

# The Nation

## Raising Money for Losers

By LESLIE WAYNE

THE guest list was top drawer, headed by President Clinton and both of New York's Democratic Senators. But even with that political star power, hardly anyone wanted to come to Geraldine A. Ferraro's \$1,000-a-person fund-raiser to pay off her campaign debts. So late last month, just 48 hours before cutting in time, she called the whole thing off.

With nearly \$1 million in debt after having raised \$9 million for her failed Senate primary bids in 1998 and 1992 — including \$400,000 from her own pocket — Ms. Ferraro has joined the ranks of unsuccessful candidates who discover that beyond the humiliation of defeat lies another, harsh reality: a mountain of debt, with few easy prospects for paying it off.

"I had the optimum circumstances," Ms. Ferraro said in an interview. "And we still couldn't push the event forward to raise money. This is a tough place to be in. I'm just tired of asking people for money."

Whether they are well-known faces or ordinary people who run for Congress, losing candidates find that just because the election is over doesn't mean the fund-raising stops. But if it was tough raising money in the heat of a campaign, try fund-raising after Election Day, as the bills from pollsters, the telephone company and postcard-makers keep rolling in.

Alfonse M. D'Amato spent \$24.2 million in his losing bid to keep his Senate seat last year. Now he's left with \$300,000 in debts, and the donors who supported him when he was in office are nowhere to be seen — or have already given him the maximum \$2,000 allowed by law.

"When you are in office, it's no big deal to raise money," said Mr. D'Amato, whose fund-raising prowess in the Senate was legendary. Now the Wall Street executives and powerful New Yorkers who once supported him have moved on. "People's priorities are to help the incumbent," he said.

To pay off debts, Mr. D'Amato has sent two direct-mail letters begging for donations. "My mother always told me to own up and pay debts and that's what we are trying to do," said Mr. D'Amato, reading from the text of one letter. So far, the letters have brought in only around \$30,000, Mr. D'Amato said.

Part of the problem is a collision of two facts of life about campaigning. It costs more than ever to run for Congress — last year was the most expensive mid-term election, breaking the \$1 billion barrier. At the same time, donors — whether ordinary citizens or lobbyists — cannot donate more than \$2,000 per election. This means that losing candidates have to seek out new donors who either never gave to them before Election Day or who have not "maxed out" in campaign finance parlance, and given their entire \$2,000.

"I have a feeling that there should be a change in the law to allow separate post-election fund-raising committees, like a legal defense fund," Ms. Ferraro said. "This would allow a losing campaign to set up a committee to pay off debt. I've had lots of people sending me checks, and I've had to send the money back to them because they've already maxed out to me."

Other big names with big debt include Republican Lauch Faircloth, who spent \$9.4 million and lost his North Carolina Senate

### In the Red

Winners and losers who emerged from the 1998 Congressional general election with the largest campaign debts.

Those who won ...	PARTY/STATE	RACE	SPENDING (1997-98 election cycle)	ACCUMULATED DEBT* (Includes any debt from previous campaigns)
Peter G. Fitzgerald	R-Ill.	Senate	\$17,678,000	\$11,769,000
John R. Edwards	D-N.C.	Senate	8,331,000	6,150,000
Robert F. Bennett	R-Utah	Senate	1,546,000	1,673,000
Christopher B. Cannon	R-Utah	House	572,000	1,663,000
Douglas A. Ose	R-Calif.	House	2,373,000	1,459,000
... and those who lost				
Phillip J. Maloof	D-N.M.	House	\$8,021,000	\$5,025,000
Michael J. Coles	D-Ga.	House	5,275,000	3,645,000
Lauch Faircloth	R-N.C.	Senate	9,376,000	1,700,000
Robert D. Greenlee	R-Col.	House	1,883,000	1,172,000
Randy D. Hoffman	R-Calif.	House	1,041,000	\$11,000

Source: Public Disclosure Inc.

\* As of Dec. 31, 1998



An invitation to last month's fund-raiser.

seat. He's \$1.7 million in debt and has sent out letters to North Carolina businessmen soliciting funds. Legendary among debt-laden politicians is Senator John Glenn, who is still trying to raise money to pay off \$2.5 million from his failed 1984 Presidential bid.

"It's one thing if you are still in politics," said Ken Gross, an election law attorney in Washington. "But once you are not going to run again, it becomes nearly impossible. Look at John Glenn. He is truly famous. He is a hero and, for those reasons, he might have some hope of raising money. But even he has had insurmountable difficulties in doing it."

