000 contribution to the Democratic National Committee in May of 1983 which was not reported by our Committee.

The \$5,000 in question was not a contribution but rather a loan to the Democratic National Committee to help defray the cost of the Democratic National Committee telethon. The monies have been repayed to our State Committee at this time. The \$5,000 should not have been listed as a contribution, but as a loan.

If I can be of any assistance in the future, please feel free to contact me at any time.

Sincerely,

TONY BORTHICK
Executive Director

8403315420434

JIM FRASIER
State Chair

BETTY HALL
State Co-Chair

LORETTA JACKSON
State Secretary-Treasurer

GEORGE KRUMME
National Committeemember

EDNA MAE PHELPS
National Committeemember

RECEIVED BY THE FEC
RECEIVED BY THE FEC

97

**DEMOCRATIC
NATIONAL COMMITTEE**

1625 Massachusetts Ave., N.W. Washington, D C 20004 JUN 1 1984

Attachment 28

May 31, 1984

Mr. Eugene Lacroce
Reports Analyst
Federal Election Commission
Washington, DC 20463

Re: DNC Services Corporation/Democratic National Committee
(I.D. #C00010603) May Monthly (4/1/83 - 4/30/83) and
Amended June Monthly (5/1/83 - 5/31/83) Reports

Dear Mr. Lacroce:

In connection with your review of the DNC Services Corporation/Democratic National Committee's (DNC's) above referenced reports, you have requested clarification regarding payments received by the DNC from the following organizations:

- Delaware Democratic Headquarters: \$3,500
- Nevada Democratic Party: \$4,000
- Oklahoma Democratic Headquarters: \$5,000

Please be advised that the above described payments were not contributions to the DNC, but constituted a one time advance for each organization's participation in a telethon and that each advance has been fully repaid.

I trust this information satisfies your inquiry. If you need additional information, please contact me at 797-6596.

Sincerely,



John M. Carroll
Counsel

JMC/td

cc: Linda Sidenstat
Delaware Democratic Headquarters

James McHenry
Nevada Democratic Party

97033160119

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FEDERAL ELECTION COMMISSION
WASHINGTON DC 20541

RQ-2

AUG 23 1984

Paul G. Kirk, Jr., Treasurer
DNC Services Corporation/
Democratic National Committee
1625 Massachusetts Avenue, N.W.
Washington, DC 20036

Identification Number: C00010603

Reference: May Monthly (4/1/83-4/30/83) and June Monthly
(5/1/83-5/31/83) Reports

Dear Mr. Kirk:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-In response to previous requests for information concerning receipts from the Delaware, Nevada, and Oklahoma Democratic organizations, your committee stated that the ". . . payments were not contributions to the DNC, but constituted a one time advance for each organization's participation in a telethon and that each advance has been fully repaid." A further examination of your reports and those filed by the organizations listed on Schedule A reveals that your committee may have received additional funds from non-federal accounts.

Under 11 CFR 102.5(a), "Only funds subject to the prohibitions and limitations of the Act . . ." may be deposited into the DNC's federal account. Please provide further clarification regarding the source of funds received from the organizations itemized on Schedule A supporting Line 12 (pertinent portion(s) attached). To the extent that your committee has not repaid all of the funds received from these apparent non-federal accounts, please do so immediately. Although the Commission may initiate legal action concerning the receipt of funds from non-federal accounts, your prompt response and appropriate remedial steps will be taken into consideration.

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SCHEDULE A

ITEMIZED RECEIPTS

See attached schedule for the category of the income (Schedule Page)

TELETHON V

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of obtaining contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such contributors.

Name of Committee (in Full) DNC SERVICES CORPORATION/ DEMOCRATIC NATIONAL COMMITTEE MAY MONTHLY - 1983

A. Full Name, Mailing Address and ZIP Code ARIZONA DEMOCRATIC PARTY P.O. Box 1944 Phoenix, Arizona 85004	Name of Employer	Date (month, day, year)	Amount of Cash Received This Period
	N/A	4/22/83	17,000.00

Reason For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Telethon V	Occupation N/A	Aggregate Year-to-Date-\$
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B. Full Name, Mailing Address and ZIP Code VERMONT DEMOCRATIC NOTES. 109 South Winooski Ave, Ste. 207 Burlington, VT 05401	Name of Employer	Date (month, day, year)	Amount of Cash Received This Period
	N/A	4/25/83	2,500.00

Reason For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Telethon V	Occupation N/A	Aggregate Year-to-Date-\$
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C. Full Name, Mailing Address and ZIP Code DELAWARE DEMOCRATIC NOTES. Radisson Hotel, Ste. B Wilmington, DE 19807	Name of Employer	Date (month, day, year)	Amount of Cash Received This Period
	N/A	4/25/83	3,500.00

Reason For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Telethon V	Occupation N/A	Aggregate Year-to-Date-\$
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D. Full Name, Mailing Address and ZIP Code Democratic State Central Committee Of Louisiana 5700 Florida Blvd., Ste. 324 Baton Rouge, LA 70806	Name of Employer	Date (month, day, year)	Amount of Cash Received This Period
	N/A	4/26/83	10,000.00

Reason For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Telethon V	Occupation N/A	Aggregate Year-to-Date-\$
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E. Full Name, Mailing Address and ZIP Code Washington State Democratic Central Committee 1701 South Tower Seattle, Washington 98104	Name of Employer	Date (month, day, year)	Amount of Cash Received This Period
	N/A	4/27/83	13,924.00

Reason For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Telethon V	Occupation N/A	Aggregate Year-to-Date-\$
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F. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Cash Received This Period

Reason For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	Occupation	Aggregate Year-to-Date-\$
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G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Cash Received This Period

Reason For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	Occupation	Aggregate Year-to-Date-\$
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SUBTOTAL of Rows on This Page (continued)
TOTAL of Rows on All Pages (to be completed on page 4)

SCHEDULE A

ITEMIZED RECEIPTS

THIS RECEIPT IS SUBJECT TO THE
AUDIT OF THE SERVICE
COMMISSION

Telethon V

Any information reported from such Reports or Statements may not be sold or used by any person for the purpose of obtaining contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such contributors.

Name of Committee (in Full) **DNC Services Corporation/Democratic National Committee JUNE MONTHLY-1953**

A. Full Name, Mailing Address and ZIP Code Utah State Democratic Committee 363 East 2nd Street Salt Lake City, Utah 84111	Name of Employer N/A	Date (month, day, year) 5/10	Amount of Cash Received This Period \$5,000.00
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Receipt For <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
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B. Full Name, Mailing Address and ZIP Code Texas Democratic Party 306 Stokes Building Austin, Texas 78701	Name of Employer N/A	Date (month, day, year) 5/13	Amount of Cash Received This Period \$5,000.00
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Receipt For <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
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C. Full Name, Mailing Address and ZIP Code Mississippi Democratic Party P.O. Box 1583 Jackson, Mississippi 39205	Name of Employer N/A	Date (month, day, year) 5/10	Amount of Cash Received This Period \$3,500.00
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Receipt For <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
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D. Full Name, Mailing Address and ZIP Code South Dakota Democratic Party Box 668 Pierre, South Dakota 57501	Name of Employer N/A	Date (month, day, year) 5/10	Amount of Cash Received This Period \$4,000.00
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Receipt For <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
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E. Full Name, Mailing Address and ZIP Code Democratic Party of Wisconsin 126 South Franklin Street Madison, Wisconsin 53703	Name of Employer N/A	Date (month, day, year) 5/10	Amount of Cash Received This Period \$5,000.00
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Receipt For <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
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F. Full Name, Mailing Address and ZIP Code Arkansas Democratic Headquarters 1300 West Capitol Little Rock, Arkansas 72201	Name of Employer N/A	Date (month, day, year) 5/11	Amount of Cash Received This Period \$4,000.00
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Receipt For <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
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G. Full Name, Mailing Address and ZIP Code Kansas Democratic Headquarters P.O. Box 1914 Topeka, Kansas 66601	Name of Employer N/A	Date (month, day, year) 5/12	Amount of Cash Received This Period \$8,000.00
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Receipt For <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
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SCHEDULE A

ITEMIZED REPORT

102

Telephone V

Attachment 29 page 5 of 7

Any other amount reported from such Reports or Statements may not be added or used by any person for the purpose of reporting contributions or for commercial purposes, other than using the name and address of any political committee to obtain contributions from such sources.

Name of Organization (in Full)

DNC Services Corporation/Democratic National Committee JUNE MONTHLY - M83

Full Name, Mailing Address and ZIP Code	Name of Employer	Date Month, day, year	Amount of Cash Received This Period
A. West VA State Democratic Executive Committee P.O. Box 6067 Charleston, West Virginia 25302 Recipient For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	N/A	5/12	\$7,000.00
B. Democratic Executive Committee of Florida P.O. Box 1758 Tallahassee, Florida 32302 Recipient For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	N/A	5/12	\$42,000.00
C. Oklahoma Democratic Headquarters 1100 Classen Drive Oklahoma City, Oklahoma 73103 Recipient For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	N/A	5/13	\$5,000.00
D. Kentucky Democratic Headquarters P.O. Box 694 Frankfort, Kentucky 40602 Recipient For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	N/A	5/13	\$15,500.00
E. D.C. Democratic Headquarters 1875 Connecticut Ave., N.W. Washington D.C. 20009 Recipient For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	N/A	5/13	\$2,000.00
F. Democratic Party of South Carolina 711 Whaley Street Columbia, S.C. 29201 Recipient For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	N/A	5/13	\$6,000.00
G. Minnesota Democratic Headquarters 730 East 38th Street Minneapolis, Minnesota 55407 Recipient For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	N/A	5/13	\$30,000.00

TOTAL of all items on this page (optional)

TOTAL of all items on this page (optional)

SCHEDULE A
Teletion V

ITEMIZED RECEIPTS

Attachment 29 page 6 of 7

103

Any information copied from such Returns or Statements may not be sold or used by any person for the purpose of causing contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such sources.

Name of Contributor (in Full)
DNC Services Corporation/Democratic National Committee **JUNE MONTHLY 1983**

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Iowa Democratic Headquarters 1120 Mulberry Street Des Moines, Iowa 50309	N/A	5/16	\$15,000.00
Receipt For <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Approximate Year-to-Date-\$			
Pennsylvania Democratic State Committee 510 North Third Street Harrisburg, PA 17101	N/A	5/17	\$32,500.00
Receipt For <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Approximate Year-to-Date-\$			
Maine Democratic State Committee Augusta, Maine 04330	N/A	5/17	\$500.00
Receipt For <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Approximate Year-to-Date-\$			
Washington State Democratic Central Committee 1701 Smith Tower Seattle, Washington 98104	N/A	5/17	\$8575.94
Receipt For <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Approximate Year-to-Date-\$			
Democratic Campaign Committee 2100 East Jefferson Detroit, Michigan 48214	N/A	5/18	\$10,000.00
Receipt For <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Approximate Year-to-Date-\$			
Democratic State Central Committee 634 Asylum Avenue Hartford, Connecticut 06105	N/A	5/20	\$11,000.00
Receipt For <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Approximate Year-to-Date-\$			
North Carolina Democratic State Party P.O. Box 12196 Raleigh, North Carolina 27605	N/A	5/23	\$16,000.00
Receipt For <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Approximate Year-to-Date-\$			

103

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SCHEDULE A

ITEMIZED RECEIPT

Attachment 29 page 7 of 7

104

Teletion V

Any information received from such Reports or Statements may not be sold or used by any person for the purpose of obtaining contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

DNC Services Corporation/ Democratic National Committee June Monthly ME

A. Full Name, Mailing Address and ZIP Code Tennessee Democratic Headquarters 205 7th Avenue Nashville, Tennessee 37219	Name of Employer N/A	Date (month, day, year) 5/13	Amount of Cash Received This Period \$15,000.00
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Received For: Primary General
 Other (specify):

Description
 Aggregate Year-to-Date-\$

B. Full Name, Mailing Address and ZIP Code Alabama Democratic State Party 306 Jefferson Federal Building Birmingham, Alabama 35203	Name of Employer N/A	Date (month, day, year) 5/24	Amount of Cash Received This Period \$7,500.00
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Received For: Primary General
 Other (specify):

Description
 Aggregate Year-to-Date-\$

C. Full Name, Mailing Address and ZIP Code Nevada Democratic Party 111 California Avenue Reno, Nevada 89509	Name of Employer N/A	Date (month, day, year) 5/26	Amount of Cash Received This Period \$4,000.00
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Received For: Primary General
 Other (specify):

Description
 Aggregate Year-to-Date-\$

D. Full Name, Mailing Address and ZIP Code New Hampshire Democratic Party 77 North Main Street Concord, New Hampshire 03301	Name of Employer N/A	Date (month, day, year) 5/27	Amount of Cash Received This Period \$2,500.00
--	-------------------------	---------------------------------	---

Received For: Primary General
 Other (specify):

Description
 Aggregate Year-to-Date-\$

E. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Cash Received This Period
--	------------------	-------------------------	-------------------------------------

Received For: Primary General
 Other (specify):

Description
 Aggregate Year-to-Date-\$

F. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Cash Received This Period
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Received For: Primary General
 Other (specify):

Description
 Aggregate Year-to-Date-\$

G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Cash Received This Period
--	------------------	-------------------------	-------------------------------------

Received For: Primary General
 Other (specify):

Description
 Aggregate Year-to-Date-\$

TOTAL \$19,140.00

**DEMOCRATIC
NATIONAL COMMITTEE**

1225 Massachusetts Ave., N.W. Washington, D.C. 20036

(202) 777-7900

RECEIVED J. A. F.
HAND DELIVERED
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Attachment 3J

September 7, 1984

BY HAND

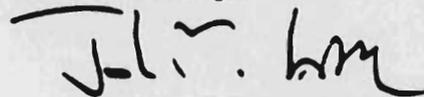
Ms. Robyn Jameson
Reports Analysis Division
Federal Election Commission
1325 K Street, NW
Washington, D.C. 20463

Dear Ms. Jameson:

On behalf of Paul G. Kirk, Jr., Treasurer of DNC Services Corporation/Democratic National Committee (DNC), I am writing in response to your letter dated August 23, 1984 alleging that certain receipts reported by the DNC to the Federal Election Commission (FEC) may have derived from non federal sources. Specifically, you have asked for further clarification for receipts from 15 different state party organizations.

Please be advised that we are continuing to investigate this matter and that as information is received we will make it available to you. Further, Anthony Harrington, DNC General Counsel has a meeting scheduled today with Kenneth Gross, FEC Associate General Counsel to review telethon finance matters generally including the questions raised by your letter in order to promptly resolve this matter.

Sincerely,



John M. Carroll
Counsel

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Attachment 31



FEDERAL ELECTION COMMISSION
WASHINGTON DC 20461

RQ-3

September 21, 1984

Paul G. Kirk, Jr., Treasurer
DNC Services Corporation/
Democratic National Committee
1625 Massachusetts Ave., N.W.
Washington, DC 20036

Identification Number: C00010603

Reference: May Monthly (4/1/83-4/30/83) and June Monthly
(5/1/83-5/31/83) Reports

Dear Mr. Kirk:

On August 23, 1984 you were notified that a review of the above-referenced report(s) raised questions as to specific contributions and/or expenditures, and the reporting of certain information required by the Federal Election Campaign Act.

The Commission is in receipt of your letter dated September 7, 1984. In your response you state that you are continuing to investigate this matter and that as information is received, you will make it available to the Commission. Please be advised that if the information requested is not received within fifteen (15) days from the date of this notice, the Commission may choose to initiate audit or legal enforcement action.

If you should have any questions related to this matter, please contact Robyn Jameson on our toll-free number (800) 424-9530 or our local number (202) 523-4048.

Sincerely,

John D. Gibson

John D. Gibson
Assistant Staff Director
Reports Analysis Division

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DEMOCRATIC
NATIONAL COMMITTEE 1625 Massachusetts Ave., N.W. Wash. D.C. 20044

RECEIVED BY THE SEC
HAND DELIVERED
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Attachment 32 page 1 of 3

October 5, 1984

107

BY HAND

Ms. Robin Jameson
Reports Analyst
Federal Election Commission
1325 K Street, N.W.
Washington, D. C. 20463

Re: May Monthly (4/1/83 - 4/30/83) and June Monthly
(5/1/83 - 5/31/83) Reports

Dear Ms. Jameson:

In its August 23, 1984 letter to Paul G. Kirk, Jr., Treasurer of the DNC Services Corporation/Democratic National Committee (DNC), the Federal Election Commission (Commission) raised questions regarding fifteen separate receipts reported from Democratic State Committees which it appeared may have derived from non-federal accounts. You have requested clarification regarding the source of the funds received from each such organization. An itemized list describing each of the receipts in question is attached hereto.

Each of the receipts in question represented "pre-telethon funds" advanced to Democratic National Telethon V (DNT), an arm of the DNC, in connection with each organization's participation in a national fundraising telethon produced by the DNC. This national telethon was structured as a joint fundraising effort between the DNT and the participating Democratic State Committees, among which transfers may be made without limit under the Commission's regulations. Accordingly, all pre-telethon funds were deposited into a separate, segregated telethon account and reported to the Commission. These pre-telethon funds were used exclusively for each State Committee's share of expenses for this joint fundraising effort. The DNC, through DNT, provided funds for its share of expenses exclusively from federal funds obtained through loans with individual guarantees, as reflected in the DNC's reports to the Commission.

Each State Committee which participated in the telethon was required to enter into a joint fundraising agreement with DNT. This agreement clearly establishes the understanding and requirement that such pre-telethon funds would derive solely from a

10403371391

Mr. Robin Jameson
October 5, 1984
Page 2

108

"federal account" maintained in compliance with the Federal Election Campaign Act of 1971, as amended (FECA).

For example, Subparagraph 2(a)(2) of the agreement provides that if pre-telethon funds are transferred from funds other than those raised in the form of direct contributions payable to DNC/DNT, such funds must be raised "in compliance with the FECA and deposited solely in a 'federal account' maintained in compliance with the FECA." Additionally, Subparagraph 5(a) provides that "the DSC shall comply with, and all loans (transfers), contributions and expenditures shall be made in accordance with, all limitations and other requirements of the FECA. . . ." Subparagraph 5(b) repeats the requirement that all pre-telethon funds must be "in amounts and from sources consistent with the FECA and shall be made exclusively from funds deposited in 'federal accounts' maintained by DNC and [the participating State Committee] under the FECA." (Emphasis added.)

Despite the explicit obligation on the part of each participating state party organization to ensure that all pre-telethon funds derived from federal accounts, it appears that some, but not all, of the participating State Committees identified in the attachment to your August 23, 1984 letter and described more fully in the attached itemized list may have used funds from non-federal accounts to advance their respective shares of pre-telethon expense. That some states may have used non-federal funds was unknown to the DNC until the Commission's inquiry, as evidenced by the fact that repayments to the State Committees were made by DNC/DNT exclusively from federal funds.

Because there were no net proceeds from the telethon, no funds have been available for use by the DNC in connection with federal election activity. However, because the DNC paid all of its share of expenses from federal funds, the DNC's share of any net proceeds from the joint fundraiser would likewise have constituted federal funds. On the other hand, even though the State Committee pre-telethon funds were repaid by the DNC from federal funds, it may be appropriate for any State Committees which originally used non-federal funds to treat the returned funds also as non-federal. It should be noted that certain states may actually have used funds from permissible sources under the FECA and only have failed to register and report the account into which they were deposited.

Sincerely,


John M. Carroll
Counsel

JMC/clh
Attachments
cc: Paul G. Kirk
Treasurer

94033:71592

REVIEW OF SELECTED PRE TELETHON ADVANCES

(109)

<u>State Committee</u>	<u>Amount of Advance</u>	<u>Source of Funds</u>	<u>Date of Final Repayment</u>
Alabama	\$ 7,500	Non-Federal Account	3/1/84
Arizona	\$17,000	Non-Federal Account	3/1/84
Connecticut	\$11,000	Federal Account I.D. #C00167320	3/1/84
Delaware	\$ 3,500	Non-Federal Account	3/1/84
Florida	\$42,000	Non-Federal Account	3/1/84
Maine	\$ 500	Federal Account I.D. #C00179408	3/1/84
Nevada	\$ 4,000	Non-Federal Account	3/1/84
New Hampshire	\$ 2,500	Non-Federal Account	3/1/84
North Carolina	\$16,000	Federal Account I.D. #C00165688	3/1/84
Oklahoma	\$ 5,000	Non-Federal Account	3/1/84
Pennsylvania	\$32,500	Federal Account I.D. #C00167130	3/1/84
South Dakota	\$ 4,000	Federal Account I.D. #C00160937	3/1/84
Vermont	\$ 2,500	Non-Federal Account	3/1/84
Washington	\$13,924.06	Bank loan	10/30/83
	\$ 8,575.94	Federal Account I.D. #C00114439	10/30/83
West Virginia	\$ 7,000	Non-Federal Account	3/1/84

06040570421



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

16 November 1984

MEMORANDUM

TO: CHARLES N. STEELE
GENERAL COUNSEL

THROUGH: JOHN C. SURINA ¹⁵¹
STAFF DIRECTOR

FROM: JOHN D. GIBSON ^{JDG}
ASSISTANT STAFF DIRECTOR
REPORTS ANALYSIS DIVISION

SUBJECT: REFERRAL OF THE ALABAMA DEMOCRATIC STATE PARTY (NON-FEDERAL ACCOUNT)

06040570

REPORTS ANALYSIS REFERRAL

TO

OFFICE OF GENERAL COUNSEL

DATE: 16 November 1984

ANALYST: Lisa Stolaruk

I. COMMITTEE: Alabama Democratic State Party
(Non-Federal Account)
Dick Humphrey, Treasurer^{1/}
306 Jefferson Federal Building
Birmingham, AL 35203

II. RELEVANT STATUTE: 11 CFR 102.5

III. BACKGROUND:

Transfer of Funds From a Non-Federal Account to a Federal Account

The DNC Services Corporation/Democratic National Committee's ("DNC") 1983 June Monthly Report disclosed a \$7,500 transfer-in from the Alabama Democratic State Party (the "Party") on May 24, 1983 (Attachment 2a).^{2/} The Mid-Year Report filed by the State Democratic Executive Committee of Alabama ("DECA"), however, failed to disclose a corresponding transfer-out (Attachment 3).

A Request for Additional Information ("RFAI") was sent to DECA on August 23, 1984, seeking clarification regarding the apparent discrepancy. The RFAI further requested that, if the transfer-out were made from a non-Federal account maintained by the committee, DECA should clarify the source of funds used to make the disbursement. In addition, the RFAI advised DECA that use of a non-Federal account is prohibited under 11 CFR 102.5 (Attachment 4).

^{1/} Dick Humphrey is the treasurer of record of the State Democratic Executive Committee of Alabama, the Party's Federal account.

^{2/} According to reports filed by the DNC, the full amount was repaid in three (3) increments between July of 1983 and March of 1984 (Attachments 2b-d).

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ALABAMA DEMOCRATIC STATE PARTY
(NON-FEDERAL ACCOUNT)
REPORTS ANALYSIS OGC REFERRAL
PAGE 2

On August 27, 1984, Albert LaPierre, Executive Director of the Party, called the Reports Analysis Division ("RAD") analyst in response to the RFAI. Mr. LaPierre stated that the DNC needed "start-up funds" for its telethon activity. Since the Party did not have sufficient funds in its Federal account, it transferred the \$7,500 from its non-Federal account to the DNC. Mr. LaPierre further stated the funds contained in the non-Federal account were basically composed of individual contributions, although unions may have purchased tickets to attend Party fundraisers (Attachment 5).

A written response was received on August 30, 1984, which confirmed that the transfer-out to the DNC was made from the Party's non-Federal account, because "the State Party's FEC account did not have \$7500 in it." According to the response, "No money is deposited into this [non-Federal] account from any corporations or labor unions' federal accounts" (Attachment 6).

The RAD analyst called Mr. LaPierre on August 30, 1984, to clarify whether any corporation or labor union treasury funds had been deposited into the non-Federal account (Attachment 7). Although Mr. LaPierre stated that a letter of clarification would be submitted, a response has not been received.

