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FEDERAL ELECTION COMMISSION
999 E Street, N.W.
Washington, D.C. 20463

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FIRST GENERAL COUNSEL'S REPORT

SENSITIVE

AUDIT REFERRALS: 98-05 and 98-06
AUDIT REFERRAL DATE: July 29, 1998
DATE ACTIVATED: September 8, 1998

EXPIRATION OF STATUE OF
LIMITATIONS: November 1, 2000 to
October 14, 2001
STAFF MEMBERS: J. Duane Pugh Jr.
Jamila I. Wyatt

SOURCE:

AUDIT REFERRALS

RESPONDENTS:

City of San Diego—City Civic Events Fund
1996 Committee on Arrangements for the Republican National
Convention, and Alec Poitevint as its Treasurer
Republican National Committee, and Alec Poitevint as its
Treasurer
San Diego Host Committee/Sail to Victory '96, and Patrick C.
Shea as its Treasurer

**RELEVANT STATUTES
AND REGULATIONS:**

2 U.S.C. § 437
2 U.S.C. § 441b
26 U.S.C. § 9008
11 C.F.R. § 104.13
11 C.F.R. § 107.1
11 C.F.R. § 107.2
11 C.F.R. § 114.1(a)(2)(viii)
11 C.F.R. § 9008.5
11 C.F.R. § 9008.8
11 C.F.R. § 9008.12(b)(7)
11 C.F.R. § 9008.51
11 C.F.R. § 9008.52
11 C.F.R. § 9008.53

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INTERNAL REPORTS CHECKED: Audit Documents
 Disclosure Reports

FEDERAL AGENCIES CHECKED: None

I. GENERATION OF MATTER

Audit Referral 98-05 was generated by an audit of the San Diego Host Committee/Sail to Victory '96 (the "Host Committee") undertaken in accordance with 11 C.F.R. § 9008.54. Audit Referral 98-06 was generated by an audit of the 1996 Committee on Arrangements for the Republican National Convention (the "Convention Committee") undertaken in accordance with 26 U.S.C. § 9008(g) and 11 C.F.R. § 9008.11. The Audit Division's referral materials for both matters are set forth Attachment 1:

The Office of General Counsel believes that Audit Referrals 98-05 and 98-06 should be considered together. Both referrals arise in part from the same alleged in-kind contribution from the Host Committee to the Convention Committee. Audit Referral 98-05 includes the additional issue of the City of San Diego's compliance with 11 C.F.R. § 9008.53 with respect to the operations of its City Civic Events Fund (the "Events Fund").¹ Audit Referral 98-06 includes the additional issue of an alleged in-kind contribution from the Republican National Committee (the "RNC") to the Convention Committee.

The in-kind contributions from the Host Committee and the RNC to the Convention Committee were also addressed by the Commission in its audits of the Convention Committee

¹ As noted on the first page of this report, the five-year statute of limitations will expire between November 1, 2000 and October 14, 2001. The earlier date represents the expiration of a five-year period commencing with the earliest activity, which was the first non-local corporate contribution to the Events Fund. Similarly, the later date represents the expiration of a five-year period commencing with the latest relevant activity, which was the due date for various reports 60 days after the 1996 Republican National Convention.

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and the Host Committee.² The Commission issued a Repayment Determination in the Convention Committee's Audit Report, and in response, the Convention Committee submitted legal and factual materials disputing the Audit Report Repayment Determination and seeking an administrative review of it. The Convention Committee also had an oral hearing before the Commission on the repayment. In light of the overlapping legal issues between the administrative review and this enforcement matter, the legal and factual materials and the transcript from the oral hearing are considered in this Report.

The Commission approved a Statement of Reasons on April 13, 2000. The Commission determined that no repayment was due. In doing so, the Commission concluded that the Host Committee made an in-kind contribution of \$456,957, but also permitted the Convention Committee to offset this contribution with expenditures it made that were permissible host committee expenditures. In order to maintain consistency between this document and the Commission's Statement of Reasons, this Office used the total amount of the Host Committee's in-kind contribution to the Convention Committee stated in the Commission's Statement of Reasons, which is lower than the total amount listed in the Audit Referrals.