If it's tough for Mr. Glenn, what about unknown candidates like Paul Barby, a Democrat from Oklahoma who failed in his bid for a House seat and now owes \$570,000. "I have no choice but to eat it," he said. "There is no way to recoup it unless I go begging."

Joe Turnham, a salesman who lost a race for a House seat in Alabama is paying off his \$50,000 debt from his household budget. "With what I've paid back, I could have sent my kids to a nice four-year college," he said. "It really takes the Horatio Alger element out of running for Congress."

Any money loaned by candidates to their own campaigns doesn't have to be paid off. Candidates can absorb that loss personally

though it cannot be claimed as a tax deduction. Money owed to vendors, by Federal law, must be paid back, either through donations or personally, though the law allows any candidate, after the election, to negotiate these sums down to a lower level. In reality, leftover campaign debts can linger on for years, with the Federal Election Commission slow to pursue candidates to get them to pay vendors.

Still, many losing candidates say paying off bills is a matter of personal pride. Scott West, a university administrator in Wisconsin who failed last year to upset David R. Obey, the ranking Democrat on the House Appropriations Committee, has used his own money to whittle down his \$120,000 campaign debt to \$60,000 by expanding his consulting business. "I'm an honorable person and I've got to raise those dollars," Mr. West said. "We had trouble raising money when I had a chance to win. Getting people to back you up after the fact is difficult."

Then there is the opposite case: Incum-

### Defeated political candidates find that the hardest campaign is the one to pay off their debts.

bents who leave office with large campaign war chests. Since 1993, they have been unable to use this money on personal expenses and must either give it to other candidates or to charity. For many who leave Congress, this nest egg is invaluable, especially if they turn to lobbying, as many do, and need cash to spread around Congress.

Representative Robert L. Livingston Jr., the Louisiana Republican who stepped down last year as House Speaker and is now a Washington lobbyist, left office with \$400,000. He has given \$30,000 to charity and says he gets "four or five" requests a day from debt-laden incumbent officeholders for support.

"I played golf the other day with Tom Davis," said Mr. Livingston, referring to the Republican Congressman from Virginia, "and he had lots of ideas on how to spend the money."

# THE PRIMACY GROUP

3609 4th Ave., San Diego, CA 92103  
619/295-6923 FAX: 619/295-0487

## AGREEMENT

This is an agreement between The Primacy Consulting Group Inc., 3609 Fourth Ave., San Diego, CA 92103, a political consulting firm, hereinafter referred to as "Consultant," and -----, a candidate for -----, hereinafter referred to as "Client," whereby the consultant agrees to provide consultant services in support of the client's campaign for election to the position of ----- on -----, hereinafter referred to as "the Campaign."

### 1. Services to be provided.

In the ----- election for -----, the consultant hereby agrees to provide advice and assistance in support of the client's campaign. Said advice and assistance shall include, but not be limited to, the following:

- a. Development of a Campaign Plan and budget.
- b. Assistance in the execution of said campaign plan including advice on the organization and supervision of campaign staff, advice and assistance for said campaign staff, and the retention and supervision of vendors for services related to said plan.
- c. Development of the Campaign Strategy and Message and the production of all voter communication materials, including but not limited to brochures, mailers, signs, phone scripts, follow up letters, and other similar materials.
- d. Attendance at campaign meetings as needed and telephone consultation as needed.

### 2. Payment for consultant services.

The client hereby agrees to compensate the consultant as follows for the above described services:

- a. A monthly retainer totaling -----, payable according to the following schedule:
  - ----- upon signing this Agreement.
  - ----- on the first of every month, commencing -----.
- b. A bonus of -----, payable only if the client wins election to the post of -----.

### 3. Reimbursement for approved expenditures.

- a. All expenses incurred by the consultant associated with providing the services described above, including transportation, long distance phone charges, meals and other associated items, will be paid by the client upon presentation of an itemized accounting.

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- b. Should the client choose to authorize the consultant to incur any direct expenses on behalf of the campaign, said expenses - including production and printing of materials, COGS signs, radio TV or newspaper advertising - shall be approved by the client in advance and shall be paid by the client upon presentation of an itemized accounting of said expenses.

5. Hold Harmless Clause.

The client shall assume full responsibility for reviewing and approving all printed materials, radio and television advertisements and any other materials produced by the consultant in support of the client's campaign. Should any of the above described advertisements or materials result in liability claims, including but not limited to libel, slander, copyright or trademark infringement, the client shall assume personal responsibility for defending himself and the consultant from said claims.