- IV. OTHER PENDING MATTERS INITIATED BY RAD:
None

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8 6 7 1 0 5 7 0 4 2 5
 FEDERAL ELECTION COMMISSION
 COMMITTEE INDEX OF DISCLOSURE DOCUMENTS - (C) (83-84)

DATE 15NOV84
 PAGE 1

PARTY RELATED

COMMITTEE	DOCUMENT	RECEIPTS	DISBURSEMENTS	TYPE OF FILER COVERAGE DATES	# OF PAGES	MICROFILM LOCATION
STATE DEMOCRATIC EXECUTIVE COMMITTEE OF ALABAMA				PARTY UNQUALIFIED		ID #C00005173
1983	MID-YEAR REPORT	0	0	1JAN83 -30JUN83	5	83FEC/280/4880
	MID-YEAR REPORT - AMENDMENT	-	-	1JAN83 -30JUN83	2	84FEC/327/2360
	REQUEST FOR ADDITIONAL INFORMATION			1JAN83 -30JUN83	3	84FEC/327/0195
	YEAR-END	0	0	1JUL83 -31DEC83	3	84FEC/295/1467
1984	JULY QUARTERLY	0	0	1JAN84 -30JUN84	4	84FEC/321/4723
	OCTOBER QUARTERLY	20,000	3,345	1JUL84 -30SEP84	6	84FEC/342/4904
	TOTAL	20,000	0 3,345	0	23	TOTAL PAGES

This is a summary of the activity of the Federal account.

Cash on hand as of 9/30/84: \$23,051

Debts owed to the committee as of 9/30/84: \$10,000

SCHEDULE A

ITEMIZED RECEIPTS

See instructions on page 1 of the Form 114

Telethon V

Attachment 2a

Any information copied from such Reports or Statements may not be sold or used by any person for the pure commercial purposes, other than using the name and address of any political committee to solicit contributions.

Name of Committee (in Full) **DNC Services Corporation/ Democratic National Committee 1983 June Monthly**

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Tennessee Democratic Headquarters 205 7th Avenue Nashville, Tennessee 37219	N/A	5/13	\$15,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Aggregate Year-to-Date-\$			
Alabama Democratic State Party 306 Jefferson Federal Building Birmingham, Alabama 35203	N/A	5/24	\$7,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Aggregate Year-to-Date-\$			
Nevada Democratic Party 111 California Avenue Reno, Nevada 89509	N/A	5/26	\$4,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Aggregate Year-to-Date-\$			
New Hampshire Democratic Party 77 North Main Street Concord, New Hampshire 03301	N/A	5/27	\$2,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Aggregate Year-to-Date-\$			
2. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Aggregate Year-to-Date-\$			
F. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Aggregate Year-to-Date-\$			
G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Aggregate Year-to-Date-\$			
SUBTOTAL C: Receipts This Page (optional)			29,000.00
TOTAL This Period (list date this line number only)			\$519,140.94

LS

SCHEDULE B

Page 115 of 115
 Line Number 115
 (Also separate schedule for each category of the Detailed Schedule Form)

Attachment 2b

Any information copied from such reports and statements may not be sold or used by any person for a commercial purpose, other than using the name and address of any political committee to solicit contributions from other contributors.

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Iowa Democratic Headquarters 1120 Mulberry Street Des Moines, Iowa 50309	N/A	7/6/83	\$3,750.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
Pennsylvania Dem. State Comm. 510 North Third Street Harrisburg, PA 17101	N/A	7/6/83	\$8,125.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
Maine Democratic St. Comm. Augusta, Maine 04330	N/A	7/6/83	\$125.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
Democratic Campaign Committee 8100 East Jefferson Detroit, Michigan 48214	N/A	7/6/83	\$2,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
Democratic St. Central Comm. 634 Asylum Avenue Hartford, Conn. 06105	N/A	7/6/83	\$2,750.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
North Carolina Dem. St. Party P.O. Box 12196 Raleigh, North Carolina 27605	N/A	7/6/83	\$4,000.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
Tennessee Democratic Hqts. 205 7th Avenue Nashville, Tenn. 37219	N/A	7/6/83	\$3,750.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
Alabama Democratic St. Party 306 Jefferson Federal Building Birmingham, Alabama 35203	N/A	7/6/83	\$1,875.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
Nevada Democratic Party 111 California Avenue, Reno, Nevada 89509	N/A	7/6/83	\$1,000.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		

SUBTOTAL of Disbursements This Page (optional)

TOTAL This Period (last page this line number only)

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SCHEDULE B

ITEMIZED DISBURSEMENTS

Attachment 2c

Any information copied from such Reports and Statements may not be sold or used by any person for the commercial purpose, other than using the name and address of any political committee to solicit contributions.

Name of Committee (in Full)			
DNC SERVICES CORPORATION/ DEMOCRATIC NATIONAL COMMITTEE			
A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
ALABAMA DEMOCRATIC STATT PARTY 306 Jefferson Federal Building Birmingham, Alabama 35203	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	3,750.00
B. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
ARKANSAS DEM HEADQUARTERS 1300 W. Capitol Little Rock, Arkansas 72201	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	2,000.00
C. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
ARIZONA DEM PARTY P.O. Box 1944 Phoenix, Arizona 85004	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	8,500.00
D. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
CALIFORNIA DEMOCRATIC PARTY 760 Market St. San Francisco, Calif. 94102	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	24,750.00
E. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
D.C. DEMOCRATIC HEADQUARTER 1875 Connecticut Ave., N.W. Washington, D.C. 20009	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	3,000.00
F. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
DELAWARE DEM HEADQUARTERS Radison Hotel, Suite B Wilmington, DE 19807	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	1,750.00
G. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
DEMOCRATIC STATE CENTRAL COMM OF LA 5700 Florida Blvd Ste 324 Baton Rouge, LA 70806	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	5,000.00
H. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
DEM. STATE CENTRAL COMMITTEE 715 South 14th St. Lincoln, NE 68508	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	2,500.00
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
DEMOCRATIC PARTY OF VIRGINIA Suite 801 701 E. Franklin Richmond, VA 22219	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	11,250.00
SUBTOTAL of Disbursements This Page (optional)			
TOTAL This Page (Use only the line number(s) ...)			132

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page ___ of ___ for
LINE NUMBER 10
(Use separate schedules for each
category of the Detailed
Summary Page)

Attachment 2d

Any information copied from such Reports and Statements may not be sold or used by any person for the commercial purposes, other than using the name and address of any political committee to solicit contributions.

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Democratic State Cent'Al Committee 634 Asylum Avenue Hartford, Connecticut 06105	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	\$ 2,750.00
B. Full Name, Mailing Address and ZIP Code North Carolina Democratic State Party P.O. BOX 12196 Raleigh, North Carolina 27605	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	4,000.00
C. Full Name, Mailing Address and ZIP Code Tennessee Democratic Headquarters 205 7th Avenue Nashville, Tennessee 37219	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	3,750.00
D. Full Name, Mailing Address and ZIP Code Alabama Democratic State Party 306 Jefferson Federal Building Birmingham, Alabama 35203	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,875.00
E. Full Name, Mailing Address and ZIP Code Nevada Democratic Party 111 California Avenue Reno, Nevada 89501	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,000.00
F. Full Name, Mailing Address and ZIP Code New Hampshire Democratic Party 77 North Main Street Concord, New Hampshire 03301	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	625.00
G. Full Name, Mailing Address and ZIP Code California Democratic State Comm. 1731 T Street Sacramento, California 95814	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	7,000.00
H. Full Name, Mailing Address and ZIP Code 1982 National Party Conference 1625 Mass. Ave., N.W., Washington, D.C. 20036	Transfer Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/31/84	2,985.75
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year)	Amount of Each Disbursement This Period

SUBTOTAL of Disbursements This Page (optional)

0570429

Name of Committee for Full

STATE DEMOCRATIC EXECUTIVE COMMITTEE OF ALABAMA

Report covering the period

From 1/1/63 to 6/30/63

	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date	
I. RECEIPTS			
11. CONTRIBUTIONS (other than loans) FROM:			
(a) Individuals/Persons Other Than Political Committees	- 0 -	- 0 -	11(a)
(b) Political Party Committees	- 0 -	- 0 -	11(b)
(c) Other Political Committees	- 0 -	- 0 -	11(c)
(d) TOTAL CONTRIBUTIONS (other than loans) (add 11(a), 11(b) and 11(c))	- 0 -	- 0 -	11(d)
12. TRANSFERS FROM AFFILIATED/OTHER PARTY COMMITTEES	- 0 -	- 0 -	12
13. ALL LOANS RECEIVED	- 0 -	- 0 -	13
14. LOAN REPAYMENTS RECEIVED	- 0 -	- 0 -	14
15. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.)	- 0 -	- 0 -	15
16. REFUNDS OF CONTRIBUTIONS MADE TO FEDERAL CANDIDATES AND OTHER POLITICAL COMMITTEES	- 0 -	- 0 -	16
17. OTHER RECEIPTS (Dividends, Interest, etc.)	- 0 -	- 0 -	17
18. TOTAL RECEIPTS (Add 11(d), 12, 13, 14, 15, 16 and 17)	- 0 -	- 0 -	18
II. DISBURSEMENTS			
19. OPERATING EXPENDITURES	- 0 -	- 0 -	19
20. TRANSFERS TO AFFILIATED/OTHER PARTY COMMITTEES	- 0 -	- 0 -	20
21. CONTRIBUTIONS TO FEDERAL CANDIDATES AND OTHER POLITICAL COMMITTEES	- 0 -	- 0 -	21
22. INDEPENDENT EXPENDITURES (Use Schedule E)	- 0 -	- 0 -	22
23. COORDINATED EXPENDITURES MADE BY PARTY COMMITTEES (2 U.S.C. § 641 a)(1) (Use Schedule F)	- 0 -	- 0 -	23
24. LOAN REPAYMENTS MADE	- 0 -	- 0 -	24
25. LOANS MADE	- 0 -	10,000.00	25
26. REFUNDS OF CONTRIBUTIONS TO:			
(a) Individuals/Persons Other Than Political Committees	- 0 -	- 0 -	26(a)
(b) Political Party Committees	- 0 -	- 0 -	26(b)
(c) Other Political Committees	- 0 -	- 0 -	26(c)
(d) TOTAL CONTRIBUTION REFUNDS (Add 26(a), 26(b) and 26(c))	- 0 -	- 0 -	26(d)
27. OTHER DISBURSEMENTS	- 0 -	- 0 -	27
28. TOTAL DISBURSEMENTS (add lines 19, 20, 21, 22, 23, 24, 25, 26(d) and 27)	- 0 -	10,000.00	28
III. NET CONTRIBUTIONS AND NET OPERATING EXPENDITURES			
29. TOTAL CONTRIBUTIONS (other than loans) from Line 11(d)	- 0 -	- 0 -	29
30. TOTAL CONTRIBUTION REFUNDS from Line 26(d)	- 0 -	- 0 -	30
31. NET CONTRIBUTIONS (other than loans) (Subtract Line 30 from Line 29)	- 0 -	- 0 -	31
32. TOTAL OPERATING EXPENDITURES from Line 19	- 0 -	- 0 -	32
33. OFFSETS TO OPERATING EXPENDITURES from Line 15	- 0 -	- 0 -	33
34. NET OPERATING EXPENDITURES (Subtract Line 33 from Line 32)	- 0 -	- 0 -	34



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Attachment 4 page 1 of 2

119

AUG 23 1984

RQ-2

Dick Humphrey, Treasurer
State Democratic Executive
Committee of Alabama
306 Jefferson Federal Building
Birmingham, AL 35203

Identification Number: C00005173

Reference: Mid-Year Report (1/1/83-6/30/83)

Dear Mr. Humphrey:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-The DNC Services Corporation/Democratic National Committee's 1983 June Monthly Report discloses a \$7,500 transfer-in from your organization (pertinent portion(s) attached); however, your committee's report fails to disclose a corresponding transfer-out. Please explain the nature of this apparent discrepancy. If your Federal account made this disbursement, please amend your committee's report by disclosing the transaction on Schedule B supporting Line 20. In addition, the total disbursement and ending cash figures should be adjusted accordingly.

If, however, the above-referenced transfer-out was made from a non-Federal account maintained by your committee, please clarify the source of funds used to make the disbursement. You are advised that, under 11 CFR 102.5, "All disbursements, contributions, expenditures and transfers by [a] committee in connection with any federal election shall be made from its federal account."

Although the Commission may initiate legal action regarding this matter, your prompt response will be taken into consideration.

An amendment to your original report(s) correcting the above problem(s) should be filed with the Federal Election Commission within fifteen (15) days of the date of this letter. If you need

05710570431

assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 523-4048.

Sincerely,



Lisa Stolaruk
Senior Reports Analyst
Reports Analysis Division

26040570432

TELECON

ANALYST Lisa Stolaruk
initiated call? no

TELECON WITH: Mr. LaPierre
initiated call? yes

Attachment 5

Candidate/Committee: State Democratic Executive Committee
of Alabama

(121)

DATE: 8/27/84

SUBJECT(S): Transfer of funds from non-Federal account

Mr. LaPierre called this afternoon to discuss the letter that we sent regarding a \$7,500 transfer to the DNC from the committee's non-Federal account. He said that the DNC needed "start-up" funds for its telethon. Since the state committee did not have sufficient funds in its Federal account, they transferred the money to DNC from its non-Federal account. I explained that the regulations prohibit the non-Federal account from using its funds to support Federal committees and that the transaction, therefore, was not permissible. Mr. LaPierre stated that he now is aware of this problem and will be more careful in the future. I asked what the composition of funds was in his non-Federal account. He stated that it was basically composed of individual contributions, but that unions may at times purchase tickets for fundraisers. However, he added that this was rarely the case. I requested that he respond to the Request for Additional Information by explaining the circumstances surrounding the transfer of funds and describing the source of funds contained in the non-Federal account.

86740570433



**ALABAMA DEMOCRATIC
PARTY**

August 27, 1984

Attachment 6

122

Ms. Lisa Stolaruk
Senior Reports Analyst
Reports Analysis Division
Federal Election Commission
Washington, D.C. 20463

Identification Number: C00005173

Reference: Mid-Year Report (1/1/83-6/30/83)

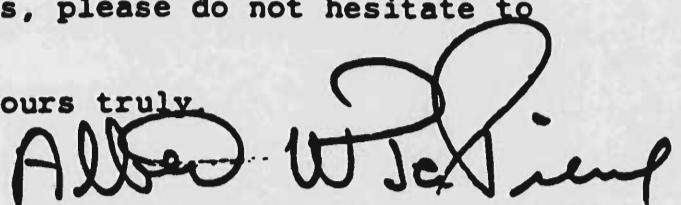
Dear Ms. Stolaruk:

This letter is in response to your letter of August 23 and our phone conversation of today concerning the \$7500.00 transfer to the DNC Services Corporation/Democratic National Committee.

As I explained to you in our phone conversation, this check written from the State Democratic Executive Committee's regular account to the Democratic National Committee was for upfront money for the 1983 Democratic Party Telethon. The regular account of the State Committee generates its funds from contributions from individuals and receipts from dinners. No money is put into this account from any corporations or labor unions' federal accounts. Another reason the \$7500 check was written from this account is that the State Party's FEC account did not have \$7500 in it.

If you have any further questions, please do not hesitate to call on me.

Yours truly,



ALBERT W. LaPIERRE
Executive Director

AWL/fg

96040570434

TELECON

ANALYST Lisa Stolaruk
initiated call? yes

TELECON WITH: Mr. LaPierre
initiated call? no

Attachment 7

123

Candidate/Committee: Democratic Executive Committee of Alabama

DATE: 8/30/84

SUBJECT(S): Clarification of response received 8/30/84

I called Mr. LaPierre this morning and requested further clarification of the response that we received today. The response said that the source of funds that were contained in the non-Federal account were primarily from individuals, and that no money is deposited from corporations' or unions' federal accounts. I told Mr. LaPierre that what I was trying to ascertain was whether corporations or unions (treasury funds) contributed to the non-Federal account. He will send a letter of clarification.

86010570435

REPORTS ANALYSIS REFERRAL

TO

OFFICE OF GENERAL COUNSEL

DATE: 16 November 1984

ANALYST: Lisa Stolaruk

I. COMMITTEE: Democratic State Central Committee/Federal Account (C00167320)
Maureen G. Satti, Treasurer
634 Asylum Avenue
Hartford, CT 06105

II. RELEVANT STATUTE: 11 CFR 102.5

III. BACKGROUND:

Transfer of Funds From a Non-Federal Account to a Federal Account

The DNC Services Corporation/Democratic National Committee's ("DNC") 1983 June Monthly Report disclosed an \$11,000 transfer-in from the Democratic State Central Committee/Federal Account ("DSCC") in Connecticut on May 20, 1983 (Attachment 2a).*/ Although DSCC had submitted its Statement of Organization on May 18, 1983 (Attachment 3), it had not filed financial disclosure reports. A Non-Filer Notice was sent to DSCC on August 23, 1984, concerning the failure to file the 1983 Mid-Year and Year End Reports, and the 1984 April Quarterly and July Quarterly Reports (Attachment 4).

On August 30, 1984, Phyllis Genua, Deputy Treasurer of DSCC, called the Reports Analysis Division ("RAD") analyst, requesting assistance in filling out the reporting forms. She was specifically interested in the proper way to disclose transfers-in from DSCC's non-Federal account. The RAD analyst asked how much money was transferred from the non-Federal account and Ms. Genua responded that most of the money in the Federal account came from the non-Federal account.

*/ Reports filed by the DNC disclose full repayment to DSCC in three (3) increments between July of 1983 and March of 1984 (Attachments 2b-d). Since the DSCC's reports do not disclose these receipts, it appears the funds were deposited into the DSCC's non-Federal account.

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The RAD analyst explained that transfers to a Federal account from a non-Federal account were prohibited under 11 CFR 102.5. Ms. Genua stated that Connecticut law does not allow corporate or partnership contributions to be used in non-Federal races, and therefore Connecticut law is comparable to Federal law. The RAD analyst responded that Federal law allows partnership contributions, but prohibits contributions from corporate and union treasury funds. Ms. Genua said she realized that the two accounts should be segregated, but did not know that this precluded the transfer of funds. She also stated that one of the reasons the committee established a Federal account was so they could provide funds to the DNC for its telethon activity, and that it was her understanding only Federal funds could be used. The RAD analyst recommended that she provide a statement describing the source of funds contained in the non-Federal account (Attachment 5).

DSCC submitted the 1983 Mid-Year and Year End Reports and the 1984 April and July Quarterly Reports on September 10, 1984. As indicated on the 1983 Mid-Year and 1984 April Quarterly Reports, the DSCC received the following transfers-in from its non-Federal account: \$16,000 on May 17, 1983, and \$5,000 on January 8, 1984 (Attachments 6 and 7). A letter accompanying the reports stated that "Connecticut law prohibits contributions from corporations or partnerships; therefore, we felt it was permissible to transfer funds from the account of the Democratic State Central Committee to our Federal Account" (Attachment 8).

Requests for Additional Information ("RFAI's") were sent to DSCC on October 3, 1984, notifying the committee of the apparent violations of 11 CFR 102.5, and advising that the full amount of the transfers be returned to the non-Federal account (Attachments 9 and 10).

On October 12, 1984, Mr. Don Meikle, Executive Director of DSCC, called the RAD analyst to discuss the RFAI's. Mr. Meikle stated that the DNC requested start-up funds from DSCC's Federal account for a telethon fundraiser. Since the Federal account had no funds, the money was transferred from DSCC's non-Federal account. He further stated that Connecticut state law parallels Federal law in that it places restrictions on corporate and labor union contributions. The RAD analyst responded that the transfers were still prohibited under Section 102.5 and that the full amount must be returned to the non-Federal account (Attachment 11).

On October 15, 1984, the Chairman of the DSCC, Mr. James M. Fitzgerald, submitted a written response. Mr. Fitzgerald stated that "... because Connecticut law has the same restrictions as Federal law....," the DSCC had been

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under the impression that monies could be transferred from the non-Federal account to the Federal account. According to Mr. Fitzgerald, "[t]here is nothing [the] state party organization receives in its State Account which it could not legally receive in its Federal Account." Since the DSCC is not in a position to transfer the money immediately, they intend to carry the amount as a debt owed to the non-Federal account (Attachment 12).

On October 19, 1984, Mr. Meikle called to request further clarification regarding the correct way to report the obligations (Attachment 13). The Chief of the Party/Non-Party Branch provided him with appropriate guidance. Based upon that information, DSCC filed its 12 Day Pre-General Election Report on October 22, 1984, and disclosed two debts of \$16,000 and \$5,000 owed to the non-Federal account (Attachment 14).

IV. OTHER PENDING MATTERS INITIATED BY RAD:

None

86940570438

8 6 7 1 0 5 7 0 4 3 2
 FEDERAL ELECTION COMMISSION
 COMMITTEE INDEX OF DISCLOSURE DOCUMENTS - (C) (83-84)

DATE 15NOV84
 PAGE 1

PARTY RELATED

COMMITTEE	DOCUMENT	RECEIPTS	DISBURSEMENTS	TYPE OF FILER COVERAGE DATES	# OF PAGES	MICROFILM LOCATION
DEMOCRATIC STATE CENTRAL COMMITTEE/FEDERAL ACCOUNT CONNECTED ORGANIZATION: DEM STATE CENTRAL CMTE/CONNECTICUT				PARTY NON-QUALIFIED		ID #C00167320
1983	REQUEST FOR ADDITIONAL INFORMATION					1 83FEC/273/0915
	STATEMENT OF ORGANIZATION			18MAY83		3 83FEC/272/0837
	STATEMENT OF ORGANIZATION - AMENDMENT			23JUN83		2 83FEC/274/1800
	REQUEST FOR ADDITIONAL INFORMATION 2ND					1 83FEC/274/2854
	MID-YEAR REPORT	16,000	11,000	17MAY83 -30JUN83		6 84FEC/327/5077
	MID-YEAR REPORT - AMENDMENT	-	-	17MAY83 -30JUN83		1 84FEC/344/1208
	NOTICE OF FAILURE TO FILE			18MAY83 -30JUN83		1 84FEC/327/0
	REQUEST FOR ADDITIONAL INFORMATION			17MAY83 -30JUN83		3 84FEC/336/1
	YEAR-END	0	3,612	1JUL83 -31DEC83		5 84FEC/327/5083
	YEAR-END - AMENDMENT	-	-	1JUL83 -31DEC83		2 84FEC/339/4848
	NOTICE OF FAILURE TO FILE			1JUL83 -31DEC83		1 84FEC/327/0705
	REQUEST FOR ADDITIONAL INFORMATION			1JUL83 -31DEC83		2 84FEC/336/1793
	REQUEST FOR ADDITIONAL INFORMATION			1JUL83 -31DEC83		1 84FEC/348/2667
1984	MISCELLANEOUS NOTICE FROM FEC			30OCT84		1 84FEC/347/4543
	APRIL QUARTERLY	6,400	5,680	1JAN84 -31MAR84		5 84FEC/327/5088
	APRIL QUARTERLY - AMENDMENT	-	-	1JAN84 -31MAR84		1 84FEC/344/1206
	NOTICE OF FAILURE TO FILE			1JAN84 -31MAR84		1 84FEC/327/0707
	REQUEST FOR ADDITIONAL INFORMATION			1JAN84 -31MAR84		2 84FEC/336/1752
	REQUEST FOR ADDITIONAL INFORMATION			1JAN84 -31MAR84		1 84FEC/348/4160
	JULY QUARTERLY	7,472	1,950	1APR84 -30JUN84		5 84FEC/327/5093
	JULY QUARTERLY - AMENDMENT	-	-	1APR84 -30JUN84		1 84FEC/344/1207
	NOTICE OF FAILURE TO FILE			1APR84 -30JUN84		1 84FEC/327/0708
	REQUEST FOR ADDITIONAL INFORMATION			1APR84 -30JUN84		1 84FEC/336/1936
	OCTOBER QUARTERLY	5,000	6,590	1JUL84 -30SEP84		5 84FEC/337/1334
	PRE-GENERAL	44,372	26,698	1OCT84 -17OCT84		7 84FEC/345.
	PRE-GENERAL - AMENDMENT	44,372	26,698	1OCT84 -17OCT84		18 84FEC/347.
	TOTAL	74,244	0 48,940	0		78 TOTAL PAGES

All of the above reports have been reviewed.

