



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

June 22, 2021

Steve Been  
1101 Pine Street  
Tallahassee, FL 32303

Re: ADR 991 (P-MUR 647)

Leon County Democratic Executive Committee (C00766964)  
and Kevin Richard Carpenter, Treasurer

Dear Steve Been:

Enclosed is the signed copy of the Negotiated Settlement resolving the above-shown matter. The Negotiated Settlement was approved by the Commission on June 16, 2021 – the effective date of the agreement.

Note the specific time frames for compliance detailed in the agreement. Please forward to this office, a statement confirming Respondent's compliance with each term. The letter should note the dates on which Respondents satisfied each of the terms and contain the ADR case number. For your convenience, a compliance chart is attached.

Under the terms of the agreement, a civil penalty in the amount of \$800 is due by December 16, 2021. Kindly review the attached payment instructions for details on payment methods and the collection of unpaid debts.

As you are aware, the Negotiated Settlement will be made part of the record that is released to the public. The Commission will also place on the record copies of the complaint/referral, correspondence exchanged between your office and this office prior to our negotiations, and reports prepared for the Commission by this office to assist in its consideration of this matter. The Commission is obliged by Federal statute to place on the public record documents in closed enforcement and alternative dispute resolution cases; accordingly, copies of documents relative to this matter will be forwarded shortly to the FEC's Public Records Office.

This agreement resolves this matter. I appreciate your assistance in effectively resolving this matter and bringing the case to a mutually acceptable conclusion.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Roche", with a horizontal line extending to the right.

Krista J. Roche  
Director  
Alternative Dispute Resolution Office

Enc: Payment Instructions  
Compliance Chart  
Negotiated Settlement

## **ADRO Civil Penalty Payment Instructions**

You may remit payment by credit card, debit card, or ACH withdrawal from your bank account through Pay.gov, the federal government's secure portal for online collections. Visit [www.fec.gov/adrpayment](http://www.fec.gov/adrpayment) to be directed to Pay.gov's FEC ADR Payment form.

### **Unpaid Civil Penalties**

Unpaid civil money penalties will be subject to the Debt Collection Act of 1982 ("DCA") as amended by the Debt Collection Improvement Act of 1996 ("DCIA"), 31 U.S.C. § 3701 et seq. If you do not pay this debt within 30 days (or file a written petition to a federal district court - see below), the Commission will transfer the debt to the U.S. Department of the Treasury ("Treasury") for collection. Within 5 days of the transfer to Treasury, Treasury will contact you to request payment. Treasury currently charges a fee of 30% of the civil money penalty amount for its collection services. If the age of the debt is greater than or equal to two years old, Treasury will charge a fee of 32% of the civil money penalty amount for its collection services. The fee will be added to the amount of the civil money penalty that you owe. Should Treasury's attempts fail, Treasury will refer the debt to a private collection agency ("PCA"). If the debt remains unpaid, Treasury may recommend that the Commission refer the matter to the Department of Justice for litigation.

Actions which may be taken to enforce recovery of a delinquent debt by Treasury may also include: (1) offset of any payments, which the debtor is due, including tax refunds and salary; (2) referral of the debt to agency counsel for litigation; (3) reporting of the debt to a credit bureau; (4) administrative wage garnishment; and (5) reporting of the debt, if discharged, to the IRS as potential taxable income. In addition, under the provisions of DCIA and other statutes applicable to the FEC, the debtor may be subject to the assessment of other statutory interest, penalties, and administrative costs.

In accordance with the DCIA, at your request, the agency will offer you the opportunity to inspect and copy records relating to the debt, the opportunity for a review of the debt, and the opportunity to enter into a written repayment agreement.