II. FACTUAL AND LEGAL ANALYSIS

A. The Law

The Federal Election Campaign Act of 1971, as amended ("FECA"), provides that no corporation may make a contribution or an expenditure in connection with, *inter alia*, any political convention held to select candidates for president or vice president. 2 U.S.C. § 441b(a). Furthermore, no political committee may knowingly accept or receive any prohibited contribution. *Id.* The FECA, the Presidential Election Campaign Fund Act (the "Fund Act") and

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Issues related to the Events Fund were not considered in the Commission's Administrative Review.

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the Commission's regulations provide a number of exceptions to the FECA's general prohibition of corporate contributions in connection with federal elections.³ *See, e.g.*, 2 U.S.C. § 441b(a) and (b)(2). Pursuant to one such exception, corporations are permitted to donate funds that may be used in connection with presidential nominating conventions, in certain circumstances. *See* 11 C.F.R. § 114.1(a)(2)(viii) (excluding activity permitted under 11 C.F.R. §§ 9008.52 or 9008.53 from the definition of corporate contributions and expenditures). Specifically, corporations that have offices or facilities in a particular local area may contribute funds to two types of local organizations that may assist presidential nominating conventions, which are known as municipal funds and host committees.

A host committee may be created to represent a city hosting a nominating convention in matters involving a presidential nominating convention. 11 C.F.R. § 9008.51. Corporations that have offices or facilities in a particular local area may contribute funds to a host committee that may also promote that area by assisting a convention. 11 C.F.R. § 9008.52(c); *see also* 11 C.F.R. § 114.1(a)(2)(viii). The principal objective of a host committee is the encouragement of commerce in the convention city, as well as the projection of a favorable image of the city to convention attendees. 11 C.F.R. § 9008.52(a). Host committees may receive funds or in-kind donations from local businesses (excluding banks), local labor organizations, and other local organizations and individuals for specific purposes related to hosting a national party convention. 11 C.F.R. § 9008.52(c)(1). The purposes for which a host committee may use funds in connection with a nominating convention are specified in 11 C.F.R. § 9008.52(c)(1)(i) through (xi) and include: (i) "promoting the suitability of the city as a convention site;" (ii) "welcoming the convention attendees to the city;" (iii) "facilitating commerce;" (vi) "local transportation

³ Presidential nominating conventions of political parties are defined to be elections. 2 U.S.C. § 431(1)(B).

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services;" (vii) "law enforcement;" (viii) "convention bureau personnel to provide central housing and reservation services;" (ix) "hotel rooms at no charge or at a reduced rate on the basis of the number of rooms actually booked for the convention;" and (x) "accommodations and hospitality for committees of the parties responsible for choosing the site of the conventions." See 11 C.F.R. § 9008.52(c)(1)(i)-(iii) and (vi)-(x). Host committees may also provide "use of an auditorium or convention center" and "construction and convention related services," such as "construction of podiums, press tables, false floors, camera platforms, additional seating, lighting, electrical, air conditioning and loud speaker systems, offices, office equipment, and decorations." 11 C.F.R. § 9008.52(c)(1)(v). Finally, in addition to those facilities and services specifically enumerated in 11 C.F.R. § 9008.52(c)(1)(i) through (x), a host committee or a municipal fund is permitted to provide "other similar convention-related facilities services" under 11 C.F.R. § 9008.52(c)(1)(xi).⁴

Municipal funds are separate accounts established by government agencies in the area hosting a convention that may be used to promote that area by providing specified services and facilities to the convention. 11 C.F.R. § 9008.53. The Commission's regulations permit government agencies and municipal corporations to establish municipal funds to accept donations from local businesses (except banks), local labor organizations and other local organizations or individuals that may be used in connection with presidential nominating conventions only for permissible host committee expenses such as the examples set forth at 11 C.F.R. § 9008.52(c)(1)(i) through (ix). *Id.* Municipal funds may not be restricted for use in connection with any particular convention. 11 C.F.R. § 9008.53(b)(1)(i). Donations to the fund