Ending cash on hand as of 10/17/84: \$23,714

Debts owed by the committee as of 10/17/84: \$27,173

Attachment 1

127

SCHEDULE A

ITEMIZED RECEIPTS

LINE NUMBER
 (Use separate accounts for each category of the Detailed Summary Page)

128

Telethon V

Attachment 2a

Any information copied from such Reports or Statements may not be sold or used by any person for the pur commercial purposes, other than using the name and address of any political committee to solicit contributions

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Iowa Democratic Headquarters 1120 Mulberry Street Des Moines, Iowa 50309	N/A	5/16	\$15,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Occupation			
Aggregate Year-to-Date-\$			
B. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Pennsylvania Democratic State Committee 510 North Third Street Harrisburg, PA 17101	N/A	5/17	\$32,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Occupation			
Aggregate Year-to-Date-\$			
C. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Maine Democratic State Committee Augusta, Maine 04330	N/A	5/17	\$500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Occupation			
Aggregate Year-to-Date-\$			
D. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Washington State Democratic Central Committee 1701 Smith Tower Seattle, Washington 98104	N/A	5/17	\$8575.94
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Occupation			
Aggregate Year-to-Date-\$			
E. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Democratic Campaign Committee 8100 East Jefferson Detroit, Michigan 48214	N/A	5/18	\$10,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Occupation			
Aggregate Year-to-Date-\$			
F. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Democratic State Central Committee 634 Asylum Avenue Hartford, Connecticut 06105	N/A	5/20	\$11,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Occupation			
Aggregate Year-to-Date-\$			
G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
North Carolina Democratic State Party P.O. Box 12196 Raleigh, North Carolina 27605	N/A	5/23	\$16,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Occupation			
Aggregate Year-to-Date-\$			
SUBTOTAL of Receipts This Page (optional)			93,575.94
TOTAL This Period (last page this line number only)			

0440 0570 440

129

SCHEDULE B

Page 1 of 2
Line Number 129
(Use space provided for each category of the General Summary Page)

Attachment 2b

Any information copied from such Reports and Statements may not be sold or used by any person for the commercial purposes, other than using the name and address of any political committee to solicit contributions.

Name of Committee (in Full)
DNC Services Corporation/Democratic National Committee

06710570441

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Iowa Democratic Headquarters 1120 Mulberry Street Des Moines, Iowa 50309	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$3,750.00
Pennsylvania Dem. State Comm. 510 North Third Street Harrisburg, PA 17101	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$8,125.00
Maine Democratic St. Comm. Augusta, Maine 04330	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$125.00
Democratic Campaign Committee 8100 East Jefferson Detroit, Michigan 48214	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$2,500.00
Democratic St. Central Comm. 634 Asylum Avenue Hartford, Conn. 06105	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$2,750.00
North Carolina Dem. St. Party P.O. Box 12196 Raleigh, North Carolina 27605	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$4,000.00
Tennessee Democratic Hqts. 205 7th Avenue Nashville, Tenn. 37219	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$3,750.00
Alabama Democratic St. Party 306 Jefferson Federal Building Birmingham, Alabama 35203	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$1,875.00
Nevada Democratic Party 111 California Avenue, Reno, Nevada 89509	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	7/6/83	\$1,000.00

SUBTOTAL of Disbursements This Page (optional)

TOTAL This Period (last page this line number only)

SCHEDULE B

ITEMIZED DISBURSEMENTS

Attachment 2c

Any information copied from such Reports and Statements may not be sold or used by any person for the purely commercial purposes, other than using the name and address of any political committee to solicit contributions.

Name of Committee (in Full)

DNC SERVICES CORPORATION / DEMOCRATIC NATIONAL COMMITTEE

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
SOUTH DAKOTA DEMOCRATIC PARTY Box 668 Pierre, South Dakota 57501	N/A	11/10/83	2,000.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
TENNESSEE DEMOCRATIC PARTY 205 7th Ave., N. Nashville, Tenn 37219	N/A	11/10/83	7,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
TEXAS DEMOCRATIC PARTY 215 Stokes Building Austin, TX 78701	N/A	11/29/83	32,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
UTAH STATE DEMOCRATIC PARTY 363 E 2nd Street Salt Lake city, Utah 84111	N/A	11/29/83	2,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
Democratic State Central Ctte. 8100 Asylum Ave. Hartford, CT 06105	N/A	11/10/83	5,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
WEST VIRGINIA STATE DEM. EXECUTIVE COMM. P.O. Box 6067 Charleston, West VA 25302	N/A	11/10/83	3,500.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
VERMONT DEMOCRATIC HQTRS. 100 South Willinooski Ave., Suite 207 Burlington, VT 05401	N/A	11/10/83	1,250.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
Democratic Executive Committee of Florida P.O. Box 175 Tallahassee, FL 32302	N/A	11/10/83	21,000.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		

SUBTOTAL of Disbursements This Page (optional) 135

TOTAL This Period (last page this line number only) 295,282.50

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page 10 of 10 for
LINE NUMBER 10
(Use separate schedules for each
category of the Detailed
Summary Page)

Attachment 2d

Any information copied from such Reports and Statements may not be sold or used by any person for the pu
commercial purposes, other than using the name and address of any political committee to solicit contributor.

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Democratic State Central Committee 634 Asylum Avenue Hartford, Connecticut 06105	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	\$ 2,750.00
B. Full Name, Mailing Address and ZIP Code North Carolina Democratic State Party P.O. BOX 12196 Raleigh, North Carolina 27605	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	4,000.00
C. Full Name, Mailing Address and ZIP Code Tennessee Democratic Headquarters 205 7th Avenue Nashville, Tennessee 37219	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	3,750.00
D. Full Name, Mailing Address and ZIP Code Alabama Democratic State Party 306 Jefferson Federal Building Birmingham, Alabama 35203	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,875.00
E. Full Name, Mailing Address and ZIP Code Nevada Democratic Party 111 California Avenue Reno, Nevada 89501	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,000.00
F. Full Name, Mailing Address and ZIP Code New Hampshire Democratic Party 77 North Main Street Concord, New Hampshire 03301	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	625.00
G. Full Name, Mailing Address and ZIP Code California Democratic State Comm. 1731 T Street Sacramento, California 95814	Final payment Telethon advance. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	7,000.00
H. Full Name, Mailing Address and ZIP Code 1982 National Party Conference 1625 Mass. Ave., N.W., Washington, D.C. 20036	Transfer Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/31/84	2,985.75
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year)	Amount of Each Disbursement This Period

Subtotal of Disbursements This Page (optional)

STATEMENT OF ORGANIZATION

(See reverse side for instructions)

1. (a) Name of Committee (in Full) Check if name or address is changed.
Democratic State Central Committee/

(b) Address (Number and Street) **Federal Account**

(c) City, State and ZIP Code
634 Asylum Avenue
Hartford, Connecticut 06105

2. Date **May 11, 1983**

3. FEC Identification Number (previous filing)
000162602

4. Is this an amended Statement? YES NO

5. TYPE OF COMMITTEE (check one):

(a) This committee is a principal campaign committee. (Complete the candidate information below.)

(b) This committee is an authorized committee, and is NOT a principal campaign committee. (Complete the candidate information below.)

Name of Candidate _____ Candidate Party Affiliation _____ Office Sought _____ State/District _____

(c) This committee supports/opposes only one candidate _____ (name of candidate) and is NOT an authorized committee.

(d) This committee is a State committee of the Democratic Party.
(National, State or subordinate) (Democratic, Republican, etc.)

(e) This committee is a separate segregated fund.

(f) This committee supports/opposes more than one Federal candidate and is NOT a separate segregated fund nor a party committee.

Name of Any Connected Organization or Affiliated Committee	Mailing Address and ZIP Code	Relationship

If the registering political committee has identified a "connected organization" above, please indicate type of organization:

Corporation Corporation w/o Capital Stock Labor Organization Membership Organization Trade Association Cooperative

7. Custodian of Records: Identify by name, address (phone number - optional) and position, the person in possession of committee books and records.

Full Name **Phyllis R. Genua** Mailing Address and ZIP Code **9 Mark Lane, Rocky Hill 06067** Title or Position **Deputy Treasurer**

8. Treasurer: List the name and address (phone number - optional) of the treasurer of the committee; and the name and address of any designated agent (e.g., assistant treasurer).

Full Name **Alberta Barbash** Mailing Address and ZIP Code **123 Mill Rd., North Haven 06745** Title or Position **Treasurer**
Phyllis Genua **9 Mark Lane, Rocky Hill 06067** **Deputy Treasurer**

9. Banks or Other Depositories: List all banks or other depositories in which the committee deposits funds, holds accounts, rents safety deposit boxes or maintains funds.

Name of Bank, Depository, etc. **Colonial Bank** Mailing Address and ZIP Code _____

I certify that I have examined this Statement and to the best of my knowledge and belief it is true, correct and complete.

PHYLLIS R. GENUA *Phyllis R. Genua* **5/12/83**
Type or Print Name of Treasurer SIGNATURE OF TREASURER Date

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Statement to the penalties of 2 U.S.C. §437g.

For further information contact: Federal Election Commission, Toll Free 800-424-9630, Local 202-623-4088

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FEDERAL ELECTION COMMISSION
WASHINGTON, DC 20463

Attachment 4

133

AUG 23 1984

RQ-7

ct

Alberta Barbash, Treasurer
Democratic State Central Committee/
Federal Account
634 Asylum Avenue
Hartford, CT 06105

Identification Number: C00167320

Reference: Mid-Year (5/18/83-6/30/83), Year End (7/1/83-12/31/83), April Quarterly (1/1/84-3/31/84), and July Quarterly (4/1/84-6/30/84) Reports

Dear Ms. Barbash:

It has come to the attention of the Federal Election Commission that you may have failed to file the above referenced Reports of Receipts and Disbursements as required by the Federal Election Campaign Act. You were previously notified of the due dates for these reports.

It is important that you file these reports immediately with the Federal Election Commission, 1325 K Street, NW, Washington, DC 20463 (or with the Clerk of the House or the Secretary of the Senate, as appropriate). Copies of the reports or the relevant portions should also be filed with the Secretary of State or equivalent state officer (see 11 CFR 108.2, 108.3, 108.4).

The failure to file these reports may result in an audit or legal enforcement action.

If you have any questions regarding this matter, please contact Lisa Stolaruk on our toll-free number (800) 424-9530. Our local number is (202) 523-4048.

Sincerely,

John D. Gibson

John D. Gibson
Assistant Staff Director
Reports Analysis Division

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24

TELECON WITH: Phyllis Genua
initiated call? yes

(134)
Attachment 5

Candidate/Committee: Democratic State Central Committee - Connecticut

DATE: 8/30/84

SUBJECT(S): Assistance in filling out Form 3X

Ms. Genua called this afternoon requesting information on the proper way to fill out Form 3X. She specifically wanted to know where to report the receipt of funds from the committee's non-Federal account. I asked her how much money was involved and she responded that it constituted almost the entire amount of the Federal account's money. I told her that such a transaction was prohibited by 11 CFR 102.5. She said that Connecticut law follows Federal law in that it does not allow corporations or partnerships to contribute to campaigns. I explained that Federal law allows partnerships to contribute to Federal races but does not allow union treasury funds to be contributed. I recommended that she attach a cover letter to her reports explaining the source of funds contained in the state/local account.

Ms. Genua expressed some confusion over the transfer of funds from the non-Federal account to the Federal account. She was aware that the two accounts should be segregated, but did not realize that funds could not be transferred. She said that she believes one of the reasons that the committee established a Federal account in the first place was so that they could provide funds to the DNC's telethon activity and that it was her understanding that only Federal funds could be used. I responded that the concept was accurate, but that federally permissible funds had to be deposited in the Federal account.

She will provide a letter of explanation along with her reports.

86710570446

ITEMIZED RECEIPTS

Page 1 of 1
 LINE NUMBER 116
 (Use separate schedule(s) for each category of the Detailed

Attachment 6 **135**

Information copied from such Reports or Statements may not be sold or used by any person for the pu
 merical purposes, other than using the name and address of any political committee to solicit contributo.
 name of Committee (in Full)

Democratic State Central Comm (Federal Acct.)

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
<i>Democratic State Central Comm. 635 Asylum Ave Hartford, Ct 06105</i>	<i>N/A</i>	<i>5/17/83</i>	<i>16,000.00</i>
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date-\$ <i>16,000.00</i>		
B. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date-\$		
C. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date-\$		
D. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date-\$		
E. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date-\$		
F. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date-\$		
G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date-\$		
SUBTOTAL of Receipts This Page (optional)			<i>16,000.00</i>
TOTAL This Period (last page this line number only)			<i>16,000.00</i>

06040570447

136

Attachment 7

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of commercial purposes, other than using the name and address of any political committee to solicit contribution.

Name of Committee (in Full)

Democratic State Central Comm / Federal Acct.

A. Full Name, Mailing Address and ZIP Code

Democratic State Central Comm
634 Anglim Ave
Hartford, Ct 06105

Name of Employer

N/A

Date (month, day, year)

1/8/84

Amount of Each Receipt this Period

5,000.00

Occupation

Aggregate Year-to-Date-\$ 5,000.00

Receipt For: Primary General Other (specify):

B. Full Name, Mailing Address and ZIP Code

Democrats for Better Govt
PO Box 670
London, Ct 06320

Name of Employer

N/A

Date (month, day, year)

1/8/84

Amount of Each Receipt This Period

1,400.00

Occupation

Aggregate Year-to-Date-\$ 1,400.00

Receipt For: Primary General Other (specify):

C. Full Name, Mailing Address and ZIP Code

Name of Employer

Date (month, day, year)

Amount of Each Receipt This Period

Occupation

Aggregate Year-to-Date-\$

Receipt For: Primary General Other (specify):

D. Full Name, Mailing Address and ZIP Code

Name of Employer

Date (month, day, year)

Amount of Each Receipt This Period

Occupation

Aggregate Year-to-Date-\$

Receipt For: Primary General Other (specify):

E. Full Name, Mailing Address and ZIP Code

Name of Employer

Date (month, day, year)

Amount of Each Receipt This Period

Occupation

Aggregate Year-to-Date-\$

Receipt For: Primary General Other (specify):

F. Full Name, Mailing Address and ZIP Code

Name of Employer

Date (month, day, year)

Amount of Each Receipt This Period

Occupation

Aggregate Year-to-Date-\$

Receipt For: Primary General Other (specify):

G. Full Name, Mailing Address and ZIP Code

Name of Employer

Date (month, day, year)

Amount of Each Receipt This Period

Occupation

Aggregate Year-to-Date-\$

Receipt For: Primary General Other (specify):

SUBTOTAL of Receipts This Page (optional)

6,400.00

TOTAL This Period (last page this line number only)

6,400.00

03010570408

84 SEPI 0 A8: 59

(137)



Democratic State Central Committee of Connecticut

634 Asylum Avenue Hartford, Connecticut 06105 Tel.: 278-6080
TOLL FREE: 1-800-842-8219



Attachment 8

James M. Fitzgerald
State Chairman

J

September 5, 1984

Ms. Lisa Stolaruk
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Identification Number: C00167320

Reference: Mid-Year (5/18/83-6/30/83), Year End (7/1/83-12/31/83),
April Quarterly (1/1/84-3/31/84), and July Quarterly
(4/1/84-6/30/84) Reports

Dear Ms. Stolaruk:

Pursuant to our telephone conversations, enclosed please find the Reports of Receipts and Disbursements covering the above captioned periods.

Please note a new treasurer was elected in August, 1984. Her name is Maureen G. Satti. Phyllis R. Genua remains as the Deputy Treasurer.

Connecticut law prohibits contributions from corporations or partnerships; therefore we felt it was permissible to transfer funds from the account of the Democratic State Central Committee to our Federal Account. In accordance with Connecticut law, a report of all contributions is filed quarterly with the Secretary of the State.

If additional information is needed, please do not hesitate to contact me.

Sincerely,

Phyllis R. Genua
Phyllis R. Genua
Deputy Treasurer

encl.

840935704471

FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

OCT 3 1984



RQ-2

Attachment 9 page 1 of 2

Maureen Satti, Treasurer
Democratic State Central
Committee/Federal Account
634 Asylum Avenue
Hartford, CT 06105

U

Identification Number: C00167320

Reference: Mid-Year Report (5/17/83-6/30/83)

Dear Ms. Satti:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Schedule A of your report discloses a receipt of \$16,000 from the Democratic State Central Committee (pertinent portion attached). Please clarify whether this transfer is from an account maintained by your committee for non-Federal activity. If so, be advised that such transfer is prohibited by 11 CFR 102.5(a)(1)(i) and the full amount of the transfer should be returned to the non-Federal account. Please inform the Commission immediately in writing and provide a photocopy of your check for the transfer-out. In addition, the transfer-out should be disclosed on a supporting Schedule B for Line 27 of your next report.

If, however, this transaction represents an "internal transfer" of funds from one Federal account to another, and the source(s) of such funds has been identified in previous reports of receipts and disbursements, please note that such transfers should not be itemized as doing so inflates total receipts and cash on hand. If this is the case, please amend your report accordingly.

Although the Commission may take further legal action regarding the acceptance of funds from a non-Federal account, your prompt transfer-out of the funds in question, or clarification of the transaction, will be taken into consideration.

18

0 8 4 0 3 5 7 : 0 6 4 1 5 7 3 9

1-1- Bmp 10/4 WDS 10/5/84

139

-Your report discloses no payments for administrative expenses. Each committee utilizing separate Federal and non-Federal accounts is required to allocate any administrative expenses between the accounts in proportion to the amount of funds expended on Federal and non-Federal elections or on another reasonable basis. Administrative expenses are those day-to-day costs of operating the committee, including rent, utilities, salaries, and other miscellaneous office expenses. The Federal account of the committee must pay its share of such expenses. 11 CFR 106.1(e) and 102.5(a)(1)(i).

If your organization has incurred such administrative costs and your non-Federal account has paid for all such costs, your Federal account must reimburse the non-Federal account for its portion of the expenses. The amount incurred by the Federal account should be disclosed as a debt or obligation owed to the non-Federal account on Schedule D supporting Line 10 of the Summary Page. When payments are made toward the debt, they should be reported on Schedule B supporting Line 19 of the Detailed Summary Page and the debt should be reduced by a corresponding amount.

An amendment to your original report(s) correcting the above problem(s) should be filed with the Federal Election Commission within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 523-4048.

Sincerely,



Lisa Stolaruk
Senior Reports Analyst
Reports Analysis Division

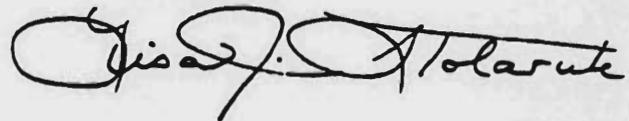
044033781560

-Your report discloses no payments for administrative expenses. Each committee utilizing separate Federal and non-Federal accounts is required to allocate any administrative expenses between the accounts in proportion to the amount of funds expended on Federal and non-Federal elections or on another reasonable basis. Administrative expenses are those day-to-day costs of operating the committee, including rent, utilities, salaries and other miscellaneous office expenses. The Federal account of the committee must pay its share of such expenses. 11 CFR 106.1(e) and 102.5(a)(1)(i).

If your organization has incurred such administrative costs and your non-Federal account has paid for all such costs, your Federal account must reimburse the non-Federal account for its portion of the expenses. The amount incurred by the Federal account should be disclosed as a debt or obligation owed to the non-Federal account on Schedule D supporting Line 10 of the Summary Page. When payments are made toward the debt, they should be reported on Schedule B supporting Line 19 of the Detailed Summary Page and the debt should be reduced by a corresponding amount.

An amendment to your original report(s) correcting the above problem(s) should be filed with the Federal Election Commission within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 523-4048.

Sincerely,



Lisa Stolaruk
Senior Reports Analyst
Reports Analysis Division

0 8 4 0 3 5 3 7:0641573 3

TELECON WITH: Don Meikle (203)278-6080
initiated call? yes

Attachment 11

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Candidate/Committee: Democratic State Central Committee/Federal Account (CT)

DATE: 10/12/84

SUBJECT(S): Repayment to state/local account and allocation of administrative expenses

Mr. Meikle called in response to the RFAI's sent regarding receipts from the committee's non-Federal account and lack of administrative expense payments. Mr. Meikle stated that the DNC requested start-up funds for its telethon activity and specified that the funds be transferred from the committee's Federal account. As the committee's Federal account had no funds, they transferred money from their non-Federal account to their Federal account. Mr. Meikle further stated that Connecticut state law parallels Federal law insofar as restrictions on corporate and labor treasury contributions. I responded that, if this is the case, the transfer of funds was still prohibited under 11 CFR 102.5 and the Federal account must repay the state/local account. I recommended that, since the Federal account has very little money, that the committee list the money owed as a debt.

The second part of the RFAI's dealt with the lack of administrative expense payments. I explained that the Federal account must pay a proportionate share of the overall operations of the committee as a whole, and gave him some guidance as to the methods that he could use to allocate the expenses. Again, I recommended that he report the amount of allocated cost as a debt to the state/local account. I further requested that he send a letter to the FEC regarding the allocation and payments to the state/local account.

25

86740570454



Democratic State Central Committee of Connecticut

143

634 Asylum Avenue Hartford, Connecticut 06105 Tel.: 278-6080
TOLL FREE: 1-800-842-8219



Attachment 12

James M. Fitzgerald
State Chairman

October 12, 1984

Federal Election Commission
Washington, D.C. 20463
ATTN: Lisa Stolaruk

Dear Commissioners:

As Chairman of the Democratic State Central Committee of Connecticut, I am responding to Ms. Stolaruk's three letters of Oct. 3 to our Treasurer, Maureen Satti. These communications objected to transfers of \$16,000 and \$5,000 during the past two years from our State Account to our Federal Account, and asked us to pay an appropriate share of our overhead expenses from our Federal Account.

We had been under the impression that monies could be transferred from our State Account to our Federal Account because Connecticut law has the same restrictions on contributions as Federal law. That is, we can not receive corporation contributions, labor union treasury contributions or partnership contributions. We are limited to contributions from individuals, from sole proprietorships, from political action committees registered in Connecticut, and from other party committees. There is nothing our state party organization receives in its State Account which it could not legally receive in its Federal Account.

However, on the advice of your Oct. 3 communications, we are preparing to "repay" our State Account from our Federal Account for the transfers in question. We are not in a position to transfer \$21,000 immediately, and are carrying this amount as a "debt" in our Federal Account for the time being.

As for attributing a share of overhead expenses to our Federal Account, we find that only a small percentage of our total revenues during the previous two years went into our Federal Account. Accordingly, we are preparing to "reimburse" our State Account for that percentage of our total revenues. This, too, is being carried as a "debt" until we can complete the process.

James M. Fitzgerald
JAMES M. FITZGERALD, Chairman

06710570455



October 19, 1984

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Attachment 13

MEMORANDUM TO THE FILE

FROM : MICHAEL FILLER
COMMITTEE : DEMOCRATIC PARTY OF CONNECTICUT

Mr. Don Meikle called concerning administrative expenses and loans from the non-Federal account. Since the Democratic Party of Connecticut ("DPC") does not have sufficient funds to pay these obligations, Mr. Meikle wanted to know how to report each. I informed him that the debt for administrative expenses should be disclosed on Schedule D with a brief explanation of the nature of the debt; the outstanding loan should be disclosed on Schedule C.] 13

Mr. Meikle mentioned that the method of allocating the expenses would be based on income (i.e., Federal vs. non-Federal). I responded that the regulations at Section 106 stated that the allocation could be based on funds expended, or any other reasonable method.

Since the filing deadline would be approaching for the pre-general report, I suggested to Mr. Meikle that he send the DPC's report via certified or registered mail by midnight October 22nd.