**ADR 991 Compliance Chart**

<b>Type</b>	<b>Date Due</b>
Certify that a representative of the Committee participated in an FEC conference, webinar, or other training program developed in consultation with the FEC's Information Division	6/16/2022
Designate a compliance specialist	7/16/2021



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

Case Number: ADR 991

Source: P-MUR 647

Case Name: Leon County Democratic Executive Committee

## NEGOTIATED SETTLEMENT

This matter was initiated by a *sua sponte* submission. Following review of the matter, and in an effort to promote compliance with the Federal Election Campaign Act of 1971, as amended, (FECA) and resolve this matter, the Federal Election Commission (Commission) entered into negotiations with Steve Been representing Leon County Democratic Executive Committee and Kevin Richard Carpenter, in the official capacity of Treasurer (the Committee or Respondents). 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 addressed the issues raised in this referral. The parties agree to resolve the matter according to the following terms:

1. The Commission entered into this agreement as part of its responsibility for administering the FECA, and in an effort to promote compliance on the part of Respondents. The Commission's use of alternative dispute resolution procedures (ADR) is guided by "The Administrative Dispute Resolution Act of 1996," 5 U.S.C. § 572 and is an extension of 52 U.S.C. § 30109.
2. Respondents voluntarily enter into this agreement with the Commission.
3. On December 14, 2020, Respondents filed a *sua sponte* submission stating that as of August 31, 2020, the Committee received over \$5,000 in contributions and therefore, met the registration and reporting requirements of a federal political committee. In September 2020, the Committee also made \$32,648 in independent expenditures for mailings in support of federal candidates participating in the 2020 general election which were required to be disclosed on 48-Hour Reports. On January 21, 2021, the Committee filed a Statement of Organization (FEC Form 1) registering as a local party committee. On January 31, 2021, the Committee filed a 2020 Year-End Report covering January 1, 2020, through December 31, 2020.
4. The Act defines a "political committee" to include any local committee of a political party committee 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 52 U.S.C. §30101 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. 52 U.S.C. §30101(4), §30101(20)(B) and 11 C.F.R. § 100.5(c).

5. A person, including a political committee, that makes or contracts to make independent expenditures aggregating \$10,000 or more at any time up to and including the 20<sup>th</sup> day before the date of an election shall file a report describing the expenditures within 48 hours. 52 U.S.C. § 30104(g)(2), 11 C.F.R. § 104.4(b)(2).
6. Treasurers of political committees are required to report all financial activity, including all receipts, disbursements, and debts, pursuant to the FECA. 52 U.S.C. §§ 30104(b)(2), (4), and (8), 11 C.F.R. §§ 104.3(a), (b), and (d).
7. The Committee states that, as a county-level party organization, it was unaware that its activities could trigger federal reporting obligations. The Committee also states that it only accepted contributions from individuals, and no single contributor donated more than \$1,500. Finally, the Committee states it has taken corrective action by having its records reviewed, consulting with the state party committee, and proposing changes to its bylaws to require compliance with state and federal campaign finance law.
8. Respondents, in an effort to avoid similar errors in the future, agree to: (a) certify that a representative of the Committee participated in an FEC conference, webinar, or other training program developed in consultation with the FEC's Information Division within twelve (12) months of the effective date of this agreement; (b) designate a compliance specialist within thirty (30) days of the effective date of this agreement; and (c) pay a civil penalty of \$800 within six (6) months of the effective date of this agreement.
9. 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.
10. 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. Unpaid civil money penalties are subject to the Debt Collection Act of 1982 as amended by the Debt Collection Improvement Act of 1996 (DCIA), 31 U.S.C. § 3701 et seq. The Commission will transfer debt to the United States Department of the Treasury (Treasury) for collection.
11. This agreement shall become effective on the date signed by all parties and approved by the Commission. Respondents shall comply with the terms of this agreement as set out in paragraph 8 above, and shall certify compliance with the above settlement terms in writing to the Alternative Dispute Resolution Office on or before the date each term becomes due.
12. This Negotiated Settlement constitutes the entire agreement between the parties on ADR 991 (P-MUR 647), and resolves those issues identified in paragraph 3 above. No other statement, promise or agreement, either written or oral, made by either party, not included herein, shall be enforceable.

FOR THE COMMISSION:

Krista J. Roche, Director  
Alternative Dispute Resolution Office

Krista J. Roche

6/16/2021

Date Signed

FOR THE RESPONDENTS:

Steve Been Kevin Carpenter

Steve Been  
Representing Leon County Democratic Executive  
Committee and Kevin Richard Carpenter, Treasurer

6/2/2021 6/7/2021  
Date Signed