⁴ Host committees may also accept goods or services from commercial vendors under the same terms and conditions set forth at 11 C.F.R. § 9008.9 for convention committees. 11 C.F.R. § 9008.52(b).

must be unrestricted and may not be solicited or designated for use in connection with any particular convention. 11 C.F.R. § 9008.53(b)(1)(ii).

Host committees and municipal funds differ in several ways. Unlike municipal funds, host committees may be restricted for use in connection with a particular convention and may accept donations similarly designated. *Compare* 11 C.F.R. § 9008.52(a) *with* 11 C.F.R. § 9008.53(b)(1). Further, while host committees are subject to audit by the Commission pursuant to 11 C.F.R. § 9008.54, there is no similar provision for municipal funds. Finally, host committees are required to disclose more detailed information pursuant to 11 C.F.R. § 9008.51(a) and (b) than municipal funds are required to disclose pursuant to 11 C.F.R. § 9008.51(c). Specifically, host committees are required to disclose all receipts and disbursements made with respect to a presidential nominating convention in a post convention report and quarterly reports thereafter. 11 C.F.R. § 9008.51(b)(2). Municipal funds are required to disclose by letter only the total amount spent for each category of facility or service provided to the convention, the amount defrayed from general revenues, and the total amount of all private donations received to defray expenses in connection with the convention. 11 C.F.R. § 9008.51(c). *See generally* 2 U.S.C. § 437(1); 11 C.F.R. § 107.2.

In order to be eligible to receive public funds to finance the presidential nominating convention, a national party committee must establish a convention committee, which is responsible for conducting the day-to-day arrangements and operations of that party's presidential nominating convention and must register with and report to the Commission as a political committee. 11 C.F.R. § 9008.3(a)(1), (a)(2) and (b). A national party committee and its convention committee also must file a written agreement with the Commission agreeing to conditions set forth in 11 C.F.R. § 9008.3(a)(4)(i) through (viii) to be eligible for public funding.

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11 C.F.R. § 9008.3(a)(4). As part of this agreement, the national party committee and its convention committee must agree to comply with 2 U.S.C. §§ 431 through 451, 26 U.S.C. § 9008, and applicable Commission regulations. 11 C.F.R. § 9008.3(a)(4)(vii). Thus, the committees must agree to abide by 2 U.S.C. § 441b, which prohibits, *inter alia*, corporate and labor organization contributions or expenditures in connection with conventions, and they must agree to comply with the applicable expenditure limitation set forth at 26 U.S.C. § 9008(d) and 11 C.F.R. § 9008.8. 11 C.F.R. § 9008.3(a)(4)(vii) and (i), respectively. The national committee of a major party may not make expenditures with respect to a publicly-financed presidential nominating convention which, in the aggregate, exceed the amount of payments to which such committee is entitled under 26 U.S.C. § 9008(b)(1). 26 U.S.C. § 9008(d)(1). The Commission may initiate an enforcement action if a convention committee knowingly helps, assists or participates in the making of a convention expenditure by a host committee, government agency, or municipal corporation that is not in accordance with 11 C.F.R. §§ 9008.52 or 9008.53.

11 C.F.R. § 9008.12(b)(7).

Parties that receive public funding for their conventions are required to use such funds only:

(1) to defray expenses incurred with respect to a presidential nominating convention (including the payments of deposits) by or on behalf of the national committee receiving such payments; or

(2) to repay loans the proceeds of which were used to defray such expenses, or otherwise to restore funds (other than contributions to defray such expenses received by such committee) used to defray such expenses.