PHONE: (203)278-6080

86710570456

SCHEDULE D
(Revised 3/80)

DEBTS AND OBLIGATIONS
Excluding Loans

Page 1 of 1 for
LINE NUMBER 10
for

175

Attachment 14

Name of Committee (in Full)	Outstanding Balance Beginning This Period	Amount Incurred This Period	Payments This Period	Balance at Close of This Period
Democratic State Central Committee/ Federal Account				
A Full Name, Mailing Address and Zip Code of Debtor or Creditor Democratic State Central Committee 634 Asylum Avenue Hartford, CT 06105	16,000.00	0	0	16,000.00
Nature of Debt (Purpose) Transfer of Funds				
B Full Name, Mailing Address and Zip Code of Debtor or Creditor Democratic State Central Committee 634 Asylum Avenue Hartford, CT 06105	5,000.00	0	0	5,000.00
Nature of Debt (Purpose) Transfer of Funds				
C Full Name, Mailing Address and Zip Code of Debtor or Creditor Democratic State Central Committee 634 Asylum Avenue Hartford, CT 06105	6,173.99	0	0	6,173.99
Nature of Debt (Purpose) General Operating Expenditures				
D Full Name, Mailing Address and Zip Code of Debtor or Creditor				
Nature of Debt (Purpose)				
E Full Name, Mailing Address and Zip Code of Debtor or Creditor				
Nature of Debt (Purpose)				
F Full Name, Mailing Address and Zip Code of Debtor or Creditor				
Nature of Debt (Purpose)				
G TOTAL DEBTS This Period This Page (optional)				27,173.99
H TOTAL DEBTS (last page this line only)				27,173.99
I TOTAL OUTSTANDING LOANS from Schedule C (last page only)				0
J ADD DEBTS and LOANS carry forward to appropriate line of Summary Page (last page only)				27,173.99

20 600 40-870 457

(146)



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

16 November 1984

MEMORANDUM

TO: CHARLES N. STEELE
GENERAL COUNSEL

THROUGH: JOHN C. SURINA *1st*
STAFF DIRECTOR

FROM: JOHN D. GIBSON *JDG*
ASSISTANT STAFF DIRECTOR
REPORTS ANALYSIS DIVISION

SUBJECT: REFERRAL OF THE DEMOCRATIC EXECUTIVE COMMITTEE OF
FLORIDA (NON-FEDERAL ACCOUNT)

86040570453



REPORTS ANALYSIS REFERRAL

TO

OFFICE OF GENERAL COUNSEL

DATE: 16 November 1984

ANALYST: LISA STOLARUK

I. COMMITTEE: Democratic Executive Committee of Florida
(Non-Federal Account)
Monnie J. Yungkans, Treasurer^{1/}
517 North Calhoun Street
P.O. Box 1758
Tallahassee, FL 32302

II. RELEVANT STATUTE: 11 CFR 102.5

III. BACKGROUND:

Transfer of Funds From a Non-Federal Account to a Federal Account

The DNC Services Corporation/Democratic National Committee's ("DNC") 1983 June Monthly Report disclosed a \$42,000 transfer-in from the Democratic Executive Committee of Florida ("DECF") on May 12, 1983 (Attachment 2a).^{2/} The Mid-Year Report filed by the DECF, however, failed to disclose a corresponding transfer-out (Attachment 3).

A Request for Additional Information ("RFAI") was sent to DECF on August 23, 1984, seeking clarification of the apparent discrepancy. The RFAI further requested that if the transfer-out were made from a non-Federal account maintained by the committee, clarification should be provided regarding the source of funds used to make the disbursement. In addition, the RFAI advised DECF that use of a non-Federal account is prohibited under 11 CFR 102.5 (Attachment 4).

^{1/} Monnie J. Yungkans is the treasurer of record of the DECF Federal account.

^{2/} According to reports filed by the DNC, the full amount was repaid in three (3) increments between July of 1983 and March of 1984 (Attachments 2b-d).

86710570459

DEMOCRATIC EXECUTIVE COMMITTEE OF FLORIDA
(NON-FEDERAL ACCOUNT)
REPORTS ANALYSIS OGC REFERRAL
PAGE 2

On September 6, 1984, Kathleen Kossman, Executive Director of DECF, called the Reports Analysis Division ("RAD") analyst in response to the RFAI. Ms. Kossman stated that, although the "contract" with DNC specified the transfer of funds be made from the Federal account, the funds were actually transferred from DECF's non-Federal account in error (Attachment 5).

DECF submitted a written response on September 7, 1984, confirming that the transfer-out to DNC was made from its non-Federal account and at the time the transfer was made, the non-Federal account "did contain enough permissible funds to made this transaction legal" (Attachment 6).

IV. OTHER PENDING MATTERS INITIATED BY RAD:

None

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8 6 7 1 0 5 7 0 4 6 1
 FEDERAL ELECTION COMMISSION
 COMMITTEE INDEX OF DISCLOSURE DOCUMENTS - (C) (83-84)

DATE 15NOV84
 PAGE 1

PARTY RELATED

COMMITTEE	DOCUMENT	RECEIPTS	DISBURSEMENTS	TYPE OF FILER COVERAGE DATES	# OF PAGES	MICROFILM LOCATION
DEMOCRATIC EXECUTIVE COMMITTEE OF FLORIDA				PARTY QUALIFIED		ID #C00005561
1983	MID-YEAR REPORT	1,172	6,150	1JAN83 -30JUN83	8	83FEC/277/3657
	MID-YEAR REPORT - AMENDMENT	-	-	1JAN83 -30JUN83	2	84FEC/327/4693
	REQUEST FOR ADDITIONAL INFORMATION			1JAN83 -30JUN83	3	84FEC/327/0191
	YEAR-END	53,605	0	1JUL83 -31DEC83	9	84FEC/291/3449
	YEAR-END - AMENDMENT	-	-	1JUL83 -31DEC83	2	84FEC/310/3691
	1 ST LETTER INFORMATIONAL NOTICE			1JUL83 -31DEC83	1	84FEC/306/1945
1984	APRIL QUARTERLY	1,188	0	1JAN84 -31MAR84	4	84FEC/309/38
	JULY QUARTERLY	25,551	315	1APR84 -30JUN84	6	84FEC/321/17
	OCTOBER QUARTERLY	92,687	60,452	1JUL84 -30SEP84	7	84FEC/338/1163
	PRE-GENERAL	757	52,499	1OCT84 -17OCT84	7	84FEC/344/1904
	TOTAL	174,960	0 119,416		0	49 TOTAL PAGES

This is a summary of the activity of the Federal account.

All of the above reports, with the exception of the October 15 Quarterly and 12 Day Pre-General reports, have been reviewed.

Cash on hand as of 10/17/84: \$61,559

Debts and obligations as of 10/17/84: \$0

Attachment 1

(149)

SCHEDULE A

ITEMIZED RECEIPTS

Use this schedule for each receipt of the President

150

Telethon V

Attachment 2a

Any information copied from such Reports or Statements may not be sold or used by any person for the commercial purposes, other than using the name and address of any political committee to collect contributions.

Name of Committee (in Full)
DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
West VA State Democratic Executive Committee P.O. Box 6067 Charleston, West Virginia 25302	N/A	5/12	\$7,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
B. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Democratic Executive Committee of Florida P.O. Box 1758 Tallahassee, Florida 32302	N/A	5/12	\$42,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	MF
C. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Oklahoma Democratic Headquarters 1100 Classen Drive Oklahoma City, Oklahoma 73103	N/A	5/13	\$5,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
D. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Kentucky Democratic Headquarters P.O. Box 694 Frankfort, Kentucky 40602	N/A	5/13	\$15,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
E. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
D.C. Democratic Headquarters 1875 Connecticut Ave., N.W. Washington D.C. 20009	N/A	5/13	\$2,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	5/16	\$4,000.00
F. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Democratic Party of South Carolina 711 Whaley Street Columbia, S.C. 29201	N/A	5/13	\$6,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	
G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Minnesota Democratic Headquarters 730 East 38th Street Minneapolis, Minnesota 55407	N/A	5/13	\$32,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-\$	

SUBTOTAL of Receipts This Page (optional) 113,500.00

TOTAL This Period (list page this line number only)

0501057045

SCHEDULE B

ITEMIZED DISBURSEMENTS

Attachment 2c

Any information copied from such Reports and Statements may not be sold or used by any person for the commercial purposes, other than using the name and address of any political committee to solicit contributions.

Name of Committee (in Full)

DNC SERVICES CORPORATION / DEMOCRATIC NATIONAL COMMITTEE

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
SOUTH DAKOTA DEMOCRATIC PARTY Box 668 Pierre, South Dakota 57501	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	2,000.00
TENNESSEE DEMOCRATIC PARTY 205 7th Ave., N. Nashville, Tenn 37219	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	7,500.00
TEXAS DEMOCRATIC PARTY 215 Stokes Building Austin, TX 78701	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/29/83	32,500.00
UTAH STATE DEMOCRATIC PARTY 363 E 2nd Street Salt Lake city, Utah 84111	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/29/83	2,500.00
Democratic State Central Ctte. 8100 Asylum Ave. Hartford, CT 06105	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	5,500.00
WEST VIRGINIA STATE DEM. EXECUTIVE COMM. P.O. Box 6067 Charleston, West VA 25302	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	3,500.00
VERMONT DEMOCRATIC HQTRS. 100 South Willinooski Ave., Suite 207 Burlington, VT 05401	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	1,250.00
Democratic Executive Committee of Florida P.O. Box 175 Tallahassee, FL 32302	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	21,000.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		

SUBTOTAL of Disbursements This Page (optional)

135

TOTAL This Period (last page this line number only)

295,282.50

SCHEDULE B

ITEMIZED DISBURSEMENTS

Attachment 2d

Any information copied from such Reports and Statements may not be sold or used by any person for the commercial purposes, other than using the name and address of any political committee to solicit contributions.

Name of Committee (in Full)			
DNC Services Corporation/Democratic National Committee			
A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
West Virginia State Democratic Executive Committee P.O. BOX 6067 Charleston, West Virginia 25302	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	\$ 1,750.00
B. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Democratic Executive Committee of Florida P.O. BOX 1758 Tallahassee, Florida 32302	Final payment Telethon advance Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	10,500.00
C. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Oklahoma Democratic Headquarters 1100 Classen Drive Oklahoma City, Oklahoma 73103	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,250.00
D. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Kentucky Democratic Headquarters P.O. BOX 694 Frankfort, Kentucky 40602	Final payment Telethon advance Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	3,875.00
E. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
D.C. Democratic Headquarter 1875 Connecticut Avenue., N.W. Washington, D.C. 20009	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,500.00
F. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Democratic Party of South Carolina 711 Whaley Street Columbia, South Carolina 29201	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,500.00
G. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Minnesota Democratic Headquarter 730 East 38th Street Minneapolis, Minnesota 55407	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	8,000.00
H. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Pennsylvania Democratic State Committee 510 North Third Street Harrisburg, PA 17101	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	8,125.00
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Maine Democratic State Committee Augusta, Maine 04330	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	125.00

SUBTOTAL of Disbursements This Page (optional)

111

**DETAILED SUMMARY PAGE
of Receipts and Disbursements
(Page 2, FEC FORM 3X)**

Attachment 3

154

Name of Committee (in Full)

Democratic Executive Committee of Florida

Report Covering the Period

From: 1/1/83

To: 9/30/83

**COLUMN A
Total This Period**

**COLUMN B
Calendar Year-To-Date**

I. RECEIPTS

11. CONTRIBUTIONS (other than loans) FROM:

(a) Individuals/Persons Other Than Political Committees

(Name Entry Unitemized \$ _____)

(b) Political Party Committees

(c) Other Political Committees

(d) TOTAL CONTRIBUTIONS (other than loans) (add 11(a), 11(b) and 11(c))

12. TRANSFERS FROM AFFILIATED/OTHER PARTY COMMITTEES

13. ALL LOANS RECEIVED

14. LOAN REPAYMENTS RECEIVED

15. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.)

**16. REFUNDS OF CONTRIBUTIONS MADE TO FEDERAL CANDIDATES
AND OTHER POLITICAL COMMITTEES**

17. OTHER RECEIPTS (Dividends, Interest, etc.)

18. TOTAL RECEIPTS (Add 11(d), 12, 13, 14, 15, 16 and 17)

II. DISBURSEMENTS

19. OPERATING EXPENDITURES

20. TRANSFERS TO AFFILIATED/OTHER PARTY COMMITTEES

**21. CONTRIBUTIONS TO FEDERAL CANDIDATES AND
OTHER POLITICAL COMMITTEES**

22. INDEPENDENT EXPENDITURES (use Schedule E)

**23. COORDINATED EXPENDITURES MADE BY PARTY COMMITTEES
(2 U.S.C. § 441 a(d)) (Use Schedule F)**

24. LOAN REPAYMENTS MADE

25. LOANS MADE

26. REFUNDS OF CONTRIBUTIONS TO

(a) Individuals/Persons Other Than Political Committees

(b) Political Party Committees

(c) Other Political Committees

(d) TOTAL CONTRIBUTION REFUNDS (Add 26(a), 26(b) and 26(c))

27. OTHER DISBURSEMENTS

28. TOTAL DISBURSEMENTS (add lines 19, 20, 21, 22, 23, 24, 25, 26(d) and 27)

III. NET CONTRIBUTIONS AND NET OPERATING EXPENDITURES

29. TOTAL CONTRIBUTIONS (other than loans) from Line 11(d)

30. TOTAL CONTRIBUTION REFUNDS from Line 26(d)

31. NET CONTRIBUTIONS (other than loans) (Subtract Line 30 from Line 29)

32. TOTAL OPERATING EXPENDITURES from Line 19

33. OFFSETS TO OPERATING EXPENDITURES from Line 15

34. NET OPERATING EXPENDITURES (Subtract Line 33 from Line 32)

030327736466

LS

LS

	COLUMN A Total This Period	COLUMN B Calendar Year-To-Date	
11(a)	\$ 1,150.00	\$ 1,150.00	11(a)
11(b)			11(b)
11(c)			11(c)
11(d)	\$ 1,150.00	\$ 1,150.00	11(d)
12			12
13			13
14			14
15			15
16			16
17	\$ 22.06	\$ 22.06	17
18	\$ 1,172.06	\$ 1,172.06	18
19	\$ 4,000.00	\$ 4,000.00	19
20			20
21	\$ 150.00	\$ 150.00	21
22			22
23	\$ 2,000.00	\$ 2,000.00	23
24			24
25			25
26(a)			26(a)
26(b)			26(b)
26(c)			26(c)
26(d)			26(d)
27			27
28	\$ 6,150.00	\$ 6,150.00	28
29	\$ 1,150.00	\$ 1,150.00	29
30			30
31	\$ 1,150.00	\$ 1,150.00	31
32	\$ 4,000.00	\$ 4,000.00	32
33			33
34	\$ 4,000.00	\$ 4,000.00	34



FEDERAL ELECTION COMMISSION
WASHINGTON, DC 20463

155

AUG 23 1984 RQ-2

Monnie J. Yungkans, Treasurer
Democratic Executive Committee
of Florida
517 North Calhoun Street
Box 1758
Tallahassee, FL 32302

Identification Number: C00005561

Reference: Mid-Year Report (1/1/83-6/30/83)

Dear Ms. Yungkans:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-The DNC Services Corporation/Democratic National Committee's 1983 June Monthly Report discloses a \$42,000 transfer-in from your organization (pertinent portion(s) attached); however, your committee's report fails to disclose a corresponding transfer-out. Please explain the nature of this apparent discrepancy. If your Federal account made this disbursement, please amend your committee's report by disclosing the transaction on Schedule B supporting Line 20. In addition, the total disbursement and ending cash figures should be adjusted accordingly.

If, however, the above-referenced transfer-out was made from a non-Federal account maintained by your committee, please clarify the source of funds used to make the disbursement. You are advised that, under 11 CFR 102.5, "All disbursements, contributions, expenditures and transfers by [a] committee in connection with any federal election shall be made from its federal account."

Although the Commission may initiate legal action regarding this matter, your prompt response will be taken into consideration.

An amendment to your original report(s) correcting the above problem(s) should be filed with the Federal Election Commission

96740570467

within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 523-4048.

Sincerely,



Lisa Stolaruk
Senior Reports Analyst
Reports Analysis Division

86740570469

TELECON

ANALYST Lisa Stolaruk
initiated call? no

(157)

TELECON WITH: Kathy Kossman (904)222-3411
initiated call? yes

Attachment 5

Candidate/Committee: Democratic Executive Committee of Florida

DATE: 9/6/84

SUBJECT(S): Transfer to DNC from non-Federal account

I sent a Request for Additional Information to the Democratic Executive Committee of Florida for failure to disclose a \$42,000 transfer to the Democratic National Committee. Ms. Kossman called today and stated that the transfer was made from the committee's non-Federal account. She acknowledged that an error was made by the committee in that the funds transferred to the DNC did not come out of their Federal account, even though the "contract" with the DNC specified that the payment should be made from the Federal account.

I requested that Ms. Kossman send in a written response detailing the transaction and include a statement regarding the composition of funds contained in the non-Federal account.

86040570469

RECEIVED AT THE POST OFFICE
HAND DELIVERED
158

FLORIDA DEMOCRATIC PARTY

Post Office Box 1726 • Tallahassee, Florida 32302 • Phone (904) 222-0411

Attachment 6

September 6, 1984

Ms. Lisa Stolaruk
Senior Reports Analyst
Federal Election Commission
Reports Analysis Division
Washington, D.C. 20463

Dear Ms. Stolaruk:

I am responding to your August 23, 1984 correspondence to Monnie J. Yungkans, Treasurer of the Florida Democratic Party, regarding the failure of the Florida Democratic Party (Democratic Executive Committee of Florida) to disclose a \$42,000.00 transfer-out from our Federal account to the DNC Services Corporation/Democratic National Committee.

Please be advised that the monies in question were disbursed from our non-Federal account and were, therefore, not reported by us.

At the time of this disbursement, our non-Federal account did contain enough permissible funds to make this transaction legal. If you need additional documentation of the above, please contact me and I will be glad to provide the same.

Sincerely,


Kathleen Kossman

KK:mn

cc: Brian Foucart (DNC)

Charles Whitehead
Chairman
David Cymank
Vice Chairman
Jack Wilson
Secretary
Marilyn Vaughan
Treasurer
Elizabeth Korman
Executive Director

National Committee
Members
Virginia H. Casper
Sharon Perle
Ann Stadel
Glen Miller
Alan Baskin
John Stubb
Anastasia Stahl

Congressional District
Chairmen & Vice Chairmen

- 1st -
- 2nd -
- 3rd -
- 4th -
- 5th -
- 6th -
- 7th -
- 8th -
- 9th -
- 10th -
- 11th -
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- 25th -
- 26th -
- 27th -
- 28th -
- 29th -
- 30th -
- 31st -

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FEDERAL ELECTION COMMISSION
WASHINGTON, D C 20463

16 November 1984

MEMORANDUM

TO: CHARLES N. STEELE
GENERAL COUNSEL

THROUGH: JOHN C. SURINA 151
STAFF DIRECTOR

FROM: JOHN D. GIBSON
ASSISTANT STAFF DIRECTOR
REPORTS ANALYSIS DIVISION

SUBJECT: REFERRAL OF THE WASHINGTON STATE DEMOCRATIC CENTRAL
COMMITTEE (NON-FEDERAL ACCOUNT)

86740570471

Attachment

160

REPORTS ANALYSIS REFERRAL

TO

OFFICE OF GENERAL COUNSEL

DATE: 16 November 1984

ANALYST: Edward Ryan

I. COMMITTEE: Washington State Democratic Central Committee
Non-Federal Account
Clay Beck, Treasurer*/
1701 Smith Tower
Seattle, WA 98104

II. RELEVANT STATUTE: 11 CFR 102.5

III. BACKGROUND:

Transfer of Funds From a Non-Federal Account To a Federal Account

The DNC Services Corporation/Democratic National Committee's ("DNC") 1983 May Monthly Report disclosed a \$13,924.06 transfer-in from the Washington State Democratic Central Committee ("WSDCC") on April 27, 1983 (Attachment 2). In addition, the DNC's 1983 June Monthly Report disclosed a \$8,575.94 transfer-in from the WSDCC on May 17, 1983 (Attachment 3). Although the Mid-Year Report filed by the WSDCC failed to disclose corresponding transfers-out, the 1983 12 Day Pre-Primary and 12 Day Pre-Special Election Reports did disclose loan repayments received from the DNC: a \$5,625.01 repayment was received on July 12, 1983, and a \$16,874.00 repayment was received on October 18, 1983 (Attachments 4 and 5).

Requests for Additional Information ("RAI's") were sent to WSDCC on March 28, 1984, concerning the failure to disclose the loans made to the DNC (Attachments 6 and 7). When responses were not received, a Second Notice was sent to WSDCC on April 19, 1984 (Attachment 8).

On May 9, 1984, Mr. Jeff Smith, the Executive Director of the Washington State Democratic Party, called the Reports Analysis Division ("RAD") analyst in an attempt to get an extension of time to respond. When the RAD analyst responded that an extension could not be granted, Mr. Smith

*/ Mr. Beck is the treasurer of record of the WSDCC Federal account.

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asked what the penalty was for failing to submit amendments within the allotted time. He was told that failure to do so could lead to audit or legal enforcement action. Mr. Smith said he understood and he would try to get the amendments in as soon as possible (Attachment 9).

In mid-June, Mr. Smith again called the RAD analyst to say he had completed a thorough examination of WSDCC's records and had prepared amendments correcting the general reporting problems. In addition, Mr. Smith requested a meeting to discuss disclosing certain transactions on the amended reports. Based upon this conversation, a meeting was scheduled for the last week in June (Attachment 10).

On June 29, 1984, a meeting was held with Mr. Smith and two RAD representatives. The discussion centered around reporting problems and apparent violations of the Act, which had been noted in RFAI's. Mr. Smith stated that improper funds may have been used to loan money to the DNC for a telethon fundraiser. He explained that the Washington State Democratic Party ("the Party") had a money market account, which apparently contained "soft money." Approximately \$14,000 was transferred from the money market account to a savings account, and an additional \$8,000 was obtained from either the Federal or non-Federal account, in order to loan funds to the DNC. The Chief of the Party/Non-Party Branch informed Mr. Smith that Section 102.5 of the Commission's regulations may have been violated, and suggested that a thorough written explanation be submitted concerning the source of funds in the various accounts which were used by the Party to accomplish the loan(s) to the DNC. Although Mr. Smith had prepared amended reports which deleted the loan repayments received, he was advised not to submit the documents until the matter could be researched. Mr. Smith was also notified that instructions concerning disclosure of the items in question would be provided by the RAD analyst after all issues had been fully examined (Attachment 11).

On July 10, 1984, a letter was sent to Mr. Smith concerning points discussed during the June 29th meeting. The letter also requested further information regarding the amounts, dates, and source of funds used in making the loan(s) to the DNC. Furthermore, Mr. Smith was notified that the activity in question may have been in violation of 2 U.S.C. §441b and 11 CFR 102.5 (Attachment 12).

The following day, July 11, 1984, Mr. Smith called the RAD analyst concerning amendments to the WSDCC's reports. He was told that a letter summarizing the June 29, 1984 meeting had been mailed and should be read before filing the amendments. Mr. Smith said he would wait for receipt of this information, but explained that he would be attending the Democratic National Convention the following week and probably would not be able to respond until he returned (Attachment 13).

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WASHINGTON STATE DEMOCRATIC CENTRAL COMMITTEE
NON-FEDERAL ACCOUNT
REPORTS ANALYSIS OGC REFERRAL
PAGE 3

(162)

On July 26, 1984, Mr. Smith called the RAD analyst and stated that he believed no violation had occurred, since activity of the non-Federal account did not have to be disclosed. The RAD analyst informed Mr. Smith that the regulations do not require a committee to disclose activity of a separate, non-Federal account, provided that such funds are not used to finance Federal elections. Because reports of the WSDCC disclosed loan repayments received without itemization of the loans made, the RAD analyst stressed the importance of having Mr. Smith provide a full explanation (Attachment 14).

Amendments to the 12 Day Pre-Primary and 12 Day Pre-Special Election Reports were received on August 6, 1984. Included with the amendments was a letter providing a detailed history of certain accounts used by the Party. The letter explained that non-Federal funds were used to finance loans to the DNC and that \$22,499.01 would be transferred-out to the WSDCC's non-Federal account on August 1, 1984 (Attachment 15).

The Reports Analysis Division has prepared a flow chart, which shows the dates, amounts, accounts, and source of funds used by the Party to make loans to the DNC during 1983 (Attachment 16).