6. Termination.

This agreement may be terminated in whole or in part by either party with 30 days written notice, except that the bonus provision contained in Section 2(b), shall remain in effect if the contract is terminated within 60 days of the election.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, ----.

\_\_\_\_\_  
Larry Remer for  
The Primacy Group

\_\_\_\_\_  
----- for himself and for  
----- for City Council

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THE CITY OF

# SAN DIEGO

CITY ADMINISTRATION BUILDING • 202 C STREET • SAN DIEGO, CALIF. 92101

CHARLES G. ABDELNOUR, J.D.  
City Clerk, C.M.C.

Office of the  
CITY CLERK  
533-4000

March 6, 1998

Marvin Douglas Hendrix  
P. O. Box 712200  
San Diego, CA 92171

Dear Mr. Hendrix:

I have received your letters of March 2 and March 4, requesting that I declare Juan Vargas ineligible to serve as Councilmember for District 8 for the 1998-2002 term. You contend that Mr. Vargas has served two consecutive terms of sufficient length that San Diego City Charter Section 12(f) prohibits him from running again.

As you are aware, the City Attorney addressed this matter in a Memorandum of Law dated September 24, 1997. I concur with the Attorney's opinion that Mr. Vargas is not precluded from running for the District 8 Council seat in 1998.

Mr. Vargas filed his nominating papers for that seat in a timely manner. Should he qualify for the ballot, I will not exclude him from it because of term limits imposed by Charter Section 12(f).

Best regards,

Charles G. Abdelnour  
City Clerk

cc: City Attorney



DIVERSITY

44-403-1645

Handwritten signature: Jerry C.

MARVIN DOUGLAS HENDRICK  
ATTORNEY AT LAW  
P.O. BOX 712200  
SAN DIEGO, CA. 92171  
(619) 296-2361

March 2, 1998

Charles G. Abdelnour  
City Clerk  
San Diego, Ca.

Re: Confidential request that Juan Vargas be declared  
ineligible to serve as Council member for the  
eighth district for the 1998-2002 term.

Dear Mr. Abdelnour:

I submit this letter in confidence so as not to unduly influence  
the upcoming election. If you cannot maintain confidentiality on  
this issue, then please consider this request anyway.

I represent a resident of district eight who contends City  
Charter section 12 (f) prohibits Juan Vargas from serving as  
Council member for that district for the upcoming four-year term  
beginning December 1998 and ending December 2002. Therefore, I  
request that you, in your capacity as City Clerk, disqualify Mr.  
Vargas from serving as councilperson during that term (provided  
that he wins the upcoming election).

Charter section 12 (f) limits a person to two consecutive four-  
year terms in office. It states, in relevant parts:

"Notwithstanding any other provision of this  
Charter and commencing with elections held in 1992,  
no person shall serve more than two consecutive  
four-year terms as a Council member from any  
particular district. If for any reason a person  
serves a partial term as Council member from a  
particular district in excess of two (2) years,  
that partial term shall be considered a full term  
for purposes of this term limit provision. ..."

Mr. Vargas has served two consecutive four-year terms as Council  
member for the eighth district within the meaning of section 12  
(f). Although the terms he served were less than four years,  
they were "full" terms under section 12 (f) because they were  
"partial" terms in excess of two years. Mr. Vargas served two  
years, nine months during the 1991-1995 term (he served from  
February 1993 to December 1993 and from December 1993 to December  
1995). He served all three years during the three-year term of  
1995-1998.

March 2, 1998  
Charles Abdelnour  
Eligibility of Juan Vargas

I recognized that the City Attorney's Office has concluded that Mr. Vargas has served only one term, and that you, as City Clerk, must abide by that conclusion. However, the City Attorney's conclusion is wrong, and I will challenge that conclusion in court if I cannot convince them to change their position.

Thus, I file this letter for two reasons: 1. to have you consult with the City Attorney and request that they change their position; and, 2. to exhaust all administrative remedies so that my client will have standing to litigate the issue in court.

The City Attorney concluded that Mr. Vargas did not serve a "full" term during the 1991-1995 term because he served two "partial" terms, both of which were less than two years. The City Attorney acknowledged, however, that if Mr. Vargas served only one "partial" term during the 1991-1995 term, it would be a full term under section 12 (f).

The conclusion that Mr. Vargas served two partial terms during the 1991-1995 term is fundamentally flawed because it is contrary to the intent of the People when they enacted section 12 (f). It also ignores the specific language of section 12 (f), defies the position taken by the City Attorney when section 12 (f) was being introduced, and disregards the history of the section.