26 U.S.C. § 9008(c). *See also* 11 C.F.R. § 9008.7(a).

Convention expenses include all expenses incurred by or on behalf of a political party's national committee or convention committee with respect to and for the purpose of conducting a

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presidential nominating convention or convention-related activities. 11 C.F.R. § 9008.7(a)(4).

Such expenses include administrative and office expenses for conducting the convention including stationery, office supplies, office machines, and telephone charges, but exclude the cost of any services supplied by the national committee at its headquarters or principal office if such services are incidental to the convention and not utilized primarily for the convention. 11 C.F.R. § 9008.7(a)(4)(x). Generally, convention expenses incurred with respect to a presidential nominating convention are subject to the expenditure limitation. *See* 11 C.F.R. § 9008.8(a). Nevertheless, certain expenditures related to a convention are not subject to the expenditure limitation. Convention related expenditures that are made by a host committee in accordance with 11 C.F.R. § 9008.52 or by a municipal fund in accordance with 11 C.F.R. § 9008.53 shall not be considered convention committee expenditures and shall not count against the convention committee's expenditure limit. 11 C.F.R. § 9008.8(b)(1). Additionally, permissible host committee and municipal fund expenditures are not considered private contributions for the purpose of adjusting the convention committee's entitlement to public funds. 11 C.F.R. § 9008.5(b).

The FECA defines contributions to include a "gift, subscription, loan . . . or anything of value made by any person for the purpose of influencing any election for federal office."

2 U.S.C. § 431(8)(A)(1). "Anything of value" includes all in-kind contributions. 11 C.F.R.

§ 100.7(a)(1)(iii). The term "person" includes an individual, partnership, committee, association, corporation, labor organization, or any other organization or group of persons, but such term does

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not include the Federal Government or any authority of the Federal Government. 2 U.S.C.

§ 431(11).⁵

B. Alleged In-Kind Contribution from the Host Committee to the Convention Committee

Both Audit Referrals 98-05 and 98-06 address the Host Committee's in-kind contribution to the Convention Committee of the services of David J. Nash and Associates, Inc. ("Nash"). The Convention Committee contracted with Nash for Nash's services. According to its contract with the Convention Committee, Nash's duties included producing the television broadcast and the "theatrical production" of the convention and supervising production consultants and vendors. Subsequently, Nash also agreed to a separate contract with the Host Committee, which required Nash to "render such television production and related services consistent with the specifications and requirements for the Convention established by the [Convention Committee.]" Mr. Nash states that "the design, installation, operation and maintenance of the Convention's closed circuit television system" were among Nash's responsibilities under these contracts.⁶ The closed circuit television system broadcast the Convention proceedings within the Convention Center to the following areas: (1) the Sail Area, which was an overflow seating area on the Convention Center's roof; (2) the media areas; (3) areas within the Convention Center that had obstructed or limited views of the podium; and (4) the large television screens located behind the podium. Pursuant to these two contracts, Nash was paid net amounts of \$117,500 from the Convention Committee and \$2,245,520 from the Host Committee.

⁵ See *Alden v. Maine*, 527 U.S. 706 (1999)(states have consented to suits brought by the United States to enforce federal laws).

⁶ Although Mr. Nash states that these responsibilities were "[f]oremost" among Nash's responsibilities under the contracts, neither contract mentions closed circuit television system *per se*.

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In the Audit Report Repayment Determination, the Commission determined that \$892,489 of the Host Committee's \$2,245,520 payments to Nash were not expended for purposes in accordance with 11 C.F.R. § 9008.52. Pursuant to 11 C.F.R. § 9008.12(b)(7), the Commission also determined that the Convention Committee knowingly helped, assisted or participated in these Host Committee's expenditures based on the Convention Committee's control over Nash's performance. As a result, \$892,489 of the Nash expenditures were not subject to the exemptions in 11 C.F.R. § 9008.8(b)(1) and were therefore expenditures that must count toward the Convention Committee's expenditure limitation. As provided in 11 C.F.R. § 9008.12(b)(3), the Commission determined that the Convention Committee accepted contributions of \$892,489 that, when added to the amount of public funds the Convention Committee received, resulted in the Convention Committee's exceeding its expenditure limitation. The Commission, therefore, determined that the amount in excess of the expenditure limitation was repayable to the United States Treasury.