IV. OTHER PENDING MATTERS INITIATED BY RAD:

None

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8 6 7 4 0 5 7 0 4 7 5

FEDERAL ELECTION COMMISSION
COMMITTEE INDEX OF DISCLOSURE DOCUMENTS - (C) (83-84)

DATE 15NOV84
PAGE 1

PARTY RELATED

COMMITTEE	DOCUMENT	RECEIPTS	DISBURSEMENTS	TYPE OF FILER COVERAGE DATES	# OF PAGES	MICROFILM LOCATION
WASHINGTON STATE DEMOCRATIC CENTRAL COMMITTEE				PARTY QUALIFIED	ID 0C00114439	
1983	STATEMENT OF ORGANIZATION - AMENDMENT			3JUN83	2	83FEC/272/5277
	APRIL QUARTERLY	0	1,824	1JAN83 -31MAR83	4	83FEC/269/5103
	APRIL QUARTERLY - AMENDMENT	0	1,824	1JAN83 -31MAR83	6	83FEC/272/2558
	APRIL QUARTERLY - AMENDMENT	0	1,824	1JAN83 -31MAR83	6	84FEC/313/1119
	REQUEST FOR ADDITIONAL INFORMATION			1JAN83 -31MAR83	1	84FEC/306/3295
	REQUEST FOR ADDITIONAL INFORMATION 2ND			1JAN83 -31MAR83	6	84FEC/311/291
	JULY QUARTERLY	17,445	0	1APR83 -30JUN83	5	84FEC/306/4051
	NOTICE OF FAILURE TO FILE			1APR83 -30JUN83	1	84FEC/306/0091
	PRE-PRIMARY	19,898	15,958	1JUL83 -27SEP83	4	83FEC/284/1035
	PRE-PRIMARY - AMENDMENT	19,898	15,958	1JUL83 -27SEP83	9	84FEC/325/0524
	REQUEST FOR ADDITIONAL INFORMATION			1JUL83 -27SEP83	2	84FEC/306/3297
	REQUEST FOR ADDITIONAL INFORMATION 2ND			1JUL83 -27SEP83	1	84FEC/312/0134
	PRE-GENERAL	87,119	60,936	27SEP83 -24OCT83	11	83FEC/286/1238
	PRE-GENERAL - AMENDMENT	-	-	27SEP83 -24OCT83	3	83FEC/286/2385
	PRE-GENERAL - AMENDMENT	62,119	60,936	27SEP83 -24OCT83	16	84FEC/325/0508
	REQUEST FOR ADDITIONAL INFORMATION			27SEP83 -24OCT83	2	84FEC/306/3300
	REQUEST FOR ADDITIONAL INFORMATION 2ND			27SEP83 -24OCT83	1	84FEC/312/0133
	REQUEST FOR ADDITIONAL INFORMATION			25OCT83 - 8DEC83	5	84FEC/312/2357
	REQUEST FOR ADDITIONAL INFORMATION 2ND			25OCT83 - 8DEC83	6	84FEC/314/3029
	POST-RUN-OFF	49,195	67,917	25OCT83 - 8DEC83	13	83FEC/288/5374
	POST-RUN-OFF - AMENDMENT	48,195	67,917	25OCT83 - 8DEC83	20	84FEC/325/0488
	YEAR-END	3,577	10,125	8DEC83 -31DEC83	5	84FEC/293/1952
	YEAR-END - AMENDMENT	3,577	10,125	8DEC83 -31DEC83	7	84FEC/308/5377
	REQUEST FOR ADDITIONAL INFORMATION			8DEC83 -31DEC83	1	84FEC/306/3303
1984	STATEMENT OF ORGANIZATION - AMENDMENT			31JUL84	2	84FEC/324/3855
	APRIL QUARTERLY	31,225	20,839	1JAN84 -31MAR84	8	84FEC/309/0938
	JULY QUARTERLY	75,013	11,595	1APR84 -30JUN84	8	84FEC/320/417
	PRE-PRIMARY	47,390	11,969	1JUL84 -29AUG84	12	84FEC/329/28
	OCTOBER QUARTERLY	41,812	35,207	31AUG84 -30SEP84	11	84FEC/341/5000
	TOTAL	346,674	0 236,370	0	178	TOTAL PAGES

ALL REPORTS REVIEWED THROUGH THE 1984 OCTOBER
QUARTERLY REPORT.
ENDING CASH ON HAND AS OF 9/30/84. \$137, 853.03
OUTSTANDING DEBTS AND OBLIGATIONS AS 9/30/84: 0.00

ATTACHMENT #1
103

SCHEDULE A

ITEMIZED RECEIPTS

LINE NUMBER 12
 (Use separate schedule for each category of the Detailed Summary Page)

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Attachment 2

TELETHON V

Any information copied from such Reports or Statements may not be sold or used by any person for the pure commercial purposes, other than using the name and address of any political committee to solicit contributions.

Name of Committee (in Full)
DNC SERVICES CORPORATION/ DEMOCRATIC NATIONAL COMMITTEE

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
ARIZONA DEMOCRATIC PARTY P.O. Box 1944 Phoenix, Arizona 85004	N/A	4/22/83	17,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): Telethon V	Occupation N/A	Aggregate Year-to-Date—\$	
B. Full Name, Mailing Address and ZIP Code VERMONT DEMOCRATIC HTS. 109 South Winocask Ave, Ste. 207 Burlington, VT 05401	N/A	4/25/83	2,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): Telethon V	Occupation N/A	Aggregate Year-to-Date—\$	
C. Full Name, Mailing Address and ZIP Code DELAWARE DEMOCRATIC HTS. Radisson Hotel, Ste. B Wilmington, DE 19807	N/A	4/25/83	3,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): Telethon V	Occupation N/A	Aggregate Year-to-Date—\$	
D. Full Name, Mailing Address and ZIP Code Democratic State Central Committee Of Louisiana 5700 Florida Blvd., Ste. 324 Baton Rouge, LA 70806	N/A	4/26/83	10,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): Telethon V	Occupation N/A	Aggregate Year-to-Date—\$	
E. Full Name, Mailing Address and ZIP Code Washington State Democratic Central Committee 1701 Smith Tower Seattle, Washington 98104	N/A	4/27/83	13,924.06
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): Telethon V	Occupation N/A	Aggregate Year-to-Date—\$	
F. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date—\$	
G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date—\$	

SUBTOTAL of Receipts This Page (optional)

TOTAL This Period (list page this line number only) \$ 46,924.06

SCHEDULE A

ITEMIZED RECEIPTS

LINE NUMBER
 (Use separate schedule for each category of the Donor's Summary Page)

165

Telethon V

Any information copied from such Reports or Statements may not be sold or used by any person for the commercial purposes, other than using the name and address of any political committee to solicit contributions.

Attachment 3

Name of Committee (in Full)
DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
Iowa Democratic Headquarters 1120 Mulberry Street Des Moines, Iowa 50309	N/A	5/16	\$15,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-S	
B. Full Name, Mailing Address and ZIP Code Pennsylvania Democratic State Committee 510 North Third Street Harrisburg, PA 17101	N/A	5/17	\$32,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-S	
C. Full Name, Mailing Address and ZIP Code Maine Democratic State Committee Augusta, Maine 04330	N/A	5/17	\$500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-S	
D. Full Name, Mailing Address and ZIP Code Washington State Democratic Central Committee 1701 Smith Tower Seattle, Washington 98104	N/A	5/17	\$8575.94
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-S	
E. Full Name, Mailing Address and ZIP Code Democratic Campaign Committee 8100 East Jefferson Detroit, Michigan 48214	N/A	5/18	\$10,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-S	
F. Full Name, Mailing Address and ZIP Code Democratic State Central Committee 634 Asylum Avenue Hartford, Connecticut 06105	N/A	5/20	\$11,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-S	
G. Full Name, Mailing Address and ZIP Code North Carolina Democratic State Party P.O. Box 12196 Raleigh, North Carolina 27605	N/A	5/23	\$16,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date-S	
SUBTOTAL of Receipts This Page (optional).....			93,575.94
TOTAL This Period (last page this line number only)			

ITEMIZED RECEIPTS
PRE-PRIMARY

1166

Attachment 4

Any information reported from such Reports or Statements may not be sold or used by any person for the purpose of advertising, other than using the name and address of any political committee to solicit contributions.

Name of Committee in Full:

WASHINGTON STATE DEMOCRATIC CENTRAL COMMITTEE

A Full Name, Mailing Address and ZIP Code
 4536 W STATE DEMOCRATIC CHAIRS
 1625 MASSACHUSETTS AVE NW
 WASHINGTON DC 20036

Name of Employer: SELF
 Date (month, day, year): 8/31/83
 Amount of Each Receipt This Period: \$ 10,000.00

Occupation: POLITICAL ORGANIZATION
 Aggregate Year to Date: \$ 27,360.54

Receipt For: Primary General
 Other Use: GENERAL USE

B Full Name, Mailing Address and ZIP Code
 MILDYRE FOR PRESIDENT, INC
 2201 WISCONSIN AVE NW
 WASHINGTON DC 20007

Name of Employer: SELF
 Date (month, day, year): 6/30/80
 Amount of Each Receipt This Period: \$ 3990.00

Occupation: CAMPAIGN COMMITTEE
 Aggregate Year to Date: \$ 3990.00

Receipt For: Primary General
 Other Use: LISTS

C Full Name, Mailing Address and ZIP Code
 CENTRIC TRUST BANK
 FINCHER SQ. BRANCH
 CENTRE 98104

Name of Employer: SAME
 Date (month, day, year): 9/2/83
 Amount of Each Receipt This Period: \$ 275.95

Occupation: BANK
 Aggregate Year to Date: \$ 369.30

Receipt For: Primary General
 Other Use: INTEREST

D Full Name, Mailing Address and ZIP Code
 1625 MASSACHUSETTS AVE NW
 WASHINGTON DC 20036

Name of Employer: SELF
 Date (month, day, year): 7/12/83
 Amount of Each Receipt This Period: \$ 5620.01

Occupation: POLITICAL ORGANIZATION
 Aggregate Year to Date: \$ 5620.01

Receipt For: Primary General
 Other Use: LOAN REPAYMENT

E Full Name, Mailing Address and ZIP Code

Name of Employer:

Date (month, day, year):

Amount of Each Receipt This Period:

Occupation:

Aggregate Year to Date: \$

Receipt For: Primary General
 Other Use:

F Full Name, Mailing Address and ZIP Code

Name of Employer:

Date (month, day, year):

Amount of Each Receipt This Period:

Occupation:

Aggregate Year to Date: \$

Receipt For: Primary General
 Other Use:

G Full Name, Mailing Address and ZIP Code

Name of Employer:

Date (month, day, year):

Amount of Each Receipt This Period:

Occupation:

Aggregate Year to Date: \$

Receipt For: Primary General
 Other Use:

SUBTOTAL

TOTAL

\$ 19,740.90

168



FEDERAL ELECTION COMMISSION
WASHINGTON DC 20547

28 March 1984 RQ-2

Clay Bleck, Treasurer
Washington State Democratic
Central Committee
316 Maynard Avenue South
P.O. Box 4027
Seattle, WA 98104

Identification Number: C00114439

Reference: 12 Day Pre-Primary Election Report (7/1/83-9/27/83)

Dear Mr. Bleck:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-The sum of Line 6c, Column B of the previous report and Line 6c, Column A of this report should equal Line 6c, Column B of this report.

-The sum of Line 7, Column B of the previous report and Line 7, Column A of this report should equal Line 7, Column B of this report.

-Line 11a of the Detailed Summary Page discloses a figure for the total amount of contributions from individuals/persons other than political committees. If this figure includes any contributions from individuals which aggregate greater than \$200 in the calendar year, please amend your report by itemizing the contributors on Schedule A. (11 CFR 104.3(a)(2))

-Your committee has shown a loan repayment on Schedule A from DNC, which has not been recorded on Schedule C. Loan receipts and repayments must be reflected on Schedule C as well as on Schedule A. (2 U.S.C. 434(b)(3)(E) and (5)(D))

-The loan schedule (Schedule C) should disclose the name and mailing address of the person making or receiving the loan, original amount, cumulative payment, outstanding balance, date incurred, date due and interest rate for all loans that your committee has

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[received. Please amend your report by including a Schedule C providing all of the above information. (11 CFR 104.3(d) and 104.11(a))]

-Line 19 of the Detailed Summary Page discloses a figure for operating expenditures during the reporting period. If this figure includes any disbursements to payees, which aggregate greater than \$200 in the calendar year, please amend your report(s) by itemizing the expenditures on Schedule B. (11 CFR 104.3(b)(3))

-Please provide a Schedule B to support the entry of \$9,668.70 reported on Line 20 of the Detailed Summary Page. Each transfer out to an affiliated committee must be itemized on Schedule B, regardless of the amount transferred. (2 U.S.C. 434(b)(6)(B)(i))

-Please provide a Schedule B to support the entry of \$3,990.00 reported on Line 21 of the Detailed Summary Page. Each contribution made by a committee to a federal candidate committee must be itemized on Schedule B, regardless of the amount contributed. (11 CFR 104.3(b)(3)(v))

An amendment to your original report(s) correcting the above problem(s) should be filed with the Federal Election Commission within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 523-4048.

Sincerely,

Edward Ryan

Edward Ryan
Reports Analyst
Reports Analysis Division

202570431

**FEDERAL ELECTION COMMISSION**

WASHINGTON, DC 20543

28 March 1984

RQ-2

Clay Bleck, Treasurer
Washington State Democratic
Central Committee
316 Maynard Avenue South
P.O. Box 4027
Seattle, WA 98104

Identification Number: C00114439

Reference: 12 Day Pre-General Election Report (9/27/83-10/24/83)

Dear Mr. Bleck:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-The total amount of contributions itemized on Schedule A plus the total amount of unitemized contributions reported on the Detailed Summary Page should equal the total reported on Line 11(a) of the Detailed Summary Page. Please amend either Schedule A or the Detailed Summary figures to correct this discrepancy. (11 CFR 104.3(a))

-On Schedule A supporting Line 11a of the Detailed Summary Page, your report disclosed contributions from individuals which omit either the date of the receipt, aggregate year-to-date totals, amount of the receipt, or mailing address. Please amend your report by supplying the aggregate year-to-date totals. (11 CFR 104.3(a)(4)(i))

-Your committee has shown a loan repayment on Schedule A from Democratic National Committee-Telethon, which has not been recorded on Schedule C. Loan receipts and repayments must be reflected on Schedule C as well as on Schedule A. (2 U.S.C. 434(b)(3)(E) and (5)(D))

-The loan schedule (Schedule C) should disclose the name and mailing address of the person making or receiving the loan, original amount, cumulative payment, outstanding balance, date incurred, date due and interest rate for all loans that your committee has

171

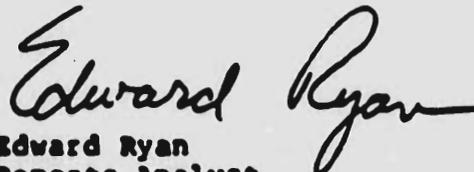
received. Please amend your report by including a Schedule C providing all of the above information. (11 CFR 104.3(d) and 104.11(a))

-The sum of Line 6c, Column B of the previous report and Line 6c, Column A of this report should equal Line 6c, Column B of this report.

-The sum of Line 7, Column B of the previous report and Line 7, Column A of this report should equal Line 7, Column B of this report.

An amendment to your original report(s) correcting the above problem(s) should be filed with the Federal Election Commission within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 523-4048.

Sincerely,



Edward Ryan
Reports Analyst
Reports Analysis Division

93010570433
917:170.171



FEDERAL ELECTION COMMISSION

WASHINGTON DC 20461

RQ-3

April 19, 1984

Clay Bleck, Treasurer
Washington State Democratic
Central Committee
316 Maynard Avenue South
P.O. Box 4027
Seattle, WA 98104

Identification Number: C00114439

Reference: April Quarterly (1/1/83-3/31/83), 12 Day Pre-Primary
Election (7/1/83-9/27/83) and 12 Day Pre-General
Election (9/27/83-10/24/83) Reports

Dear Mr. Bleck:

This letter is to inform you that as of April 18, 1984, the Commission has not received your response to our requests for additional information dated March 28, 1984. Those notices requested information essential to full public disclosure of your Federal election financial activity and to ensure compliance with provisions of the Federal Election Campaign Act (the Act). Copies of our original requests are enclosed.

If no response is received within fifteen (15) days from the date of this notice, the Commission may choose to initiate audit or legal enforcement action.

If you should have any questions related to this matter, please contact Edward Ryan on our toll-free number (800) 424-9530 or our local number (202) 523-4049.

Sincerely,

A handwritten signature in cursive script that reads "John D. Gibson".

John D. Gibson
Assistant Staff Director
Reports Analysis Division

Enclosures

06040970434

FROM: JEFF SMITH, EXECUTIVE DIRECTOR

DATE : 05/09/84

TO: ED RYAN

TELEPHONE: (206) 583-0664

NAME OF COMMITTEE: WASHINGTON STATE DEMOCRATIC CENTRAL COMMITTEE

Mr. Smith called regarding RFAI's sent for the Q1, 12P, 12G, and 30G 1983 reports. He wanted to know if there was any way he could get an extension of time for submitting his amendments. I told him the Commission did not grant extensions. He then asked what the penalty was for not answering the RFAI's within the 15 days allotted. I informed him that both the RFAI's and 2nd Notices had 15 day response periods. If a cmte fails to respond within that time then it runs the risk of possible audit or legal enforcement action. He understood, but explained that some of the problems may have origins going back to 1982, which took time to research. He said the DNC loan was just such a case, because the loan involved two money market accounts opened in 1982. I told him to do the best he could in compiling all of the information regarding this transaction and include it in a cover letter attached to his amended report. He said he was going to look into this very carefully and provide a thorough accounting of this activity.

Mr Smith's next question dealt with the proper way of reporting loans. I explained to him that the receipt of loan should be listed on Line 13 of the Detailed Summary Page and itemized on a supporting Schedule A. The loan information (terms, source, guarantors, amounts, payments, outstanding balance, etc.) should be included on Schedule C. If a cmte is making a loan then it should be listed on Line 25 of the Detailed Summary Page and itemized on a Schedule B with the status reflected on a Schedule C. Repayments should be listed on the appropriate lines and schedules depending on whether the loan is received or made by the cmte. He said the loan problems the cmte had resulted from not reporting it in this manner. He explained that the loan was made from a bank and instead of depositing it directly into WSDCC's account it was signed over to the DNC. He said the loan was secured by the money market accounts and was obtained for the purpose of paying for fundraising expenses. I told Mr. Smith to put all of this in his amendments and send it into the FEC.

06740570435

MEMORANDUM TO DIRECTOR
FROM: MR. JEFF SMITH, DEPUTY DIRECTOR

ATTACHMENT 19
DATE : 7/15/84 on or about 174

TO: ED RYAN

TELEPHONE:

NAME OF COMMITTEE: WASHINGTON STATE DEMOCRATIC CENTRAL COMMITTEE

Mr. Smith called to say he had completed a thorough examination of the cmte's records and had corrected the general reporting problems questioned on the RFAI'S. He said the amendments were ready to be mailed in but wanted to go over them together in case there were any errors. Also, there was some other information which had been discovered during the course of his examination that he did not know how to put into an amendment. He suggested a meeting in late June to coincide with a visit to Washington on other matters.

A meeting was scheduled for June 29, 1984.

86740570436

June 29, 1984

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MEMORANDUM TO THE FILE

FROM : MICHAEL FILLER

COMMITTEE : WASHINGTON STATE DEMOCRATIC COMMITTEE

SUBJECT : MEETING ON OUTSTANDING REQUESTS FOR
ADDITIONAL INFORMATION

Mr. Jeff Smith, the Executive Director of the Washington State Democratic Party, requested to meet on several matters. Edward Ryan, the assigned Reports Analyst, and I were in attendance. Mr. Ryan had sent the committee a number of Requests for Additional Information on certain reporting problems and other apparent violations of the Act.

Loan to the DNC Telethon Account

Mr. Ryan had questioned the receipt of a loan repayment from the DNC, which had not been previously disclosed as outstanding. Mr. Smith stated that improper funds may have been used to make the loan. According to Mr. Smith, the Washington State Democratic Party had a money market account, which apparently contained "soft money." The funds were then transferred to a savings account (approximately \$14,000). An additional \$8,000 was obtained either from the Federal or a non-Federal account to loan approximately \$22,000 to the DNC Telethon Account.

Mr. Smith acknowledged that this probably was not done in accordance with Federal law. Mr. Filler responded that the committee should do additional research to find out what type of funds were used to make the loan. Mr. Filler added that this may be something that the Commission may examine further.

When asked when the loan was made, Mr. Smith said that he believed that the funds were loaned in April of 1983. The repayment was apparently made in September of 1983.

Although Mr. Smith had drafted an amended report which deleted the receipt of the loan repayment, Mr. Filler stated that additional time was needed to determine how to disclose the transaction, based upon the information provided. Mr. Smith was advised that Mr. Ryan would call him next week with appropriate instructions.

36740570437

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3. Advertisement Against Dave Evans

In Advisory Opinion 1984-15 (copy enclosed), the Commission addressed the question of party committee payments for advertisements prior to a candidate's nomination. Although this advisory opinion primarily concerns presidential candidates, you may find portions relevant to your question. If you conclude that the advertisement against Dave Evans qualifies as a coordinated expenditure, the transaction should be listed on Line 23 of the Detailed Summary Page and itemized on a supporting Schedule F.

4. Expenditures for Mike Lowry

During our conversation, - you mentioned that certain disbursements (disclosed as operating expenditures) may have been made in support of Mike Lowry. Under 11 CFR 106.1, payments for expenditures on behalf of a specifically identified candidate are required to be allocated based upon the benefit reasonably expected to be derived. If WSDCC has made such expenditures, amended reports should be filed. The expenditures should be attributed as either in-kind contributions or coordinated expenditures. See 11 CFR 104.3(b)(3), 106, and 110.7. In-kind contributions should be listed on Line 21 of the Detailed Summary Page and itemized on a supporting Schedule B. Coordinated expenditures should be listed on Line 23 of the Detailed Summary Page and itemized on a supporting Schedule F. Please consult the Campaign Guide for Political Committees (March 1984) for further guidance on reporting these activities.

Although the Commission may take further legal steps concerning these matters, your prompt action will be taken into consideration. Appropriate amended reports and a written explanation of each of these issues should be submitted within fifteen (15) days from the date of this letter. If you have any questions, please feel free to contact me on our toll-free number (800) 424-9530. My local number is (202) 523-4048.

Sincerely,



Edward D. Ryan
Reports Analyst
Reports Analysis Division

Enclosure

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FROM: JEFF SMITH, EXECUTIVE DIRECTOR

DATE : 07/11/84

TO: ED RYAN

TELEPHONE: (206) 583-0664

NAME OF COMMITTEE: WASHINGTON STATE DEMOCRATIC CENTRAL COMMITTEE

(178)

[Mr. Smith called to ask when he should send his amendments in? I told him I had mailed a letter out yesterday explaining the Commission's position on the four areas discussed in our meeting a couple of weeks ago. I said he should wait until he reads the letter before submitting his amendments.]

He then asked if other committees had served as vendors the way WSDCC had and was this a violation of the Act? He said surely other cmtes did this. I told him that a cmtte can conduct this type of activity as long as the limitation of \$5000 was observed. I told him this was all explained in the letter.

[Mr. Smith said he would have to wait until after he returned from the Democratic Convention before reading the letter and amending the reports.]

96740570470

FROM: JEFF SMITH, EXECUTIVE DIRECTOR

DATE : 7/26/84

TO: ED RYAN

TELEPHONE: (206) 583-0664

NAME OF COMMITTEE: WASHINGTON STATE DEMOCRATIC CENTRAL COMMITTEE

179

Mr. Smith called to ask some questions regarding the DNC Telethon loan and the non-federal account used to finance or secure the loan. He felt that since a non-federal account was not required to report its activity the loan transaction should not have been disclosed and therefore no violation of the Act had occurred.

I explained to Mr. Smith that a cmte may set up accounts to finance various activities which need not be disclosed as long as these funds are not used to influence federal elections. The FEC's regulations, 102.5(a) and (b), state that only funds subject to the prohibitions and limitations of the Act may be used in connection with any federal election. These funds should be received and disbursed from a separate account which is reported to the FEC. Funds received and disbursed that are prohibited under the Act and used for non-federal activity may not be used for federal elections.

I told Mr. Smith that our position on the DNC Telethon loan was one of not knowing what had actually occurred and that our inquiry in this matter was prompted by a loan repayment being reported without a loan ever being disclosed. I went on to say that our knowledge of this transaction was based solely on the content of the report and that it was up to the cmte to provide further information for the public record. He said he understood and would try to come up with a detailed account of this loan transaction.

96040570491

SCHEDULE A

7.1.83. 9.27.83 ITEMIZED RECEIPTS

180

Attachment 15
page 1 of 4

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of commercial purposes, other than using the name and address of any political committee to solicit contributions for

Name of Committee (in Full)			
Washington State Democratic Central Committee			
A. Full Name, Mailing Address and ZIP Code		Name of Employer	Amount of Each Receipt This Period
DNR. - Tolerton 1625 Massachusetts Ave NW WASHINGTON DC 20036		Occupation	\$ 5625.01
Reason For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify): Loan Agreement		Date (month, day, year)	7/14/83
		Aggregate Year-to-Date-\$	
B. Full Name, Mailing Address and ZIP Code		Name of Employer	Amount of Each Receipt This Period
See attached letter of explanation		Occupation	
Reason For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Date (month, day, year)	
		Aggregate Year-to-Date-\$	
C. Full Name, Mailing Address and ZIP Code		Name of Employer	Amount of Each Receipt This Period
		Occupation	
Reason For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Date (month, day, year)	
		Aggregate Year-to-Date-\$	
D. Full Name, Mailing Address and ZIP Code		Name of Employer	Amount of Each Receipt This Period
		Occupation	
Reason For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Date (month, day, year)	
		Aggregate Year-to-Date-\$	
E. Full Name, Mailing Address and ZIP Code		Name of Employer	Amount of Each Receipt This Period
		Occupation	
Reason For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Date (month, day, year)	
		Aggregate Year-to-Date-\$	
F. Full Name, Mailing Address and ZIP Code		Name of Employer	Amount of Each Receipt This Period
		Occupation	
Reason For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Date (month, day, year)	
		Aggregate Year-to-Date-\$	
G. Full Name, Mailing Address and ZIP Code		Name of Employer	Amount of Each Receipt This Period
		Occupation	
Reason For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Date (month, day, year)	
		Aggregate Year-to-Date-\$	
SUBTOTAL of Receipts This Page (optional)			
TOTAL This Period (last page this line number only)			5625.01

0041033150528

SCHEDULE A

FINANCED RECEIPTS

9-27-83 to 10-24-83

This report should be sent to the Secretary of the District

Attachment 15
page 2 of 4

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Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of a commercial purpose, other than using the name and address of any political committee to solicit contributions from.