The intent of Section 12 is clear and unambiguous. Its purpose is to limit terms in office by Council members because of the advantage incumbents have when seeking re-election. It also holds that if a person serves as Council member in excess of two years such service is a full term for purposes of term limits. The City Attorney's position ignores this intent and the language of section 12 (f).

First and foremost, the two terms Mr. Vargas served during the 1991-1995 term are not partial terms when viewed individually. A term in office can be a "partial term" under section 12 (f) only if it is considered within the entire four-year term. Therefore, the two terms Mr. Vargas served during the 1991-1995 term must be added together in order to determine whether he served a full term.

If considered separately, the two terms Mr. Vargas served during the 1991-1995 term are not partial terms, but are complete terms. For instance, the term Mr. Vargas served from February 1993 to December 1993 was not a partial term. It was a complete "caretaker" term. It had a specific starting point and a specific ending point.

March 2, 1998  
Charles Abdelnour  
Eligibility of Juan Vargas

The second term he served during the 1991-1995 term was also not a partial term. In fact, it was listed on the ballot as a "two year term," and also had a specific starting and ending point.

In this regard, the phrases "four-year term," "partial term," and "full term" are terms of art, and must be considered together in order to determine if section 12 (f) applies. If not, section 12 (f) would have little meaning and no force behind it.

For instance, under the City Attorney's position, a person could serve every day of a four-year term as Council member from a particular district and not have that term count as a full term, as long as it was broken down into two separate terms (both of which were less than two years). This would be ridiculous and would create a loop hole in section 12 (f) which would be contrary to the intent of the People. Obviously, when the People enacted section 12 (f) they did not intend to allow a Council member to escape the term limit prohibition simply by serving two years in office, resigning, and then winning re-election for the remaining two years of that term.

Therefore, when a Council member serves multiple, individual terms in office during a single, four-year term, all such individual terms must be added together to determine if the partial term is in excess of two years and thus a full term.

Additionally, the use of the phrase "If for any reason" to modify the phrase "a person serves a partial term as Council member from a particular district in excess of two (2) years, that partial term shall be considered a full term for purposes of this term limit provision," clearly shows that the City Attorney's position is wrong. The City Attorney's position is nothing more than a "reason" why Mr. Vargas' first term in office should not be considered a "full" term even though it was in excess of two years.

Moreover, when this issue arose during the hearings on section 12 (f), the City Attorney took the position that if a person is elected or appointed to multiple terms on the city council during a four year term, all such terms are added together. That's why they included the phrase "If for any reason" in section 12 (f).

Finally, the history of section 12 (f) shows the intent was to add multiple, individual terms in order to determine if the partial term was a full term.

When the idea of term limits was first considered, the City Council requested that the City Attorney draft an ordinance to be

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March 2, 1998  
Charles Abdelnour  
Eligibility of Juan Vargas

placed on the ballot. Any term limit provision required that the City Chapter be amended, which could be accomplished only by a ballot initiative. The City Attorney obtained language from similar ordinances used by other cities to imposed term limits and presented such language to the City Council.

Under city law during that time, when a vacancy occurred on the City Council, the City Council could appoint a person to the office or cause an election to be held to fill the seat. However, whether by appointment or election, the term in office was to last only until the next regularly scheduled municipal election. The winner of that election would fill the seat for the remaining portion of the term. Thus, at that time, a person could serve two (or more) terms during a full, four-year term.

When the term limit initiative was being consider, the City Council also considered changing the way in which vacancies were filled. This created a potential inconsistency, so the council placed two propositions on the 1992 ballot: one for term limits and the other to change the ways in which vacancies were filled.

This clearly shows that the City Council considered and/or recognized that a person could serve two terms during a four-year term. When asked what would be the impact of a person's serving multiple terms, the Deputy City Attorney informed the Council that the use of the language "if for any reason" would control and that if a person served a term in excess of two years, that would be a full term.

In conclusion, the language and history of section 12 (f) shows Mr. Vargas is prohibited from serving another consecutive term on the City Council. I request that you issue an order and disqualify him from such service.

Thank you,

Marvin Douglas Hendrix  
Marvin Douglas Hendrix.



MARVIN DOUGLAS HENDON  
ATTORNEY AT LAW  
P.O. BOX 712200  
SAN DIEGO, CA. 92171  
(619) 296-2361

incoming letter

RECEIVED  
CITY CLERK'S OFFICE

03 MAR -5 PM 12:55

SAN DIEGO, CALIF. *CH*

March 4, 1998

Charles G. Abdelnour  
City Clerk  
San Diego, Ca.

