

STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION

In re Audit Report of “*Robles 2010*”

File No. 2012-037

AGREEMENT CONTAINING A CONSENT ORDER

The parties, Ana G. Robles, hereinafter referred to as “Respondent,” and the undersigned authorized representative of the State Elections Enforcement Commission, enter into this agreement as authorized by Connecticut General Statutes § 4-177 (c) and Regulations of Connecticut State Agencies § 9-7b-54. In accordance with those provisions, the parties agree that:

1. Respondent served as treasurer for the *Robles 2010* candidate committee in the 2010 election cycle.¹
2. The candidate committee was established by Hector Robles on May 27, 2010 to support his candidacy for the 6th district General Assembly seat.² The candidate and treasurer executed an affidavit on July 1, 2010, signifying their intention to abide by the voluntary expenditure limits in order to participate in the Citizens’ Election Program, and the committee applied for a grant from the Citizens’ Election Fund on July 16, 2010.³
3. The 6th General Assembly district was one the districts randomly selected for review as part of the Commission’s audit for the 2010 election cycle. During the course of the audit, Commission staff examined all of the expenditures made by the Robles candidate committee.
4. That examination revealed that the candidate committee had entered into a “contingency contract” with a consultant, meaning that payment to the consultant would only occur if the committee received a grant from the Citizens’ Election Fund.

¹ See SEEC Form 1 – Registration of Candidate Committee (*Robles 2010*, May 28, 2010) (amended) (reflecting Ana G. Robles’s appointment as treasurer for Hector Robles’s candidate committee).

² See SEEC Form 1 – Registration of Candidate Committee (*Robles 2010*, May 27, 2010) (original)

³ See SEEC Form CEP 10 – Affidavit of Intent to Abide by Expenditure Limits and Other Citizens’ Election Program Requirements (*Robles 2010*, July 1, 2010) (evinced intent to abide by all voluntary restrictions imposed on candidate committees participating in Citizens’ Election Program); SEEC Form CEP 15 – Citizens’ Election Program – Citizens’ Election Program Application for Public Grant Dollars (*Robles 2010*, July 16, 2010) (initiating application for grant monies from Citizens’ Election Fund).

5. Specifically, the language of contracts executed by the committee stated that: "Said compensation is contingent upon receipt of the Public Financing Grant from the State Elections Enforcement Commission's Citizen Election Program."⁴
6. In addition to requiring written contracts for all service providers, the regulations governing the Citizens' Election Program prohibit entering into a contract that makes payment of the amount due under the contract subject to receipt of a grant from the Citizens' Election Fund. The regulation states, in relevant part:

Participating candidates and the treasurers of such participating candidates shall not spend funds in the participating candidate's depository account for the following:

...

16. Expenditures incurred but not paid for which payment of any portion of the outstanding liability is made contingent on the participating candidate committee's receipt of a grant from the Citizens' Election Fund;⁵

7. According to Respondent, the contract language that the committee used was copied from another candidate committee's contracts. A review of that second candidate committee's contracts verified that the language was identical to that in the Robles contracts. In spite of its originator, the language that the Robles candidate committee used in its contracts still created a contingent contract in violation of the regulations governing the Citizens' Election Program.

8. As enumerated in § 9-7b-48 of the Regulations of Connecticut State Agencies:

In its determination of the amount of the civil penalty to be imposed, the Commission shall consider, among other mitigating or aggravating circumstances:

- (1) the gravity of the act or omission;
- (2) the amount necessary to insure immediate and continued compliance;
- (3) the previous history of similar acts or omissions; and
- (4) whether the person has shown good faith in attempting to comply with the applicable provisions of the General Statutes.⁶

⁴ Consulting Agreement between Joanna Robledo and *Robles 2010* (Effective July 16, 2010) at Article 1.

⁵ Regulations, Conn. State Agencies, § 9-706-2 (b) (16) (State Elections Enforcement Comm'n) (prohibiting contracts that make payment contingent upon grant receipt).

⁶ Regs., Conn. State Agencies, § 9-7b-48 (State Elections Enforcement Comm'n).

9. Respondent admits all jurisdictional facts and agree that this Agreement and Order shall have the same force and effect as a final decision and order entered into after a full hearing and shall become final when adopted by the Commission.

10. The Respondent waives:
 - a. Any further procedural steps;
 - b. The requirement that the Commission's decision contain a statement of findings of fact and conclusions of law, separately stated; and
 - c. All rights to seek judicial review or otherwise to challenge or contest the validity of the Order entered into pursuant to this Agreement.

11. It is understood and agreed by the parties to this Agreement that the Commission will consider this Agreement at its next meeting and, if the Commission rejects it, the Agreement will be withdrawn and may not be used as an admission by the Respondent in any subsequent hearing, if one becomes necessary.

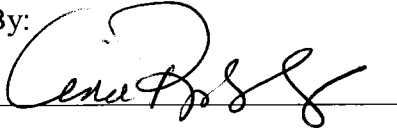
ORDER

IT IS HERERY ORDERED THAT Respondent shall henceforth to comply strictly with the requirements of the regulations related to the Citizens' Election Program.

The Respondent

For the State of Connecticut

By:



Ana G. Robles
38 Victoria Road
Hartford, CT 06114

Dated:

8/27/15

By:

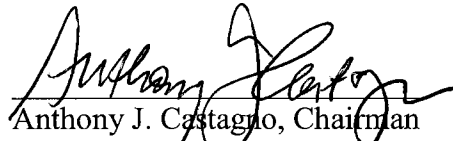


Michael J. Brandi, Esq.
Executive Director and General Counsel and
Authorized Representative of the
State Elections Enforcement Commission
20 Trinity St., Suite 101
Hartford, CT 06106

Dated:

9/1/15

Adopted this 15 day of SEP, 2015 at Hartford, Connecticut by vote of the Commission.



Anthony J. Castagno, Chairman
By Order of the Commission