Name of Committee (in Full)

WASHINGTON STATE DEMOCRATIC CENTRAL COMMITTEE

A. Full Name, Mailing Address and ZIP Code

Democratic National Telethon Inc
1625 Massachusetts Ave NW
Washington DC 20036

Name of Employer

Date (month, day, year)

Amount of Each Receipt This Period

Occupation

10/7/83

12,500⁰⁰

Receipt For: Primary General

Other (specify): Loan Repayment

Aggregate Year-to-Date-\$ 17,125.01

B. Full Name, Mailing Address and ZIP Code

Democratic National Telethon Inc
1625 Massachusetts Ave NW
Washington DC 20036

Name of Employer

Date (month, day, year)

Amount of Each Receipt This Period

Occupation

10/18/83

4374.00

Receipt For: Primary General

Other (specify): Loan Repayment

Aggregate Year-to-Date-\$ 22,499.01

C. Full Name, Mailing Address and ZIP Code

see attached letter of explanation for these two entries

Name of Employer

Date (month, day, year)

Amount of Each Receipt This Period

Occupation

Receipt For: Primary General

Other (specify):

Aggregate Year-to-Date-\$

D. Full Name, Mailing Address and ZIP Code

Name of Employer

Date (month, day, year)

Amount of Each Receipt This Period

Occupation

Receipt For: Primary General

Other (specify):

Aggregate Year-to-Date-\$

E. Full Name, Mailing Address and ZIP Code

Name of Employer

Date (month, day, year)

Amount of Each Receipt This Period

Occupation

Receipt For: Primary General

Other (specify):

Aggregate Year-to-Date-\$

F. Full Name, Mailing Address and ZIP Code

Name of Employer

Date (month, day, year)

Amount of Each Receipt This Period

Occupation

Receipt For: Primary General

Other (specify):

Aggregate Year-to-Date-\$

G. Full Name, Mailing Address and ZIP Code

Name of Employer

Date (month, day, year)

Amount of Each Receipt This Period

Occupation

Receipt For: Primary General

Other (specify):

Aggregate Year-to-Date-\$

SUBTOTAL of Receipts This Page (optional)

TOTAL This Period (last page this line number only)

No 874⁰⁰

36010570493
34033:50514

182

Washington State Democratic Central Committee

Attachment to Schedule A, Line 14

for reports of 7-1-83 to 9-27-83 and 9-27-83 to 10-24-83. (page 1 of 2)

It appears that this loan repayment should have been deposited in our regular (non-federal) account. We have made such a transfer to correct this error.

The history of this transaction follows.

A "Special Events" account was opened on 3-29-83 at the Pioneer Square Branch of the Seattle Trust Bank (acct. # 256-0920-4). The purpose of the account was to accumulate funds to provide a loan of \$22,500 as our share of funds supporting expenses leading up to the Democratic National Telethon.

All activity in this account was fully reported to the Washington State Public Disclosure Commission. Seventeen deposits were made into this account between 3-29-83 and 6-8-83 when the account was closed. The bulk of the deposits in this account came from grass roots dinner parties and the sale of roses, both activities initiated for this purpose. Three deposits exceeded \$200.00: \$1000.00 from E.M. Stanley, Jr., The Highlands, Seattle 98177 (U.S. Navy Retired); \$17,216.65 from Dollars for Democrats (Assoc. of Democratic State Chairs) 1625 Massachusetts Ave NW, Washington D.C. 20036; \$13,924.06 originating as a secured loan from the Washington Federal Savings and Loan Association, Seattle, to this committee. The security for this loan was a pass book savings account held by this committee at the same S & L.

The pass book loan security and other account activity relating to this matter are as follows.

- 5-6-82** When our regular account deposits of State Convention registration fees exceeded \$10,000 a money market account was established at the Arctic Branch of Washington Federal Savings and Loan (acct # 04-800421-2). These funds are demonstrably from FEC qualified sources but were also comingled with our general funds while in our regular account.
 - 5-14-82** When our regular account deposits of State Convention registration fees again exceeded \$10,000, a second money market account was established at Washington Federal Savings and Loan, this time at the Ballard Branch (acct # 01-801132-0).
 - 10-7-82** A deposit of \$10,000 was made into account # 04-800421-2 from Dollars for Democrats, a federally reported account of the Association of State Democratic Chairs.
 - 1-7-83** \$10,750, representing the original \$10,000 deposit and \$750.85 interest, was moved from acct # 01-801132-0 to acct # 04-800421-2 and the emptied account was closed.
- Withdrawals of \$5,000 (10-26-82), \$6,656.60 (1-7-83), and \$5,000 (4-12-83) were deposited in our regular account from acct # 04-800421-2.**

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182

Washington State Democratic Central Committee

Attachment to Schedule A, Line 14 for reports of 7-1-83 to 9-27-83 and 9-27-83 to 10-24-83.
page 2

- 4-19-83 The remaining \$15,471.18 was withdrawn from acct # 04-800421-2 (which was then cancelled) and a regular pass book savings account was established at the Arctic Branch of Washington Federal Savings and Loan (acct # 04-401465-2). This account was used as security for the loan of \$13,924.06, executed on 4-19-83. This amount was deposited in our Special Events Account (Seattle Trust acct # 256-0920-4) on 4-20-83.
- 4-22-83 A check for \$13,924.06 was drawn on acct # 256-0920-4 and loaned to the Democratic National Telethon. This check was flawed or lost and a replacement check of an identical amount was issued on 4-25-83.
- 5-12-83 A check for \$8,575.94 was drawn from acct # 256-0920-4 to complete our loan to the Democratic National Telethon (making a total of \$22,500).
- 6-8-83 Account # 256-0920-4 was closed and all remaining funds were transferred to our regular non-federal account.
- 7-12-83 The Democratic National Telethon repaid a portion of the loan. Assured this was hard money, \$5,625.01 was deposited in our federal account.
- 10-7-83 The Democratic National Telethon repaid an additional \$12,500, which was also deposited in our federal account.
- 10-18-83 The Democratic National Telethon repaid the final \$4,374 (completing repayment of \$22,499.01) of the loan this committee made to them. This final payment was also deposited in our federal account.

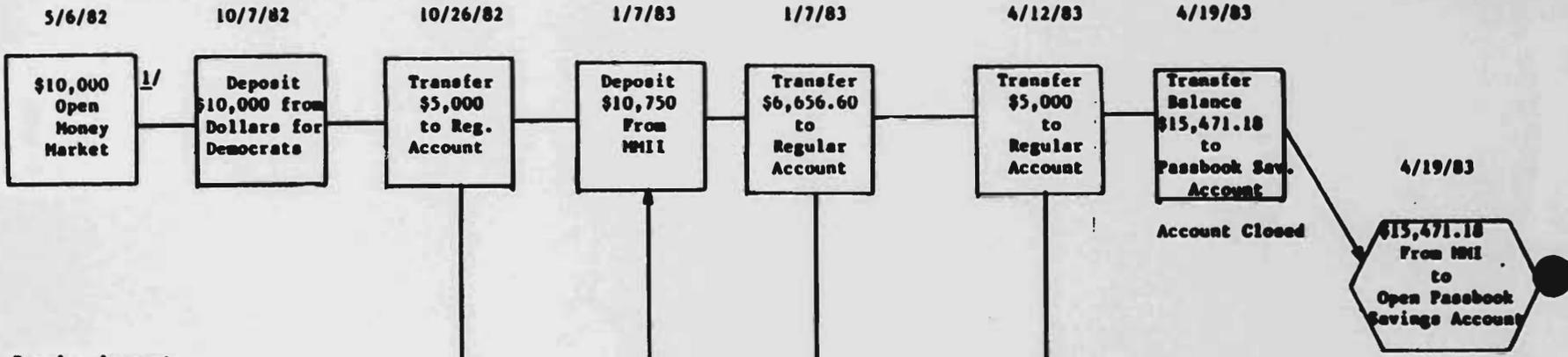
Jeffrey A. Smith
8-1-84

Our next report will show a transfer of \$22,499.01 to our non-federal account + made 8-1-84. JAS.

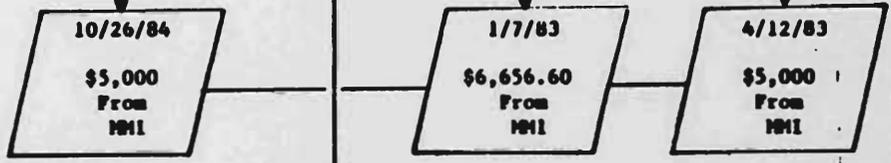
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91033:50516

ACCOUNTS OF WASHINGTON STATE DEMOCRATIC CENTRAL COMMITTEE - CHART I
 Prepared by the Reports Analysis Division

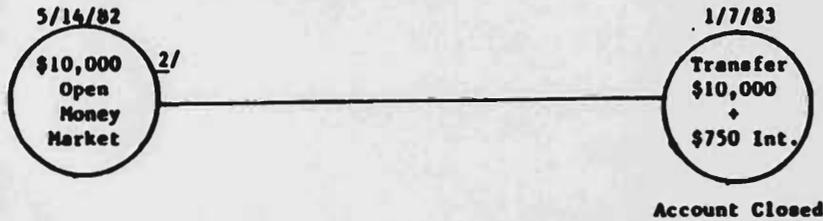
First Money Market Account ("MMI")



Regular Account



Second Money Market Account ("MMII")

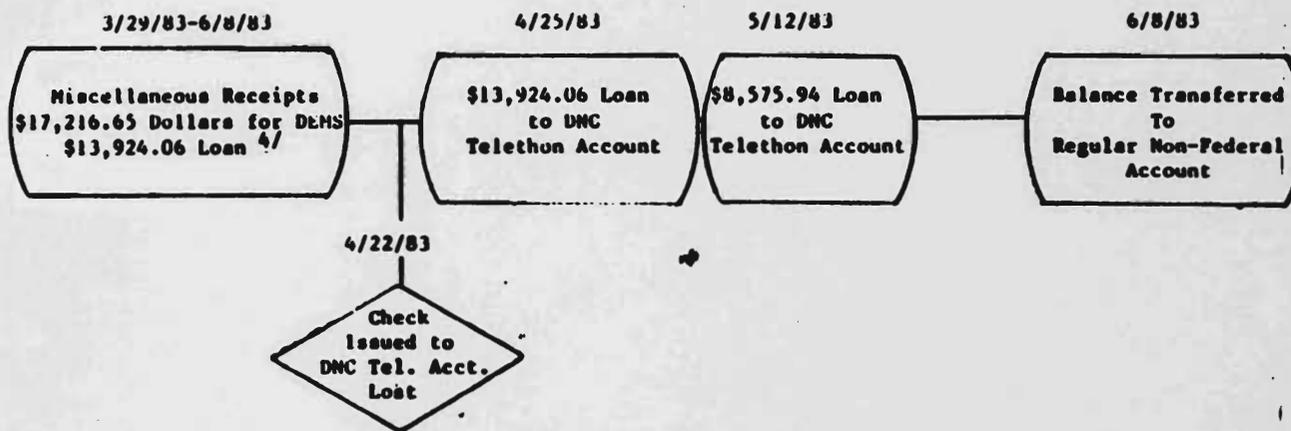


1/ Initial deposit from State Convention registration fees, which were maintained in WSDCC regular account. "These funds are demonstrably from FEC qualified sources but were also comingled (sic) with ... general funds while in the regular account."

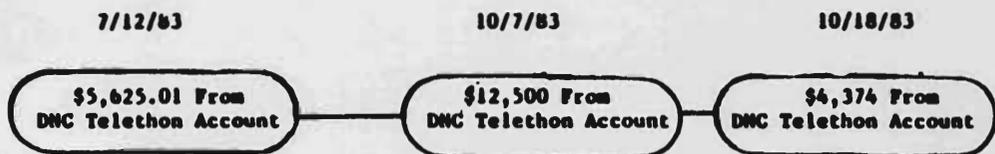
2/ Initial deposit from state convention registration fees. See above footnote.

ACCOUNTS OF WASHINGTON STATE DEMOCRATIC CENTRAL COMMITTEE - CHART 2
Prepared by the Reports Analysis Division

Special Events Account^{3/}



Federal Account



Total Repaid = \$22,499.01

^{3/} The purpose of this account was to accumulate funds to provide a \$22,500 loan to the DNC for the WSDCC's share of expenses related to the Democratic National Telethon. "The bulk of the deposits in this account came from grass roots dinner parties and the sale of roses...."

^{4/} Loan secured by Passbook Account.



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

16 November 1984

MEMORANDUM

TO: CHARLES N. STEELE
GENERAL COUNSEL

THROUGH: JOHN C. SURINA *JS*
STAFF DIRECTOR

FROM: JOHN D. GIBSON *JDG*
ASSISTANT STAFF DIRECTOR
REPORTS ANALYSIS DIVISION

SUBJECT: REFERRAL OF THE WEST VIRGINIA STATE DEMOCRATIC
EXECUTIVE COMMITTEE (NON-FEDERAL ACCOUNT)

36740570493

Attachment

REPORTS ANALYSIS REFERRAL

TO

OFFICE OF GENERAL COUNSEL

DATE: 16 November 1984

ANALYST: PAMELA C. BROWN

I. COMMITTEE: West Virginia State Democratic Executive Committee (Non-Federal Account)
Deborah F. Phillips^{1/}
P.O. Box 6067
107 Pennsylvania Avenue
Charleston, WV 25362

II. RELEVANT STATUTE: 11 CFR 102.5

III. BACKGROUND:

Transfer of Funds From A Non-Federal Account To A Federal Account

The 1983 June Monthly Report filed by DNC Services Corporation/Democratic National Committee ("DNC") disclosed a transfer-in of \$7,000 from the West Virginia State Democratic Executive Committee ("DEC") on May 12, 1983 (Attachment 2a).^{2/} The DEC's 1983 Mid-Year Report, however, failed to disclose a corresponding transfer-out to the DNC (Attachment 3).

A Request for Additional Information ("RFAI") was mailed to DEC on August 23, 1984 questioning the apparent omission. The RFAI also requested clarification on source of funds if the transfer were made from DEC's non-Federal account, and notified DEC of the prohibition against making such a transfer under 11 CFR 102.5 (Attachment 4).

In a response received on September 18, 1984, DEC stated the origin of the transfer to the DNC was an operating account, which contains funds derived from its

^{1/} The person identified is the treasurer of the Federal Account.

^{2/} According to reports filed by the DNC, the full amount was repaid in three (3) increments between July of 1983 and March of 1984 (Attachments 2b-d).

86740570499

WEST VIRGINIA STATE DEMOCRATIC EXECUTIVE
COMMITTEE (NON-FEDERAL ACCOUNT)
REPORTS ANALYSIS OGC REFERRAL
PAGE 2

Federal and State Accounts (Attachment 5). The response further stated that the transfer was made in error and that the operating account contained no "soft money."^{3/}

IV. OTHER PENDING MATTERS INITIATED BY RAD:

None

26040670500

^{3/} According to DEC's response, the operating account is used to pay salaries, bills, and expenses.

FEDERAL ELECTION COMMISSION
 COMMITTEE INDEX OF DISCLOSURE DOCUMENTS - (C) (83-84)

DATE 15NOV84
 PAGE 1

PARTY RELATED

COMMITTEE	DOCUMENT	RECEIPTS	DISBURSEMENTS	TYPE OF FILER COVERAGE DATES	# OF PAGES	MICROFILM LOCATION
WEST VIRGINIA STATE DEMOCRATIC EXECUTIVE COMMITTEE *						
				PARTY QUALIFIED		ID #C00162578
1983	APRIL QUARTERLY	5,000	0	1JAN83 -15APR83	7	83FEC/270/1836
	MID-YEAR REPORT	1,000	6,000	16APR83 -30JUN83	8	83FEC/279/5424
	MID-YEAR REPORT - AMENDMENT	-	-	16APR83 -30JUN83	3	84FEC/327/4695
	REQUEST FOR ADDITIONAL INFORMATION			16APR83 -30JUN83	3	84FEC/327/0207
	YEAR-END	29,475	9,946	1JUL83 -31DEC83	23	84FEC/293/20
1984	APRIL QUARTERLY	6,635	12,090	1JAN84 - 4APR84	21	84FEC/310/07
	PRE-PRIMARY	11,806	7,500	5APR84 -23MAY84	8	84FEC/315/423
	JULY QUARTERLY	6,609	5,013	24MAY84 -30JUN84	11	84FEC/320/0206
	OCTOBER QUARTERLY	5,313	15,010	1JUL84 -30SEP84	11	84FEC/340/5033
	PRE-GENERAL	10,100	2,945	1OCT84 -17OCT84	7	84FEC/345/4314
	TOTAL	75,938	0 58,504	0	102	TOTAL PAGES

Ending Cash 10/17/84: \$18,457
 Debts (by) 10/17/84: \$4,681

All reports have been reviewed through the 1984 July Quarterly.

* Please note the index discloses campaign finance information for the Federally registered committee.

Attachment 1
 188

SCHEDULE A

ITEMIZED RECEIPTS

Use this form to report contributions for each category of the General Summary Page

189

Telethon V

Attachment 2a

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of commercial purposes, other than using the name and address of any political committee to solicit contributions

Name of Committee (in Full)
DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
West VA State Democratic Executive Committee P.O. Box 6067 Charleston, West Virginia 25302	N/A	5/12	\$7,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Occupation: _____			
Aggregate Year-to-Date-\$ _____			
Democratic Executive Committee of Florida P.O. Box 1758 Tallahassee, Florida 32302	N/A	5/12	\$42,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Occupation: _____			
Aggregate Year-to-Date-\$ _____			
Oklahoma Democratic Headquarters 1100 Classen Drive Oklahoma City, Oklahoma 73103	N/A	5/13	\$5,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Occupation: _____			
Aggregate Year-to-Date-\$ _____			
Kentucky Democratic Headquarters P.O. Box 694 Frankfort, Kentucky 40602	N/A	5/13	\$15,500.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Occupation: _____			
Aggregate Year-to-Date-\$ _____			
D.C. Democratic Headquarters 1875 Connecticut Ave., N.W. Washington D.C. 20009	N/A	5/13	\$2,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Occupation: _____			
Aggregate Year-to-Date-\$ _____			
Democratic Party of South Carolina 711 Whaley Street Columbia, S.C. 29201	N/A	5/13	\$6,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Occupation: _____			
Aggregate Year-to-Date-\$ _____			
Minnesota Democratic Headquarters 730 East 38th Street Minneapolis, Minnesota 55407	N/A	5/13	\$32,000.00
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Occupation: _____			
Aggregate Year-to-Date-\$ _____			

MF

SUBTOTAL of Receipts This Page (optional) 113,500.00

TOTAL This Period (last page this line number only)

10500500

SCHEDULE B

ITEMIZED DISBURSEMENTS

Attachment 2c

Any information copied from such Reports and Statements may not be sold or used by any person for the commercial purposes, other than using the name and address of any political committee to solicit contributions.

Name of Committee (in Full)

DNC SERVICES CORPORATION / DEMOCRATIC NATIONAL COMMITTEE

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
SOUTH DAKOTA DEMOCRATIC PARTY Box 668 Pierre, South Dakota 57501	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	2,000.00
TENNESSEE DEMOCRATIC PARTY 205 7th Ave., N. Nashville, Tenn 37219	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	7,500.00
TEXAS DEMOCRATIC PARTY 215 Stokes Building Austin, TX 78701	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/29/83	32,500.00
UTAH STATE DEMOCRATIC PARTY 363 E 2nd Street Salt Lake city, Utah 84111	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/29/83	2,500.00
Democratic State Central Ctts. 8100 Asylum Ave. Hartford, CT 06105	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	5,500.00
WEST VIRGINIA STATE DEM. EXECUTIVE COMM. P.O. Box 6067 Charleston, West VA 25302	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	3,500.00
VERMONT DEMOCRATIC HQTRS. 100 South Winooski Ave., Suite 207 Burlington, VT 05401	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	1,250.00
Democratic Executive Committee of Florida P.O. Box 175 Tallahassee, FL 32302	N/A Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	11/10/83	21,000.00
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		

SUBTOTAL of Disbursements This Page (optional) 135

TOTAL This Period (last page this line number only) 295,282.50

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page ___ of ___ for
LINE NUMBER 50
(Use separate schedule(s) for each
category of the Detailed
Summary Page)

Attachment 2d

Any information copied from such Reports and Statements may not be sold or used by any person for the commercial purpose, other than using the name and address of any political committee to solicit contribu

Name of Committee (in Full)

DNC Services Corporation/Democratic National Committee

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
West Virginia State Democratic Executive Committee P.O. BOX 6067 Charleston, West Virginia 25302	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	\$ 1,750.00
B. Full Name, Mailing Address and ZIP Code Democratic Executive Committee of Florida P.O. BOX 1758 Tallahassee, Florida 32302	Final payment Telethon advance Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	10,500.00
C. Full Name, Mailing Address and ZIP Code Oklahoma Democratic Headquarters 1100 Classen Drive Oklahoma City, Oklahoma 73103	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,250.00
D. Full Name, Mailing Address and ZIP Code Kentucky Democratic Headquarters P.O. BOX 694 Frankfort, Kentucky 40602	Final payment Telethon advance Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	3,875.00
E. Full Name, Mailing Address and ZIP Code D.C. Democratic Headquarter 1875 Connecticut Avenue., N.W. Washington, D.C. 20009	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,500.00
F. Full Name, Mailing Address and ZIP Code Democratic Party of South Carolina 711 Whaley Street Columbia, South Carolina 29201	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	1,500.00
G. Full Name, Mailing Address and ZIP Code Minnesota Democratic Headquarter 730 East 38th Street Minneapolis, Minnesota 55407.	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	8,000.00
H. Full Name, Mailing Address and ZIP Code Pennsylvania Democratic State Committee 510 North Third Street Harrisburg, PA 17101	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	8,125.00
I. Full Name, Mailing Address and ZIP Code Maine Democratic State Committee Augusta, Maine 04330	Final payment Telethon advance. Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/1/84	225.00

SUBTOTAL of Disbursements This Page (optional)

**DETAILED SUMMARY PAGE
of Receipts and Disbursements
(Page 2, FEC FORM 3X)**

Attachment ²
193

Name of Committee (or Fund)
West Virginia State Democratic Executive Committee

Report Covering the Period
From: **4/16/83** To: **6/30/83**

	COLUMN A Total This Period	COLUMN B Calendar Year-To-Date	
I. RECEIPTS			
11. CONTRIBUTIONS (other than loans) FROM:			
(a) Individuals/Persons Other Than Political Committees (Memo Entry Unitemized \$ _____)	-0-	-0-	11(a)
(b) Political Party Committees	-0-	-0-	11(b)
(c) Other Political Committees	-0-	-0-	11(c)
(d) TOTAL CONTRIBUTIONS (other than loans) (add 11(a), 11(b) and 11(c))	-0-	-0-	11(d)
12. TRANSFERS FROM AFFILIATED/OTHER PARTY COMMITTEES	-0-	-0-	12
13. ALL LOANS RECEIVED	-0-	-0-	13
14. LOAN REPAYMENTS RECEIVED	-0-	-0-	14
15. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.)	-0-	-0-	15
16. REFUNDS OF CONTRIBUTIONS MADE TO FEDERAL CANDIDATES AND OTHER POLITICAL COMMITTEES	1,000.00	6,000.00	16
17. OTHER RECEIPTS (Dividends, Interest, etc.)	-0-	-0-	17
18. TOTAL RECEIPTS (Add 11(d), 12, 13, 14, 15, 16 and 17)	1,000.00	6,000.00	18
II. DISBURSEMENTS			
19. OPERATING EXPENDITURES	-0-	-0-	19
20. TRANSFERS TO AFFILIATED/OTHER PARTY COMMITTEES	-0-	-0-	20
21. CONTRIBUTIONS TO FEDERAL CANDIDATES AND OTHER POLITICAL COMMITTEES	6,000.00	6,000.00	21
22. INDEPENDENT EXPENDITURES (use Schedule E)	-0-	-0-	22
23. COORDINATED EXPENDITURES MADE BY PARTY COMMITTEES (2 U.S.C. § 441 a(d)) (Use Schedule F)	-0-	-0-	23
24. LOAN REPAYMENTS MADE	-0-	-0-	24
25. LOANS MADE	-0-	-0-	25
26. REFUNDS OF CONTRIBUTIONS TO			
(a) Individuals/Persons Other Than Political Committees	-0-	-0-	26(a)
(b) Political Party Committees	-0-	-0-	26(b)
(c) Other Political Committees	-0-	-0-	26(c)
(d) TOTAL CONTRIBUTION REFUNDS (Add 26(a), 26(b) and 26(c))	-0-	-0-	26(d)
27. OTHER DISBURSEMENTS	-0-	-0-	27
28. TOTAL DISBURSEMENTS (add lines 19, 20, 21, 22, 23, 24, 25, 26(d) and 27)	6,000.00	6,000.00	28
III. NET CONTRIBUTIONS AND NET OPERATING EXPENDITURES			
29. TOTAL CONTRIBUTIONS (other than loans) from Line 11(d)	-0-	-0-	29
30. TOTAL CONTRIBUTION REFUNDS from Line 26(d)	-0-	-0-	30
31. NET CONTRIBUTIONS (other than loans) (Subtract Line 30 from Line 29)	-0-	-0-	31
32. TOTAL OPERATING EXPENDITURES from Line 19	-0-	-0-	32
33. OFFSETS TO OPERATING EXPENDITURES from Line 15	-0-	-0-	33
34. NET OPERATING EXPENDITURES (Subtract Line 33 from Line 32)	-0-	-0-	34

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

AUG 23 1984

RQ-2

194

Deborah F. Phillips, Treasurer
West Virginia State Democratic
Executive Committee
P.O. Box 6067
107 Pennsylvania Avenue
Charleston, WV 25362

Identification Number: C00162578

Reference: Mid-Year Report (4/16/83-6/30/83)

Dear Ms. Phillips:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-The DNC Services Corporation/Democratic National Committee's 1983 June Monthly Report discloses a \$7,000 transfer-in from your organization (pertinent portion(s) attached); however, your committee's report fails to disclose a corresponding transfer-out. Please explain the nature of this apparent discrepancy. If your Federal account made this disbursement, please amend your committee's report by disclosing the transaction on Schedule B supporting Line 20. In addition, the total disbursement and ending cash figures should be adjusted accordingly.