Re: Request that Juan Vargas be declared ineligible  
to serve as Councilmember for the Eighth District  
for the 1998-2002 term.

Dear Mr. Abdelnour:

I represent several residents of District Eight who contend City Charter section 12 (f) prohibits Juan Vargas from serving as Councilmember for the district for the upcoming four-year term beginning December 1998 and ending December 2002. I have researched the law and reviewed the background materials on this issue, and conclude that my clients are correct.

I therefore request that you, in your capacity as City Clerk, disqualify Mr. Vargas from serving as Councilperson for District Eight during the 1998-2002 term. I further request that you exclude him from the ballot in the upcoming June primary election; and if not, that you preclude him from taking office (provided, of course, that he wins the election).

Charter section 12 (f) limits a person to two consecutive four-year terms in office. It states, in relevant parts:

"Notwithstanding any other provision of this Charter and commencing with elections held in 1992, no person shall serve more than two consecutive four-year terms as a Councilmember from any particular district. If for any reason a person serves a partial term as Councilmember from a particular district in excess of two (2) years, that partial term shall be considered a full term for purposes of this term limit provision. ..."

Mr. Vargas has served two consecutive four-year terms as Councilmember for the Eighth District within the meaning of section 12 (f), and is therefore prohibited from serving a third consecutive

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term. Although the terms he served were less than four years, they were "full" terms under section 12 (f) because they were "partial" terms in excess of two years.

Mr. Vargas served two years, nine months during the 1991-1995 term -- he served from February 1993 to December 1993 and from December 1993 to December 1995. He has served two years, three months of the current 1995-1998 term.

I recognized that the City Attorney's Office has concluded that Mr. Vargas has served only one full term, and that you, as City Clerk, must abide by that conclusion. However, the City Attorney's conclusion is wrong, and I will challenge that conclusion in court if I cannot convince them to change their position. Consequently, I file this letter for two reasons:

1. to have you consult with the City Attorney and request that they change (or re-evaluate) their position; and,
2. to exhaust all administrative remedies so that my clients will have standing to litigate the issue in a court of law.

In a September 1997 memorandum of law, the City Attorney concluded that Mr. Vargas did not serve a "full" term during the 1991-1995 term because he served two "partial" terms, both of which were less than two years. The City Attorney acknowledged, however, that if Mr. Vargas served only one "partial" term during the 1991-1995 term, it would be a full term under section 12 (f).

The conclusion that Mr. Vargas served two partial terms during the 1991-1995 term is wrong and fundamentally flawed. It ignores the specific language of section 12 (f) and contradicts the intent of the citizens of San Diego when they enacted the section. It also defies the position taken by the City Attorney when section 12 (f) was being introduced and disregards the history of the section.

First and foremost, the two terms Mr. Vargas served during the 1991-1995 term are not partial terms when viewed individually. A term in office is a "partial term" under section 12 (f) only if it is considered within the entire four-year term.

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If considered separately, the two terms Mr. Vargas served during the 1991-1995 term are not partial terms, but are complete terms. For instance, the term he served from February 1993 to December 1993 was a complete "caretaker" term. It had a specific starting point and a specific ending point.

The second term he served during the 1991-1995 term was also not a partial term. In addition to having a specific starting and ending point, it was specifically listed on the ballot as a "two year term," and was to complete the unexpired portion of the four-year term.

Since a term in office is a partial term only when it is compared to the full, four-year term, all individual terms during that four-year term constitute the partial term. In this regard, the phrases "four-year term," "partial term," and "full term" are terms of art, and when considered with the other language of section 12 (f), mandate one crucial point:

When a Councilmember serves multiple, individual terms in office during a single, four-year term, all such individual terms must be added together to determine if the partial term is in excess of two years and thus a full term under section 12 (f).

If not, section 12 (f) would have little meaning and absolutely no force behind it.

For instance, under the City Attorney's position, a person could serve every day of a four-year term as Councilmember from a particular district and not have that term count as a full term, as long as the term in office was broken down into two separate terms, both of which were less than two years. This would be ridiculous and would create a loop hole in section 12 (f) which would be in direct opposition to the intent of San Diego citizens when they voted in favor of the term-limit initiative.

