



FEDERAL ELECTION COMMISSION
Washington, DC 20463

Case Number: ADR 265

Source: MUR 5543

Case Name: Jim Feldkamp for Congress

NEGOTIATED SETTLEMENT

This matter was initiated by a signed, sworn and notarized complaint filed by Neel Pender on behalf of the Democratic Party of Oregon. Following a review of the matter and in an effort to promote compliance with the Federal Election Campaign Act of 1971, as amended ("the FECA"), and to resolve this matter, the Federal Election Commission (the "Commission") entered into negotiations with Bruce Harvie on behalf of Jim Feldkamp for Congress and Ronald D. Calkins, Treasurer (the "Respondents" or the "Committee"). It is understood that this agreement will have no precedential value relative to any other matters coming before the Commission.

Negotiations between the Commission and Respondents have addressed all the issues raised in this matter. The parties have agreed to resolve the matter according to the following terms:

1. The Commission has entered into this agreement as part of its responsibility for administering the Federal Election Campaign Act and in an effort to promote compliance with the FECA on the part of the Respondents. The Commission's use of ADR procedures is authorized in "The Administrative Dispute Resolution Act of 1996", 5 U.S.C. § 572 and is an extension of 2 U.S.C. § 437g.
2. Respondents have voluntarily entered into this agreement with the Commission.
3. The complainant alleges that Respondents failed to disclose on the Committee's 2004 July Quarterly Report travel costs associated with fundraising trips to Washington D.C. and the Silicon Valley in May and June 2004 respectively. The complaint also contends that costs associated with fund-raising, including in-kind, must be disclosed in reports to the Commission.
4. Travel expenses paid for by a candidate from personal funds, or from a source other than a political committee, shall constitute reportable expenditures if the travel is campaign related. 11 C.F.R. § 106.3(b)(1). Where a candidate's trip involves both campaign-related and non-campaign related stops, the expenditures allocable for campaign purposes are reportable. 11 C.F.R. § 106.3(b)(2).
5. Where a candidate conducts any campaign-related activity in a stop, the stop is a campaign-related stop and travel expenditures made are reportable. Campaign-related activity shall not include any incidental contacts. 11 C.F.R. § 106.3(b)(3).
6. Respondents contend that the alleged "campaign-related activity" occurred during a personal trip to Silicon Valley and involved incidental encounters, during a birthday celebration, with two venture capitalists from the area. Respondents acknowledged

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that the trip to Washington D.C. to attend training of the candidate's Naval Reserve unit based in Northern Virginia also included attendance at a fund-raising events held on behalf of the candidate.

7. In order to resolve this matter and avoid similar errors in the future, Respondents agree to: 1) amend the Committee's 2004 July Quarterly Report, in accordance with the Commission's regulations, to reflect the candidate's expenditures for the May 2004 travel to Washington D.C.; 2) to establish and maintain a resource center to guide Committee staff in complying with the requirements of the FECA; and 3) pay a civil penalty of \$300.
8. Respondents agree that all information provided to resolve this matter is true and accurate to the best of their knowledge and that they sign this agreement under penalty of perjury pursuant to 28 U.S.C. § 1746.
8. The parties agree that if Respondents fail to comply with the terms of this settlement, the Commission may undertake civil action in the U.S. District Court for the District of Columbia to secure compliance and/or forward any outstanding civil penalty to the U.S. Treasury for collection.
9. This agreement will become effective on the date signed by all the parties and approved by the Commission. Respondents shall comply with the terms of this settlement within thirty (30) days of the effective date of the agreement.
10. This Negotiated Settlement constitutes the entire agreement between the parties on ADR 265/MUR 5453 and effectively resolves this matter. No other statement, promise or agreement, either written or oral, made by either party, not included herein, shall be enforceable.

FOR THE COMMISSION:

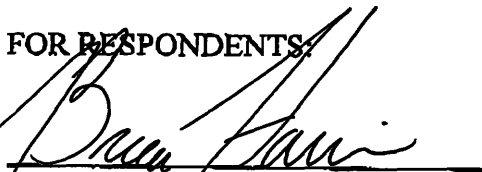
Allan D. Silberman,
Director, Alternative Dispute Resolution Office



Allan D. Silberman

Oct. 31, 2005
Date

FOR RESPONDENTS:



Bruce Harvie, on behalf of
Jim Feldkamp for Congress

9/30/05
Date

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