If, however, the above-referenced transfer-out was made from a non-Federal account maintained by your committee, please clarify the source of funds used to make the disbursement. You are advised that, under 11 CFR 102.5, "All disbursements, contributions, expenditures and transfers by [a] committee in connection with any federal election shall be made from its federal account."

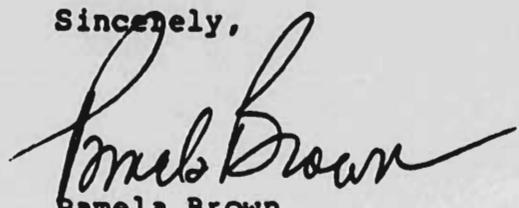
Although the Commission may initiate legal action regarding this matter, your prompt response will be taken into consideration.

An amendment to your original report(s) correcting the above problem(s) should be filed with the Federal Election Commission

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within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 523-4048.

Sincerely,



Pamela Brown
Senior Reports Analyst
Reports Analysis Division

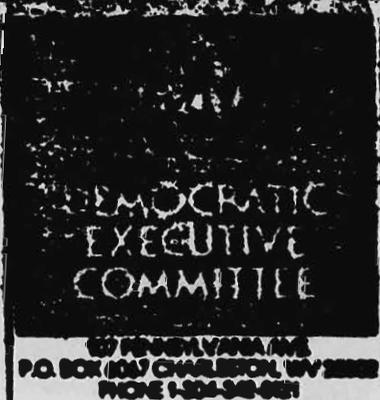
86040570508

RECEIVED AT THE FBI

196

84 SEP 10 09:28

Attachment 5 page 1 of 2



September 6, 1984

Ms. Pamela Brown
 Senior Reports Analyst
 Reports Analysis Division
 Federal Election Commission
 1325 K Street, N. W.
 Washington, D. C. 20463

Re: Identification No. C00162578
 Reference: Mid-Year Report
 (4/16/83-6/30/83)

Dear Ms. Brown:

Your letter of August 23, 1984 has been called to my attention. I attempted to reach you by telephone, but you were out of the office.

Quite simply, it appears, after a review of this matter, that we handled it improperly. We made the mistake of forwarding the pre-election money from our operating account, rather than the federal account. The operating account is one which we use to pay salaries, bills, expenses, etc. Funds for that account come from the federal account and the state account on the basis of a formula. As you may know, under West Virginia law we do not accept any soft money. As a consequence, none of the monies in the operating account would be illegal under federal law, even if they were received from our state campaign account.

Prior to my election as chairman, no federal account had been established, and no report was made. We have had some difficulty in bringing our program into line, but I offer this by way of explanation, rather than excuse. Please be assured that we want to fully comply with all rules and regulations and would appreciate any suggestions you may have as to how we might correct what was obviously a mistake on our part.

FOR BOB GOODWIN CHAIRMAN
 VICE CHAIRMAN ASST. CHAIRMAN
 EXECUTIVE DIRECTOR

06010570509
 R 4 0 3 3 : 7 4 6 9 5

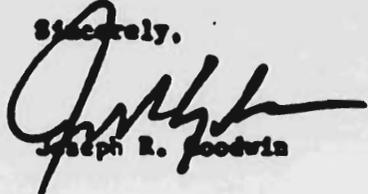
197

Ms. Paula Brown
September 6, 1964
Page 2

As you probably further know, the talothan didn't produce any income, and we only received back the money we had advanced. It might be helpful to us if a member of your staff could visit with us at some point to help us avoid such mistakes in the future and to advise us on proper procedures. We will, of course, comply with any directive you issue.

I hope that legal action can be avoided in this matter, since we are making a very genuine effort to comply. Please feel free to call me about this matter. I take full responsibility for this mistake, as the checks were issued at my direction, rather than at the direction of the treasurer.

Sincerely,



Joseph R. Goodwin

JRG/m

86310570510
94033:74696



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Paul G. Kirk, Treasurer
Democratic National Committee
1625 Massachusetts Avenue, NW
Washington, D.C. 20036

RE: MUR _____
Democratic National Committee
and Paul G. Kirk, as Treasurer

Dear Mr. Kirk:

On _____, 1985, the Federal Election Commission determined that there is reason to believe the Democratic National Committee and you, as treasurer, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 C.F.R. § 102.6 of the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with the requested documents, within ten days of your receipt of this letter. Statements should be submitted under oath.

In the absence of any additional information which demonstrates that no further action should be taken against your committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

11 5 7 0 5 4 0 5 7 0 5 1 1

Paul G. Kirk, Treasurer
Democratic National Committee
Page 2

The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

Enclosures

- Request for Production of Documents
- General Counsel's Factual and Legal Analysis Procedures
- Designation of Counsel Statement

06740570512



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Dick Humphrey, Treasurer
Alabama Democratic State Party
306 Jefferson Federal Building
Birmingham, Alabama 35203

RE: MUR _____
Alabama Democratic State Party
and Dick Humphrey, as
Treasurer

Dear Mr. Humphrey:

On _____, 1985, the Federal Election Commission determined that there is reason to believe the Alabama Democratic State Party and you, as treasurer, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 C.F.R. § 102.6 of the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten days of your receipt of this letter. Statements should be submitted under oath.

In the absence of any additional information which demonstrates that no further action should be taken against your committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

96740570513

Dick Humphrey, Treasurer
Alabama Democratic State Party
Page 2

The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

Enclosures

- Interrogatories
- General Counsel's Factual and Legal Analysis
- Procedures
- Designation of Counsel Statement

86040570514



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Maureen G. Satti, Treasurer
Democratic State Central Committee
634 Asylum Avenue
Hartford, Connecticut 06105

RE: MUR _____
Democratic State Central
Committee
and Maureen G. Satti, as
Treasurer

Dear Ms. Satti:

On _____, 1985, the Federal Election Commission determined that there is reason to believe the Democratic State Central Committee and you, as treasurer, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 C.F.R. § 102.6 of the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten days of your receipt of this letter. Statements should be submitted under oath.

In the absence of any additional information which demonstrates that no further action should be taken against your committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

06010570515

Maureen G. Satti, Treasurer
Democratic State Central Committee
Page 2

The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

- Enclosures
- Interrogatories
- General Counsel's Factual and Legal Analysis
- Procedures
- Designation of Counsel Statement

86040570516



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Monnie J. Yungkans, Treasurer
Democratic Executive Committee of Florida
517 North Calhoun Street
P.O. Box 1758
Tallahassee, Florida 32302

RE: MUR _____
Democratic Executive Committee
of Florida and Monnie J.
Yungkans, as Treasurer

Dear Ms. Yungkans:

On _____, 1985, the Federal Election Commission determined that there is reason to believe the Democratic Executive Committee of Florida and you, as treasurer, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 C.F.R. § 102.6 of the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten days of your receipt of this letter. Statements should be submitted under oath.

In the absence of any additional information which demonstrates that no further action should be taken against your committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

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Monnie J. Yungkans, Treasurer
Democratic Executive Committee of Florida
Page 2

The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

- Enclosures
- Interrogatories
- General Counsel's Factual and Legal Analysis
- Procedures
- Designation of Counsel Statement

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Clay Beck, Treasurer
Washington State Democratic Central Committee
1701 Smith Tower
Seattle, Washington 98104

RE: MUR _____
Washington State Democratic
Central Committee and Clay
Beck, as Treasurer

Dear Mr. Beck:

On _____, 1985, the Federal Election Commission determined that there is reason to believe the Washington State Democratic Central Committee and you, as treasurer, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 C.F.R. § 102.6 of the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten days of your receipt of this letter. Statements should be submitted under oath.

In the absence of any additional information which demonstrates that no further action should be taken against your committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

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Clay Beck, Treasurer
Washington State Democratic Central Committee
Page 2

The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

- Enclosures
- Interrogatories
- General Counsel's Factual and Legal Analysis
- Procedures
- Designation of Counsel Statement

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Deborah F. Phillips, Treasurer
West Virginia State Democratic Executive Committee
P.O. Box 6067
107 Pennsylvania Avenue
Charleston, West Virginia 25362

RE: MUR _____
West Virginia State Democratic
Executive Committee and
Deborah F. Phillips, as
Treasurer

Dear Ms. Phillips:

On _____, 1985, the Federal Election Commission determined that there is reason to believe the West Virginia State Democratic Executive Committee and you, as treasurer, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 C.F.R. & 102.6 of the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten days of your receipt of this letter. Statements should be submitted under oath.

In the absence of any additional information which demonstrates that no further action should be taken against your committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

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Deborah F. Phillips, Treasurer
West Virginia State Democratic Executive Committee
Page 2

The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

- Enclosures
- Interrogatories
- General Counsel's Factual and Legal Analysis
- Procedures
- Designation of Counsel Statement

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GENERAL COUNSEL'S LEGAL AND FACTUAL ANALYSIS

RESPONDENT: DNC Services Corporation/Democratic National Committee
Paul G. Kirk, as Treasurer MUR NO. _____

SUMMARY OF ALLEGATIONS

This matter was referred to the Office of General Counsel by the Reports Analysis Division ("RAD") after their review of reports filed by the Democratic National Committee ("DNC"), the Alabama Democratic State Party ("Alabama Committee") the Democratic State Central Committee ("Connecticut Committee") the Democratic Executive Committee of Florida ("Florida Committee"), the Washington State Democratic Central Committee ("Washington Committee"), and the West Virginia State Democratic Executive Committee ("West Virginia Committee").

DNC was referred to this office for receiving funds from the non-Federal accounts of state party organizations, as advancements made for joint fundraising expenses. The remaining Respondents, all state party committees, were referred to this office for transferring funds from their non-Federal accounts to DNC's Federal account, in connection with a joint fundraiser. RAD based its referral on alleged violations of 11 C.F.R. § 102.5 which requires an organization that finances both Federal and non-Federal elections to make transfers in connection with a Federal election only from a Federal account.

FACTUAL AND LEGAL ANALYSIS

The DNC's 1983 May Monthly and June Monthly Reports disclosed the receipt of funds from various state party committees. RAD discovered that four of the state committees had failed to disclose any disbursement of funds to correspond to the

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receipt of such funds originally disclosed by DNC,^{1/} and another had failed to file a report at all.^{2/} An investigation was conducted by RAD to determine whether or not the DNC had received funds from non-Federal accounts, and in turn, whether or not these funds originated from sources prohibited by the Act.

Appropriate notices were sent by RAD to the DNC and the Florida Committee on August 23, 1984. On October 5, 1984, a written response was received from the DNC. DNC indicated that in 1983 it had conducted a telethon fundraising event. This national telethon was structured as a joint fundraiser between the Democratic National Telethon (DNT), an arm of the DNC, and participating Democratic state committees. According to DNC, each of the receipts it had disclosed represented pre-telethon funds advanced to DNT to cover each state party organization's share of the telethon's costs.

According to DNC, all pre-telethon funds were deposited into a separate segregated telethon account. Each state committee participating in the telethon was required to enter into a joint fundraising agreement with DNT, which established the requirements that all pre-telethon funds transferred by the state committees, would derive solely from a Federal account and that such funds would be raised in compliance with the Act.

^{1/}These committees were the Alabama Committee, the Florida Committee, the Washington Committee and the West Virginia Committee.

^{2/} This committee was the Connecticut Committee.

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made only from funds which are permissible under the Act." 11 C.F.R. § 102.6(a)(iv). The fact that the activity in the present case was conducted in the form of a joint fundraiser would not change the requirement that the funds advanced be generated only from permissible sources. The Regulations on joint fundraising, 11 C.F.R. § 102.17, permit unlimited amounts to be advanced to cover fundraising costs, but are silent as to whether such funds must be from permissible sources, thus deferring to § 102.6 as governing the sources of transferred funds.

The state party committees involved in the present referral transferred funds to the DNC from non-Federal accounts which may or may not have contained funds derived from sources prohibited by the Act. Any of the joint fundraising transfers herein which contained funds from prohibited sources would violate 11 C.F.R. §102.6. For this reason, the General Counsel recommends that the Commission find reason to believe that the DNC and Paul G. Kirk, as Treasurer, violated 2 U.S.C. § 441b of the Act and 11 C.F.R. § 102.6 of the Regulations by receiving the transfer of funds from state party committees' non-Federal accounts, which were not subject to the prohibitions of the Act.

The following chart indicates DNC receipts from the non-Federal accounts of the Alabama Committee, Connecticut Committee, Florida Committee, Washington Committee and West Virginia Committee:

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DNC RECEIPTS FROM NON-FEDERAL ACCOUNTS

<u>State</u>	<u>Date Received</u>	<u>Amount Received</u>	<u>Date of Repayment</u>	<u>Amount of Repayment</u>
Alabama	5/24/83	\$ 7,500	7/06/83	\$1,875
			11/10/83	3,750
			3/01/84	1,875
Connecticut*/	5/20/83	\$11,000	7/06/83	\$ 2,750
			11/10/83	5,500
			3/01/84	2,750
Florida	5/12/83	\$42,000	7/06/83	\$10,500
			11/10/83	21,000
			3/01/84	10,500
Washington	4/27/83	\$13,924.06	7/06/83	\$ 5,625.01
	5/17/83	8,575.94	9/30/83	12,500.00
			10/30/83	4,374.00
West Virginia	5/12/83	\$ 7,000	7/06/83	\$ 1,750
			11/10/83	3,500
			3/01/84	1,750

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*/ Funds initially received from non-Federal account and transferred to the DNC by the Federal account.

GENERAL COUNSEL'S LEGAL AND FACTUAL ANALYSIS

RESPONDENT: Alabama Democratic State Party MUR NO. _____
Dick Humphrey, as Treasurer

SUMMARY OF ALLEGATIONS

This matter was referred to the Office of General Counsel by the Reports Analysis Division ("RAD") after their review of reports filed by the Democratic National Committee ("DNC"), and the Alabama Democratic State Party ("Alabama Committee").

The Alabama Committee was referred to this office for transferring funds from its non-Federal account to DNC's Federal account, in connection with a joint fundraiser. RAD based its referral on alleged violations of 11 C.F.R. § 102.5 which requires an organization that finances both Federal and non-Federal elections to make transfers in connection with a Federal election only from a Federal account.

FACTUAL AND LEGAL ANALYSIS

The DNC's 1983 May Monthly and June Monthly Reports disclosed the receipt of funds from various state party committees. RAD discovered that the Alabama Committee had failed to disclose any disbursement of funds to correspond to the receipt of such funds originally disclosed by DNC. An investigation was conducted by RAD to determine whether or not the DNC had received funds from non-Federal accounts, and in turn, whether or not these funds originated from sources prohibited by the Act.

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Appropriate notices were sent by RAD to the Alabama Committee and DNC on August 23, 1984. On October 5, 1984, a written response was received from the DNC. DNC indicated that in 1983 it had conducted a telethon fundraising event. This national telethon was structured as a joint fundraiser between the Democratic National Telethon (DNT), an arm of the DNC, and participating Democratic state committees. According to DNC, each of the receipts it had disclosed represented pre-telethon funds advanced to DNT to cover each state party organization's share of the telethon's costs.

According to DNC, all pre-telethon funds were deposited into a separate segregated telethon account. Each state committee participating in the telethon was required to enter into a joint fundraising agreement with DNT, which established the requirements that all pre-telethon funds transferred by the state committees, would derive solely from a Federal account and that such funds would be raised in compliance with the Act.

DNC admits in its response to RAD that certain state committees advanced funds from non-Federal accounts as their share of pre-telethon expenses. However, DNC states that this use of funds was unknown to DNC, as evidenced by the fact that all advances were repaid to the state committees exclusively from federal funds.

The Alabama Committee responded individually to RAD. The Alabama Committee admitted that the funds it advanced for the telethon were transferred from a non-Federal account. Further,

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the Alabama Committee denied that its non-Federal account contained any contributions from corporate or union sources.

RAD's referral is based on alleged violations of 11 C.F.R. § 102.5. Under this regulation, an organization which finances both Federal and non-Federal elections may only make disbursements in connection with a Federal election from a separate Federal account. No transfer may be made to the Federal account from any account maintained for a different purpose. Accordingly, the Federal account may only contain funds subject to the prohibitions and limitations of the Act. However, reliance on § 102.5 would appear to be misplaced in the instant referral. Section 102.5 deals with a single organization or a sole entity which is financing both Federal and non-Federal elections and which makes a transfer between its Federal and non-Federal accounts. In the present case, multiple entities are involved and the circumstances reflect transfers between organizations, i.e. from the non-Federal account of a state committee to a Federal account of the DNC. Such a situation more properly comes under the purview of 11 C.F.R. § 102.6 concerning transfers of funds.

Section 102.6 provides that party committees may transfer among each other funds in unlimited amounts. 11 C.F.R. § 102.6(a)(ii). However, any such transfers "shall be made only from funds which are permissible under the Act." 11 C.F.R. § 102.6(a)(iv). The fact that the activity in the present case was conducted in the form of a joint fundraiser would not change the requirement that the funds advanced be

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generated only from permissible sources. The Regulations on joint fundraising, 11 C.F.R. § 102.17, permit unlimited amounts to be advanced to cover fundraising costs, but are silent as to whether such funds must be from permissible sources, thus deferring to § 102.6 as governing the sources of transferred funds.

The Alabama Committee transferred funds to the DNC from its non-Federal account which may or may not have contained funds derived from sources prohibited by the Act.*/ A joint fundraising transfer which contained funds from prohibited sources would violate 11 C.F.R. §102.6. For this reason, the General Counsel recommends that the Commission find reason to believe that the Alabama Committee and Dick Humphrey, as Treasurer, violated 2 U.S.C. § 441b of the Act and 11 C.F.R. § 102.6 of the Commission's Regulations by transferring funds from its non-Federal account to DNC's Federal account, when such funds had not been subject to the Act's prohibitions.

The following chart indicates DNC receipts from the non-Federal account of the Alabama Committee:

DNC RECEIPTS FROM NON-FEDERAL ACCOUNTS

<u>State</u>	<u>Date Received</u>	<u>Amount Received</u>	<u>Date of Repayment</u>	<u>Amount of Repayment</u>
Alabama	5/24/83	\$ 7,500	7/06/83	\$1,875
			11/10/83	3,750
			3/01/84	1,875

*/ RAD's investigation did not disclose the precise sources of funds in the Alabama Committee's non-Federal account. However, it is likely from its response to RAD that the Alabama Committee had accepted funds from sources prohibited under the Act into its non-Federal account.

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GENERAL COUNSEL'S LEGAL AND FACTUAL ANALYSIS

RESPONDENT: Democratic State Central Committee MUR NO. _____
Maureen G. Satti, as Treasurer

SUMMARY OF ALLEGATIONS

This matter was referred to the Office of General Counsel by the Reports Analysis Division ("RAD") after their review of reports filed by the Democratic National Committee ("DNC") and the Democratic State Central Committee ("Connecticut Committee").

The Connecticut Committee was referred to this office for transferring funds from its non-Federal account to DNC's Federal account, in connection with a joint fundraiser. RAD based its referral on alleged violations of 11 C.F.R. § 102.5 which requires an organization that finances both Federal and non-Federal elections to make transfers in connection with a Federal election only from a Federal account.

FACTUAL AND LEGAL ANALYSIS

The DNC's 1983 May Monthly and June Monthly Reports disclosed the receipt of funds from various state party committees. RAD discovered that the Connecticut Committee had failed to file a report disclosing any corresponding disbursement of funds. An investigation was conducted by RAD to determine whether or not the DNC had received funds from non-Federal accounts, and in turn, whether or not these funds originated from sources prohibited by the Act.

Appropriate notices were sent by RAD to the DNC and the Connecticut Committee on August 23, 1984. On October 5, 1984, a written response was received from the DNC. DNC indicated that

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in 1983 it had conducted a telethon fundraising event. This national telethon was structured as a joint fundraiser between the Democratic National Telethon (DNT), an arm of the DNC, and participating Democratic state committees. According to DNC, each of the receipts it had disclosed represented pre-telethon funds advanced to DNT to cover each state party organization's share of the telethon's costs.

According to DNC, all pre-telethon funds were deposited into a separate segregated telethon account. Each state committee participating in the telethon was required to enter into a joint fundraising agreement with DNT, which established the requirements that all pre-telethon funds transferred by the state committees, would derive solely from a Federal account and that such funds would be raised in compliance with the Act.

DNC admits in its response to RAD that certain state committees advanced funds from non-Federal accounts as their share of pre-telethon expenses. However, DNC states that this use of funds was unknown to DNC, as evidenced by the fact that all advances were repaid to the state committees exclusively from federal funds.

The Connecticut Committee responded individually to RAD and admitted that the funds it advanced for the telethon were transferred from a non-Federal account. The Connecticut Committee denied that its non-Federal account contained any contributions from corporate or union sources.

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RAD's referral is based on alleged violations of 11 C.F.R. § 102.5. Under this regulation, an organization which finances both Federal and non-Federal elections may only make disbursements in connection with a Federal election from a separate Federal account. No transfer may be made to the Federal account from any account maintained for a different purpose. Accordingly, the Federal account may only contain funds subject to the prohibitions and limitations of the Act. However, reliance on § 102.5 would appear to be misplaced in the instant referral. Section 102.5 deals with a single organization or a sole entity which is financing both Federal and non-Federal elections and which makes a transfer between its Federal and non-Federal accounts. In the present case, multiple entities are involved and the circumstances reflect transfers between organizations, i.e. from the non-Federal account of a state committee to a Federal account of the DNC. Such a situation more properly comes under the purview of 11 C.F.R. § 102.6 concerning transfers of funds.

Section 102.6 provides that party committees may transfer among each other funds in unlimited amounts. 11 C.F.R. § 102.6(a)(ii). However, any such transfers "shall be made only from funds which are permissible under the Act." 11 C.F.R. § 102.6(a)(iv). The fact that the activity in the present case was conducted in the form of a joint fundraiser would not change the requirement that the funds advanced be generated only from permissible sources. The Regulations on joint fundraising, 11 C.F.R. § 102.17, permit unlimited amounts

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to be advanced to cover fundraising costs, but are silent as to whether such funds must be from permissible sources, thus deferring to § 102.6 as governing the sources of transferred funds.