In the legal and factual materials that the Convention Committee submitted to challenge the Commission's Audit Report Repayment Determination, the Convention Committee maintained that all of the funds provided to Nash by the Host Committee were expended for purposes permitted by 11 C.F.R. § 9008.52(c) and therefore the \$892,489 at issue should not be subject to a repayment determination. The Convention Committee disputed the repayment determination with two primary arguments: (1) some of the expenditures were for purposes that are expressly listed in section 9008.52(c); and (2) some of the expenditures are indistinguishable from other host committee expenditures previously permitted by the Commission, either in its consideration of the Convention Committee's Audit Report, in its issuance of Advisory Opinion

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1980-21, or in its consideration of the Audit Report related to the 1996 Democratic National Convention Committee ("DNCC").

On April 13, 2000, the Commission issued a Statement of Reasons related to the Convention Committee. See Statement of Reasons, LRA 472 (Apr. 13, 2000), Attachment 6. The Commission determined that the Host Committee made an in-kind contribution to the Convention Committee in the amount of \$456,957 with its payments to Nash for services that were not permissible host committee expenditures. *Id.*, at 34-35. In the Statement of Reasons, the Commission also concluded that the Convention Committee may offset the \$456,957 in-kind contribution it received from the Host Committee with other expenses that were incurred by the Convention Committee that were permissible host committee expenditures. *Id.*, at 37. Because the Convention Committee demonstrated that it had such expenditures of an amount greater than the \$456,957 in-kind contribution from the Host Committee, that contribution was considered to have been fully refunded and the repayment was eliminated. *Id.*, at 37-38. The Office of General Counsel believes that the Commission should make similar determinations in the enforcement context as it made in the repayment context.

Consistent with the Commission's determinations in the repayment context, the impermissible host committee expenditures at issue can be categorized as belonging to two groups: (1) expenditures to vendors who produced or directed the convention proceedings; and (2) expenditures to vendors who provided content that was used as a portion of the convention proceedings. While 11 C.F.R. § 9008.52(c) lists examples of permissible host committee expenditures, the Commission's regulations do not list impermissible host committee expenditures. Given the purposes listed in section 9008.52(c)(1) and given the principal objectives of host committees of encouraging commerce and projecting a favorable image of the

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convention city, expenditures to vendors who produced or directed the convention proceedings are impermissible host committee expenditures and in-kind contributions to the Convention Committee. These expenditures total \$188,334.

The Host Committee made disbursements to vendors who provided content that was used as a portion of the convention proceedings. None of these expenditures is similar to the purposes listed in 11 C.F.R. § 9008.52(c), nor is any consistent with a host committee's principle purpose of promoting its city. Consequently, these expenditures, which total \$127,613, are impermissible host committee expenditures and in-kind contributions to the Convention Committee.

In the Statement of Reasons, the Commission identified a pool of Overhead and Indirect Expenses subject to attribution between those related to impermissible host committee expenditures and those related to permissible host committee expenditures. This resulted in an attribution of \$141,010 of Overhead and Indirect Expenses related to Nash's expenses that were impermissible host committee expenditures. See Attachment 6, at 35-41. Thus, the total in-kind contribution from the Host Committee was \$456,957 (\$188,334 + \$127,613 + \$141,010). The Host Committee's receipts included corporate funds in excess of its \$456,957 contribution.⁷

Therefore, this Office recommends that the Commission find reason to believe that the San Diego Host Committee/Sail to Victory '96, and Patrick C. Shea as its treasurer, violated 2 U.S.C. § 441b by contributing \$456,957 to the 1996 Committee on Arrangements for the Republican National Convention and violated 2 U.S.C. § 437(1) by failing to report this contribution. This Office further recommends that the Commission find reason to believe that

⁷ Because this Office recommends no further action in connection with this violation, no further analysis to identify the amount of corporate funds in this contribution is necessary.