Obviously, when the citizens voted to enact section 12 (f) they did not intend to allow a Councilmember to escape the term-limit prohibition simply by serving two years in office, resigning, and then winning re-election for the remaining two years of the term.

the City Council. When the vacancy first occurred, the Council could appoint a person to the office or cause an election to be held to fill the seat. However, whether by appointment or election, that term in office lasted only until the next regularly scheduled municipal election (and was called a caretaker term for that reason). The winner of the subsequent municipal election would serve out the remaining, unexpired portion of the term. This is why Mr. Vargas served two separate terms during the 1991-1995, four-year term.

Before section 12 (f) was submitted to the voters, the City Attorney recognized the possibility that a person could serve multiple terms during a four-year term, and included the phrase "If for any reason" in the proposed initiative to insure that multiple terms would be added together to determine the length of the partial term. The phrase modifies the second sentence of the section and states:

If for any reason a person serves a partial term as Councilmember from a particular district in excess of two (2) years, that partial term shall be considered a full term for purposes of this term limit provision.

The City Attorney's current argument is wrong because it is just an impermissible "reason" why Mr. Vargas' first term in office should not be considered a "full" term even though it was in excess of two years. The phrase "if for any reason" means if for any reason. Thus, the reason Mr. Vargas served two terms during the four-year term is irrelevant. The decisive factor is that he served more than two years during that four-year term.

When the issue of multiple terms arose during the hearings on section 12 (f), the City Attorney took the position my clients advocate today. When asked what would be the impact of a person's serving one, two, or three years on the council, the Deputy City Attorney informed the Council that the use of the language "if for any reason" would control, and that if a person served a term in excess of two years, for any reason, that would be a full term.

Finally, the history of section 12 (f) shows the intent was to add multiple, individual terms in order to determine if the

The intent of Section 12 is clear and unambiguous. Its purpose is to limit terms in office by Councilmembers because of the advantage incumbents have when seeking re-election. Clearly, a person enjoys the advantage of incumbency when he serves more than two years of a four-year term whether or not such service was in one or two individual terms. The key factor is the total time a person served as Councilmember during a four-year term, not the number of individual terms served.

This illustrates the major flaw in the City Attorney's current position -- it requires that you completely ignore the first nine months Mr. Vargas served in office during the 1991-1995 term just because it was a separate electoral term from the other two-year term. That nine-month term cannot be ignored, however, because Mr. Vargas enjoyed the advantages of incumbency while he served in office during that time.

More over, the specific use of the phrase "if for any reason" to modify the sentence on partial terms demonstrates, without a doubt, that multiple terms during a four year-term must be added together when calculating the length of the partial term. The City Attorney included the phrase for that very purpose.

The City Council first considered the idea of term limits in April 1991, and requested that the City Attorney draft an ordinance so that the issue could be placed on the ballot. (Any term limit provision required that the City Chapter be amended, which could be accomplished only by a ballot initiative.)

The City Attorney obtained language from ordinances used by other cities to imposed term limits and drafted the initial term limit ordinance. It was presented to the Council in November 1991, and contained language very similar to the text of section 12 (f).

After several hearings and additional modifications, a new ordinance was drafted in early 1992. The Council approved the ordinance and the term-limit initiative was placed on the ballot for the June 1992 election. It passed overwhelmingly, and section 12 (f) came into existence.

During that same time, city law generally required two different elections to complete a four-year term when a vacancy occurred on

partial term was a full term.

When the term limit initiative was being consider, the City Council also considered changing the way in which vacancies were filled. According to the City Attorney, this created a potential inconsistency because both initiatives were initially contained in one ordinance. To overcome the inconsistency, the Council placed two propositions on the 1992 ballot: one for term limits and the other to change the ways in which vacancies were filled (both of which passed).

This shows that the City Council recognized and considered that a person could serve two terms during a four-year term. It further reinforces the point that the use of the phrase "if for any reason" requires that multiple terms during a four-year term be added together to determine the length of the partial term.

In conclusion, the language and history of section 12 (f) shows Mr. Vargas has served two consecutive terms as Councilperson for District Eight, and is therefore prohibited from serving another consecutive term on the City Council. Accordingly, I request that you issue an order and disqualify him from such service.

Mr. Vargas served two terms in office during the 1991-1995. When added together, the two terms are in excess of two years, and therefore constitute a full term under the term-limit provision of section 12 (f). The fact that Mr. Vargas served two terms during the 1991-1995 term is not a sufficient reason to disregard his total term in office during that term.

Thank you,

Marvin Douglas Hendrix  
Marvin Douglas Hendrix.