The Connecticut Committee transferred funds to the DNC from a non-Federal account which may or may not have contained funds derived from sources prohibited by the Act.^{1/} A joint fundraising transfer which contained funds from prohibited sources would violate 11 C.F.R. § 102.6. For this reason, the General Counsel recommends that the Commission find reason to believe that the Connecticut Committee and Maureen G. Satti, as Treasurer, violated 2 U.S.C. § 441b of the Act and 11 C.F.R. § 102.6 of the Commission's Regulations by transferring funds from its non-Federal account to DNC's Federal account, when such funds had not been subject to the Act's prohibitions.

The following chart indicates DNC receipts from the non-Federal account of the Connecticut Committee:

DNC RECEIPTS FROM NON-FEDERAL ACCOUNTS

<u>STATE</u>	<u>DATE RECEIVED</u>	<u>AMOUNT - RECEIVED</u>	<u>DATE OF REPAYMENT</u>	<u>AMOUNT OF REPAYMENT</u>
Connecticut ^{*/}	5/20/83	\$11,000	7/06/83	\$ 2,750
			11/10/83	5,500
			3/01/84	2,750

^{1/} RAD's investigation did not disclose the precise sources of funds in the Connecticut Committee's non-Federal account.

^{*/} Funds initially received from non-Federal account and transferred to the DNC by the Federal account.

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GENERAL COUNSEL'S LEGAL AND FACTUAL ANALYSIS

RESPONDENT: Democratic Executive Committee of Florida
Monnie J. Yungkans, as Treasurer MUR No. _____

SUMMARY OF ALLEGATIONS

This matter was referred to the Office of General Counsel by the Reports Analysis Division ("RAD") after their review of reports filed by the Democratic National Committee ("DNC"), and the Democratic Executive Committee of Florida ("Florida Committee").

The Florida Committee was referred to this office for transferring funds from its non-Federal account to DNC's Federal account, in connection with a joint fundraiser. RAD based its referral on alleged violations of 11 C.F.R. § 102.5 which requires an organization that finances both Federal and non-Federal elections to make transfers in connection with a Federal election only from a Federal account.

FACTUAL AND LEGAL ANALYSIS

The DNC's 1983 May Monthly and June Monthly Reports disclosed the receipt of funds from various state party committees. RAD discovered that the Florida Committee had failed to disclose any disbursement of funds to correspond to the receipt of such funds originally disclosed by DNC. An investigation was conducted by RAD to determine whether or not the DNC had received funds from non-Federal accounts, and in turn, whether or not these funds originated from sources prohibited by the Act.

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Appropriate notices were sent by RAD to the DNC and the Florida Committee on August 23, 1984. On October 5, 1984, a written response was received from the DNC. DNC indicated that in 1983 it had conducted a telethon fundraising event. This national telethon was structured as a joint fundraiser between the Democratic National Telethon (DNT), an arm of the DNC, and participating Democratic state committees. According to DNC, each of the receipts it had disclosed represented pre-telethon funds advanced to DNT to cover each state party organization's share of the telethon's costs.

According to DNC, all pre-telethon funds were deposited into a separate segregated telethon account. Each state committee participating in the telethon was required to enter into a joint fundraising agreement with DNT, which established the requirements that all pre-telethon funds transferred by the state committees, would derive solely from a Federal account and that such funds would be raised in compliance with the Act.

DNC admits in its response to RAD that certain state committees advanced funds from non-Federal accounts as their share of pre-telethon expenses. However, DNC states that this use of funds was unknown to DNC, as evidenced by the fact that all advances were repaid to the state committees exclusively from federal funds.

The Florida Committee responded individually to RAD and admitted that the funds they advanced for the telethon were transferred from a non-Federal account. The Florida Committee

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claimed its non-Federal account contained enough permissible funds to cover the advance.

RAD's referral is based on alleged violations of 11 C.F.R. § 102.5. Under this regulation, an organization which finances both Federal and non-Federal elections may only make disbursements in connection with a Federal election from a separate Federal account. No transfer may be made to the Federal account from any account maintained for a different purpose. Accordingly, the Federal account may only contain funds subject to the prohibitions and limitations of the Act. However, reliance on § 102.5 would appear to be misplaced in the instant referral. Section 102.5 deals with a single organization or a sole entity which is financing both Federal and non-Federal elections and which makes a transfer between its Federal and non-Federal accounts. In the present case, multiple entities are involved and the circumstances reflect transfers between organizations, i.e. from the non-Federal account of a state committee to a Federal account of the DNC. Such a situation more properly comes under the purview of 11 C.F.R. § 102.6 concerning transfers of funds.

Section 102.6 provides that party committees may transfer among each other funds in unlimited amounts.

11 C.F.R. § 102.6(a)(ii). However, any such transfers "shall be made only from funds which are permissible under the Act."

11 C.F.R. § 102.6(a)(iv). The fact that the activity in the present case was conducted in the form of a joint fundraiser would not change the requirement that the funds advanced be

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generated only from permissible sources. The Regulations on joint fundraising, 11 C.F.R. § 102.17, permit unlimited amounts to be advanced to cover fundraising costs, but are silent as to whether such funds must be from permissible sources, thus deferring to § 102.6 as governing the sources of transferred funds.

The Florida Committee transferred funds to the DNC from its non-Federal account which may or may not have contained funds derived from sources prohibited by the Act.*/ A joint fundraising transfer which contained funds from prohibited sources would violate 11 C.F.R. §102.6. For this reason, the General Counsel recommends that the Commission find reason to believe that the Florida Committee and Monnie J. Yungkans, as Treasurer, violated 2 U.S.C. § 441b of the Act and 11 C.F.R. § 102.6 of the Commission's Regulations by transferring funds from its non-Federal account to DNC's Federal account, when such funds had not been subject to the Act's prohibitions.

The following chart indicates DNC receipts from the non-Federal account of the Florida Committee:

DNC RECEIPTS FROM NON-FEDERAL ACCOUNTS

<u>State</u>	<u>Date Received</u>	<u>Amount Received</u>	<u>Date of Repayment</u>	<u>Amount of Repayment</u>
Florida	5/12/83	\$42,000	7/06/83	\$10,500
			11/10/83	21,000
			3/01/84	10,500

*/ RAD's investigation did not disclose the precise sources of funds in the Florida Committee's non-Federal account. However, it is likely from its respective response to RAD that the Florida Committee had accepted funds from sources prohibited under the Act into its non-Federal account.

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GENERAL COUNSEL'S LEGAL AND FACTUAL ANALYSIS

RESPONDENT: Washington State Democratic Central Committee
Clay Beck, as Treasurer MUR NO. _____

SUMMARY OF ALLEGATIONS

This matter was referred to the Office of General Counsel by the Reports Analysis Division ("RAD") after their review of reports filed by the Democratic National Committee ("DNC"), and the Washington State Democratic Central Committee ("Washington Committee").

The Washington Committee was referred to this office for transferring funds from its non-Federal account to DNC's Federal account, in connection with a joint fundraiser. RAD based its referral on alleged violations of 11 C.F.R. § 102.5 which requires an organization that finances both Federal and non-Federal elections to make transfers in connection with a Federal election only from a Federal account.

FACTUAL AND LEGAL ANALYSIS

The DNC's 1983 May Monthly and June Monthly Reports disclosed the receipt of funds from various state party committees. RAD discovered that the Washington Committee had failed to disclose any disbursement of funds to correspond to the receipt of such funds originally disclosed by DNC. An investigation was conducted by RAD to determine whether or not the DNC had received funds from non-Federal accounts, and in turn, whether or not these funds originated from sources prohibited by the Act.

Appropriate notices were sent by RAD to the DNC and the Washington Committee on August 23, 1984. On October 5, 1984, a written response was received from the DNC. DNC indicated that

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in 1983 it had conducted a telethon fundraising event. This national telethon was structured as a joint fundraiser between the Democratic National Telethon (DNT), an arm of the DNC, and participating Democratic state committees. According to DNC, each of the receipts it had disclosed represented pre-telethon funds advanced to DNT to cover each state party organization's share of the telethon's costs.

According to DNC, all pre-telethon funds were deposited into a separate segregated telethon account. Each state committee participating in the telethon was required to enter into a joint fundraising agreement with DNT, which established the requirements that all pre-telethon funds transferred by the state committees, would derive solely from a Federal account and that such funds would be raised in compliance with the Act.

DNC admits in its response to RAD that certain state committees advanced funds from non-Federal accounts as their share of pre-telethon expenses. However, DNC states that this use of funds was unknown to DNC, as evidenced by the fact that all advances were repaid to the state committees exclusively from federal funds.

The Washington Committee responded individually to RAD and admitted that the funds it advanced for the telethon were transferred from a non-Federal account. The Washington Committee admits that a portion of the advance came from a money market account containing "soft money."

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RAD's referral is based on alleged violations of 11 C.F.R. § 102.5. Under this regulation, an organization which finances both Federal and non-Federal elections may only make disbursements in connection with a Federal election from a separate Federal account. No transfer may be made to the Federal account from any account maintained for a different purpose. Accordingly, the Federal account may only contain funds subject to the prohibitions and limitations of the Act. However, reliance on § 102.5 would appear to be misplaced in the instant referral. Section 102.5 deals with a single organization or a sole entity which is financing both Federal and non-Federal elections and which makes a transfer between its Federal and non-Federal accounts. In the present case, multiple entities are involved and the circumstances reflect transfers between organizations, i.e. from the non-Federal account of a state committee to a Federal account of the DNC. Such a situation more properly comes under the purview of 11 C.F.R. § 102.6 concerning transfers of funds.

Section 102.6 provides that party committees may transfer among each other funds in unlimited amounts.

11 C.F.R. § 102.6(a)(ii). However, any such transfers "shall be made only from funds which are permissible under the Act."

11 C.F.R. § 102.6(a)(iv). The fact that the activity in the present case was conducted in the form of a joint fundraiser would not change the requirement that the funds advanced be generated only from permissible sources. The Regulations on

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joint fundraising, 11 C.F.R. § 102.17, permit unlimited amounts to be advanced to cover fundraising costs, but are silent as to whether such funds must be from permissible sources, thus deferring to § 102.6 as governing the sources of transferred funds.

Funds advanced to the DNC from the Washington Committee were admitted, in a meeting between RAD representatives and the Executive Director of the Washington State Democratic Party, to contain, in part, "soft money." A joint fundraising transfer herein which contained funds from prohibited sources would violate 11 C.F.R. §102.6. For this reason, the General Counsel recommends that the Commission find reason to believe that the Washington Committee and Clay Beck, as Treasurer, violated 2 U.S.C. § 441b of the Act and 11 C.F.R. § 102.6 of the Commission's Regulations by transferring funds from its non-Federal accounts to DNC's Federal account, when such funds had not been subject to the Act's prohibitions.

The following chart indicates DNC receipts from the non-Federal account of the Washington Committee:

DNC RECEIPTS FROM NON-FEDERAL ACCOUNTS

<u>State</u>	<u>Date Received</u>	<u>Amount Received</u>	<u>Date of Repayment</u>	<u>Amount of Repayment</u>
Washington	4/27/83	\$13,924.06	7/06/83	\$ 5,625.01
	5/17/83	8,575.94	9/30/83	12,500.00
			10/30/83	4,374.00

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GENERAL COUNSEL'S LEGAL AND FACTUAL ANALYSIS

RESPONDENT: West Virginia State Democratic Executive Committee
Deborah F. Phillips, as Treasurer MUR NO. _____

SUMMARY OF ALLEGATIONS

This matter was referred to the Office of General Counsel by the Reports Analysis Division ("RAD") after their review of reports filed by the Democratic National Committee ("DNC"), and the West Virginia State Democratic Executive Committee ("West Virginia Committee").

The West Virginia Committee was referred to this office for transferring funds from its non-Federal account to DNC's Federal account, in connection with a joint fundraiser. RAD based its referral on alleged violations of 11 C.F.R. § 102.5 which requires an organization that finances both Federal and non-Federal elections to make transfers in connection with a Federal election only from a Federal account.

FACTUAL AND LEGAL ANALYSIS

The DNC's 1983 May Monthly and June Monthly Reports disclosed the receipt of funds from various state party committees. RAD discovered that the West Virginia Committee had failed to disclose any disbursement of funds to correspond to the receipt of such funds originally disclosed by DNC. An investigation was conducted by RAD to determine whether or not the DNC had received funds from non-Federal accounts, and in turn, whether or not these funds originated from sources prohibited by the Act.

Appropriate notices were sent by RAD to the DNC and the West Virginia Committee on August 23, 1984. On October 5, 1984, a written response was received from the DNC. DNC indicated that

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in 1983 it had conducted a telethon fundraising event. This national telethon was structured as a joint fundraiser between the Democratic National Telethon (DNT), an arm of the DNC, and participating Democratic state committees. According to DNC, each of the receipts it had disclosed represented pre-telethon funds advanced to DNT to cover each state party organization's share of the telethon's costs.

According to DNC, all pre-telethon funds were deposited into a separate segregated telethon account. Each state committee participating in the telethon was required to enter into a joint fundraising agreement with DNT, which established the requirements that all pre-telethon funds transferred by the state committees, would derive solely from a Federal account and that such funds would be raised in compliance with the Act.

DNC admits in its response to RAD that certain state committees advanced funds from non-Federal accounts as their share of pre-telethon expenses. However, DNC states that this use of funds was unknown to DNC, as evidenced by the fact that all advances were repaid to the state committees exclusively from federal funds.

The West Virginia Committee responded individually to RAD and admitted that the funds they advanced for the telethon were transferred from a non-Federal account. The West Virginia Committee denied that its non-Federal account contained any "soft money."

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RAD's referral is based on alleged violations of 11 C.F.R. § 102.5. Under this regulation, an organization which finances both Federal and non-Federal elections may only make disbursements in connection with a Federal election from a separate Federal account. No transfer may be made to the Federal account from any account maintained for a different purpose. Accordingly, the Federal account may only contain funds subject to the prohibitions and limitations of the Act. However, reliance on § 102.5 would appear to be misplaced in the instant referral. Section 102.5 deals with a single organization or a sole entity which is financing both Federal and non-Federal elections and which makes a transfer between its Federal and non-Federal accounts. In the present case, multiple entities are involved and the circumstances reflect transfers between organizations, i.e. from the non-Federal account of a state committee to a Federal account of the DNC. Such a situation more properly comes under the purview of 11 C.F.R. § 102.6 concerning transfers of funds.

Section 102.6 provides that party committees may transfer among each other funds in unlimited amounts.

11 C.F.R. § 102.6(a)(ii). However, any such transfers "shall be made only from funds which are permissible under the Act."

11 C.F.R. § 102.6(a)(iv). The fact that the activity in the present case was conducted in the form of a joint fundraiser would not change the requirement that the funds advanced be generated only from permissible sources. The Regulations on joint fundraising, 11 C.F.R. § 102.17, permit unlimited amounts

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to be advanced to cover fundraising costs, but are silent as to whether such funds must be from permissible sources, thus deferring to § 102.6 as governing the sources of transferred funds.

The West Virginia Committee transferred funds to the DNC from its non-Federal account which may or may not have contained funds derived from sources prohibited by the Act.*/ A joint fundraising transfer which contained funds from prohibited sources would violate 11 C.F.R. §102.6. For this reason, the General Counsel recommends that the Commission find reason to believe that the West Virginia Committee and Deborah F. Phillips, as Treasurer, violated 2 U.S.C. § 441b of the Act and 11 C.F.R. § 102.6 of the Commission's Regulations by transferring funds from its non-Federal account to DNC's Federal account, when such funds had not been subject to the Act's prohibitions.

The following chart indicates DNC receipts from the non-Federal account of the West Virginia Committee:

DNC RECEIPTS FROM NON-FEDERAL ACCOUNTS

<u>State</u>	<u>Date Received</u>	<u>Amount - Received</u>	<u>Date of Repayment</u>	<u>Amount of Repayment</u>
West Virginia	5/12/83	\$ 7,000	7/06/83	\$ 1,750
			11/10/83	3,500
			3/01/84	1,750

*/ RAD's investigation did not disclose the precise sources of funds in the committees' non-Federal accounts.

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REQUEST FOR DOCUMENTS FROM THE DEMOCRATIC NATIONAL COMMITTEE

On _____, 1985 the Federal Election Commission ("Commission") determined there was reason to believe the Democratic National Committee and Paul G. Kirk, as Treasurer, violated 2 U.S.C. § 441b of the Federal Election Campaign Act, as amended, ("Act") and 11 C.F.R. § 102.6 of the Commission's Regulations. Specifically, the Commission determined that the Democratic National Committee and Paul G. Kirk, as Treasurer, received funds collected from impermissible sources as advances for a joint fundraising event (the Democratic National Telethon).

As part of its investigation into this matter, the Commission requests the following documents be submitted:

1. A copy of the joint fundraising agreement executed with the Alabama Democratic State Party.
2. A copy of the joint fundraising agreement executed with the Democratic State Central Committee (of Connecticut).
3. A copy of the joint fundraising agreement executed with the Democratic Executive Committee of Florida.
4. A copy of the joint fundraising agreement executed with the Washington State Democratic Central Committee.
5. A copy of the joint fundraising agreement executed with the West Virginia State Democratic Executive Committee.

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INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS FOR THE ALABAMA DEMOCRATIC STATE PARTY

On , 1985, the Federal Election Commission ("Commission") determined there was reason to believe the Alabama Democratic State Party and Dick Humphrey, as Treasurer, violated 2 U.S.C. § 441b of the Federal Election Campaign Act, as amended, ("Act") and 11 C.F.R. § 102.6(a)(1)(iv) of the Commission's Regulations. Specifically the Commission determined that the Alabama Democratic State Party and Dick Humphrey, as Treasurer, transferred funds collected from non-permissible sources to the Democratic National Committee as advances for a joint fundraising event (the Democratic National Telethon). As part of its investigation into this matter, the Commission requests that answers be provided to the following interrogatories.

- 1. a) Was any of the money contained in your non-Federal account attributable to corporate contributions?
 b) If so, state the total amount of funds in your non-Federal account which had a corporate source.
- 2. a) Was any of the money contained in your non-Federal account attributable to labor union contributions?
 b) If so, state the total amount of funds in your non-Federal account which had a union source.
- 3. a) Was any of the money contained in your non-Federal account attributable to other non-permissible sources under the Act? (See, e.g., 2 U.S.C. §§ 441c, 441e and 441f).
 b) If so, state the total amount of funds in your non-Federal account which came from other non-permissible sources.
- 4. Please submit a copy of the joint fundraising agreement executed between the Alabama Democratic State Party and the Democratic National Committee, covering the Democratic National Telethon.

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INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS FOR THE DEMOCRATIC STATE CENTRAL COMMITTEE

On , 1985, the Federal Election Commission ("Commission") determined there was reason to believe the Democratic State Central Committee and Maureen G. Satti, as Treasurer, violated 2 U.S.C. § 441b of the Federal Election Campaign Act, as amended, ("Act") and 11 C.F.R. § 102.6(a)(1)(iv) of the Commission's Regulations. Specifically the Commission determined that the Democratic State Central Committee and Maureen G. Satti, as Treasurer, transferred funds collected from non-permissible sources to the Democratic National Committee as advances for a joint fundraising event (the Democratic National Telethon). As part of its investigation into this matter, the Commission requests that answers be provided to the following interrogatories.

- 1. a) Was any of the money contained in your non-Federal account attributable to corporate contributions?
 - b) If so, state the total amount of funds in your non-Federal account which had a corporate source.
- 2. a) Was any of the money contained in your non-Federal account attributable to labor union contributions?
 - b) If so, state the total amount of funds in your non-Federal account which had a union source.
- 3. a) Was any of the money contained in your non-Federal account attributable to other non-permissible sources under the Act? (See, e.g., 2 U.S.C. §§ 441c, 441e and 441f).
 - b) If so, state the total amount of funds in your non-Federal account which came from other non-permissible sources.
- 4. Please submit a copy of the joint fundraising agreement executed between the Democratic State Central Committee, and the Democratic National Committee, covering the Democratic National Telethon.

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INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS FOR THE DEMOCRATIC EXECUTIVE COMMITTEE OF FLORIDA

On _____, 1985, the Federal Election Commission ("Commission") determined there was reason to believe the Democratic Executive Committee of Florida and Monnie J. Yungkans, as Treasurer, violated 2 U.S.C. § 441b of the Federal Election Campaign Act, as amended, ("Act") and 11 C.F.R. § 102.6(a)(1)(iv) of the Commission's Regulations. Specifically the Commission determined that the Democratic Executive Committee of Florida and Monnie J. Yungkans, as Treasurer, transferred funds collected from non-permissible sources to the Democratic National Committee as advances for a joint fundraising event (the Democratic National Telethon). As part of its investigation into this matter, the Commission requests that answers be provided to the following interrogatories.

- 1. a) Was any of the money contained in your non-Federal account attributable to corporate contributions?
 b) If so, state the total amount of funds in your non-Federal account which had a corporate source.
- 2. a) Was any of the money contained in your non-Federal account attributable to labor union contributions?
 b) If so, state the total amount of funds in your non-Federal account which had a union source.
- 3. a) Was any of the money contained in your non-Federal account attributable to other non-permissible sources under the Act? (See, e.g., 2 U.S.C. §§ 441c, 441e and 441f).
 b) If so, state the total amount of funds in your non-Federal account which came from other non-permissible sources.
- 4. Please submit a copy of the joint fundraising agreement executed between the Democratic Executive Committee of Florida, and the Democratic National Committee, covering the Democratic National Telethon.

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INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS FOR THE WASHINGTON STATE DEMOCRATIC CENTRAL COMMITTEE

On , 1985, the Federal Election Commission ("Commission") determined there was reason to believe the Washington State Democratic Central Committee and Clay Beck, as Treasurer, violated 2 U.S.C. § 441b of the Federal Election Campaign Act, as amended, ("Act") and 11 C.F.R. § 102.6(a)(1)(iv) of the Commission's Regulations. Specifically the Commission determined that the Washington State Democratic Central Committee and Clay Beck, as Treasurer, transferred funds collected from non-permissible sources to the Democratic National Committee as advances for a joint fundraising event (the Democratic National Telethon). As part of its investigation into this matter, the Commission requests that answers be provided to the following interrogatories.

- 1. a) Was any of the money contained in your non-Federal account attributable to corporate contributions?
 b) If so, state the total amount of funds in your non-Federal account which had a corporate source.
- 2. a) Was any of the money contained in your non-Federal account attributable to labor union contributions?
 b) If so, state the total amount of funds in your non-Federal account which had a union source.
- 3. a) Was any of the money contained in your non-Federal account attributable to other non-permissible sources under the Act? (See, e.g., 2 U.S.C. §§ 441c, 441e and 441f).
 b) If so, state the total amount of funds in your non-Federal account which came from other non-permissible sources.
- 4. Please submit a copy of the joint fundraising agreement executed between the Washington State Democratic Central Committee, and the Democratic National Committee, covering the Democratic National Telethon.

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INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS FOR THE WEST VIRGINIA STATE DEMOCRATIC EXECUTIVE COMMITTEE

On , 1985, the Federal Election Commission ("Commission") determined there was reason to believe the West Virginia State Democratic Executive Committee and Deborah F. Phillips, as Treasurer, violated 2 U.S.C. § 441b of the Federal Election Campaign Act, as amended, ("Act") and 11 C.F.R. § 102.6(a)(1)(iv) of the Commission's Regulations. Specifically the Commission determined that the West Virginia State Democratic Executive Committee and Deborah F. Phillips, as Treasurer, transferred funds collected from non-permissible sources to the Democratic National Committee as advances for a joint fundraising event (the Democratic National Telethon). As part of its investigation into this matter, the Commission requests that answers be provided to the following interrogatories.

- 1. a) Was any of the money contained in your non-Federal account attributable to corporate contributions?
 - b) If so, state the total amount of funds in your non-Federal account which had a corporate source.
- 2. a) Was any of the money contained in your non-Federal account attributable to labor union contributions?
 - b) If so, state the total amount of funds in your non-Federal account which had a union source.
- 3. a) Was any of the money contained in your non-Federal account attributable to other non-permissible sources under the Act? (See, e.g., 2 U.S.C. §§ 441c, 441e and 441f).
 - b) If so, state the total amount of funds in your non-Federal account which came from other non-permissible sources.
- 4. Please submit a copy of the joint fundraising agreement executed between the West Virginia State Democratic Executive Committee, and the Democratic National Committee, covering the Democratic National Telethon.

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FEDERAL ELECTION COMMISSION

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