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the 1996 Committee on Arrangements for the Republican National Convention and Alec Poitevint as its Treasurer violated 26 U.S.C. § 9008(d)(1) by receiving the in-kind contribution of \$456,957 in excess of the amount of funds to which it was entitled under 26 U.S.C. § 9008(b)(1), violated 2 U.S.C. § 441b(a) by receiving prohibited contributions, and violated 2 U.S.C. § 437(2) by failing to report this contribution.

In the context of the administrative review, the Commission concluded that the Convention Committee may offset the \$456,957 in-kind contribution it received from the Host Committee with other expenses incurred by the Convention Committee that were permissible host committee expenditures, which eliminated the contribution for repayment purposes. This Office believes that the offset should have a corresponding effect in the enforcement context.⁸ Therefore, considering the offset of the contribution and other Commission enforcement priorities, this Office recommends the Commission take no further action in connection with the Host Committee contribution to the Convention Committee.

C. RNC's Alleged In-Kind Contribution to the Convention Committee

Audit Referral 98-06 arises in part from the alleged in-kind contribution from the Republican National Committee to the Convention Committee. The alleged contribution relates to payments made by both the Convention Committee and the RNC to Creative Broadcast Techniques ("CBT") for production costs associated with broadcasting various television programs. In the Audit Report Repayment Determination, the Commission determined that the Convention Committee must repay \$729,994 for receiving an in-kind contribution from the RNC

⁸ In its Statement of Reasons, the Commission took administrative notice of a reimbursement from the Convention Committee to the Host Committee in exchange for a reimbursement of the same amount from the Host Committee to the Convention Committee. Because the reimbursements were equal, they resulted in a net exchange of zero. On this basis, the committees were not required to transfer any funds. See Attachment 6, at 37-38.

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based on its conclusion that the RNC paid more than its appropriate share of the CBT expenses, while the Convention Committee paid a correspondingly lower amount than its appropriate share. In its challenge to the Commission's Audit Report Repayment Determination, the Convention Committee maintained that the RNC paid the appropriate portion of the CBT contract. In the context of the administrative review, the Commission determined that the RNC did not make an in-kind contribution to the Convention Committee for its payments under the CBT contract. Thus, while AR 98-06 refers to an in-kind contribution of \$729,994 from the RNC, the Commission determined in the Statement of Reasons that the RNC did not make any contribution to the Convention Committee related to the CBT contract. This determination was based on the Commission's conclusion that the costs associated with producing and airing the television programs at issue related to party building and as such were a national party committee expense, rather than a convention expense. Therefore, this Office recommends that the Commission find no reason to believe that the 1996 Committee on Arrangements for the Republican National Convention, the Republican National Committee and Alec Poitevint as their treasurer violated any statute or regulation within the Commission's jurisdiction on the basis of the alleged contribution described in Audit Referral 98-06.⁹

⁹ In the Audit Report Repayment Determination, the Commission did not challenge the Convention Committee's payment of the airtime costs associated with some of the television programs as a permissible convention expense. However, after further consideration of the facts, the Commission concluded in the Statement of Reasons that payment of the distribution costs of this programming does not qualify as a convention expense in accordance with 11 C.F.R. § 9008.7(a)(4) because it is a national party expense. The Commission determined that the costs related to airing or producing the television programming were not for the purpose of conducting a presidential nominating convention, but were instead to promote the party. As such, they were for national party committee activities. Consequently, the Convention Committee was not required to pay any of those costs. The Commission further determined that the Convention Committee's \$1,170,000 payment to National Media, Inc. for costs associated with airing the convention proceedings on the Family Channel and NewsTalk Television was an impermissible convention committee expense. See Attachment 6, at 47-48 n.50. Similarly, the Commission determined that the Convention Committee's payment in excess of its share of basic feed expenses of \$65,973 was also an impermissible convention committee expense. See *id.*, at 49-50 n.51. (\$1,170,000 + \$65,973 = \$1,235,973). Consistent with past Commission practice not to pursue similar matters in the enforcement context, we are not recommending that the Commission take any action on this matter.

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D. Other Convention Committee Expenditures in Excess of its Limit

Audit Referral 98-06 also includes a finding that the Convention Committee exceeded its expenditure limitation set forth at 11 C.F.R. § 9008.8(a) by an additional \$150,160 of "convention expenses and estimated winding down costs." Attachment 1, at 3. The calculation of this amount included estimated winding down costs as reported by the Convention Committee. Subsequent to the issuance of the Convention Committee Audit Report, the Audit Division calculated a revised Statement of Net Outstanding Convention Expenses ("NOCE"). Attachment 3. The revised NOCE reflects revised winding down costs, which reduced the Convention Committee's expenditures to an amount equal to its expenditure limit. Thus, the estimated excessive expenditures of \$150,160 have been eliminated.

E. The Events Fund

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This Office does not recommend that the Commission find reason to believe that the Convention Committee committed any violations with respect to the Events Fund.¹⁶

¹⁶ Section 9008.12(b)(7) of the Commission's regulations states that if the municipal fund failed to comply with 11 C.F.R. § 9008.53 in its expenditures or its acceptance of contributions, and if the convention committee knowingly helped, assisted or participated in the municipal fund's actions, then the Commission may initiate an enforcement action against the convention committee. This Office has reviewed the evidentiary basis and concludes that there is insufficient evidence to support a recommendation that the Convention Committee knowingly helped, assisted or participated in the Events Fund's actions, which is consistent with a similar determination in the audit context.

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IV. RECOMMENDATIONS

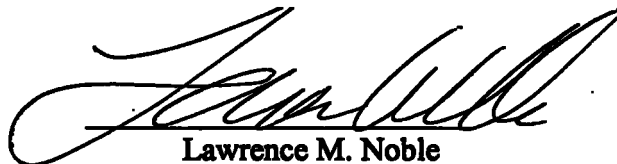
1. Open a Matter Under Review.
2. Find reason to believe the 1996 Committee on Arrangements for the Republican National Convention, and Alec Poitevint as its Treasurer, violated 26 U.S.C. § 9008(d)(1) by accepting an in-kind contribution from the San Diego Host Committee, but take no further action.
3. Find reason to believe the 1996 Committee on Arrangements for the Republican National Convention, and Alec Poitevint as its Treasurer, violated 2 U.S.C. § 441b by accepting an in-kind contribution from the San Diego Host Committee, but take no further action.
4. Find reason to believe the 1996 Committee on Arrangements for the Republican National Convention, and Alec Poitevint as its Treasurer, violated 2 U.S.C. § 437(2) by failing to report the receipt of the in-kind contribution from the San Diego Host Committee, but take no further action.
5. Find reason to believe the San Diego Host Committee/Sail to Victory '96, and Patrick C. Shea as its Treasurer, violated 2 U.S.C. § 441b, but take no further action.
6. Find reason to believe the San Diego Host Committee/Sail to Victory '96, and Patrick C. Shea as its Treasurer, violated 2 U.S.C. § 437(1), but take no further action, and close the file as it pertains to these respondents.

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7. Find no reason to believe that the 1996 Committee on Arrangements for the Republican National Convention, and Alec Poitevint as its Treasurer, accepted a contribution from the Republican National Committee in violation of any statute or regulation within the Federal Election Commission's jurisdiction on the basis of Audit Referral 98-06, and close the file as it pertains to these respondents.

8. Find no reason to believe that the Republican National Committee, and Alec Poitevint as its Treasurer, contributed to the 1996 Committee on Arrangements for the Republican National Convention in violation of any statute or regulation within the Federal Election Commission's jurisdiction on the basis of Audit Referral 98-06, and close the file as it pertains to these respondents.

8/11/00
Date


Lawrence M. Noble
General Counsel

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