



California Fair Political Practices Commission

March 25, 1988

Dan L. Stanford
Lillick, McHose and Charles
101 West Broadway, 8th Floor
San Diego, CA 92101

Re: Your Request for Advice
Our File No. A-88-109

Dear Mr. Stanford:

I am writing in response to your request for confirmation of the telephone advice given regarding the responsibilities of your client, San Diego County Supervisor Susan Golding, under the conflict-of-interest provisions of the Political Reform Act ("the Act").^{1/} This advice is based on the facts presented in your letter and does not address any past conduct on the part of your client.

QUESTION

Is Supervisor Golding required to disqualify herself from participation in decisions affecting Community Defenders, Inc., since the chairman of the board of the organization is a partner in the law firm which represented Ms. Golding's husband in litigation?

CONCLUSION

Supervisor Golding does not have a financial interest in Community Defenders, Inc., nor the law firm representing her husband in litigation. Consequently, she is not required by the Act to disqualify herself from decisions affecting the organization.

FACTS

Susan Golding is a member of the Board of Supervisors for the County of San Diego. The county is considering awarding a contract to provide indigent legal defense services to Community Defenders, Inc., a nonprofit corporation. The chairman of the board of trustees of Community Defenders, Inc.,

^{1/} Government Code Sections 81000-91015. All statutory references are to the Government Code unless otherwise indicated.

is Mr. E. Miles Harvey, a well-known attorney in San Diego. Mr. Harvey receives no compensation for serving as chair of Community Defenders' board.

Mr. Harvey is also senior partner in the law firm of Luce, Forward, Hamilton and Scripps. In 1984 this law firm was retained by Supervisor Golding's husband, to represent him in litigation which arose out of Ms. Golding's supervisorial race against Ms. Lynn Schenk. The lawsuit was completely unrelated to Community Defenders, Inc. Mr. Harvey has not been involved in the litigation.

Aside from the fact that Ms. Golding's spouse is a client of the Luce, Forward law firm, there is no financial relationship between the supervisor and the firm, nor Mr. Harvey.

ANALYSIS

Section 87100 prohibits public officials from making, participating in, or using their official positions to influence a governmental decision in which they know or have reason to know they have a financial interest. An official has a financial interest in a decision if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the official or a member of the official's immediate family, or on:

(a) Any business entity in which the public official has a direct or indirect investment worth one thousand dollars (\$1,000) or more.

(b) Any real property in which the public official has a direct or indirect interest worth one thousand dollars (\$1,000) or more.

(c) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating two hundred fifty dollars (\$250) or more in value provided to, received by or promised to the public official within 12 months prior to the time when the decision is made.

(d) Any business entity in which the public official is a director, officer, partner, trustee, employee, or holds any position of management.

Dan L. Stanford
March 25, 1988
Page 3

(e) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred and fifty dollars (\$250) or more in value provided to, received by, or promised to the public official within 12 months prior to the time when the decision is made.

Section 87103.

As a member of the Board of Supervisors of San Diego County, Ms. Golding is a public official. (Section 82048.) Therefore, she must remove herself from participation in decisions that would have a material financial effect, distinguishable from the effect on the public generally, on herself, her spouse or family, or on any of the financial interests defined by the Act.

Based on the facts you have provided, Ms. Golding does not have a financial interest in Community Defenders, Inc. In order to have a financial interest in the organization she would have to have received income or a gift aggregating \$250 or more in the last twelve months from Community Defenders.^{2/}

Ms. Golding's connection to Mr. Harvey and the law firm of Luce, Forward also does not fall within the definition of "financial interest". Ms. Golding's husband is a client of the firm. His "financial relationship" to the firm is as a consequence of his having paid legal fees for services rendered. Such a relationship does not create an economic interest under the Act which would require disqualification.

In summary, I am confirming the advice given over the telephone that, based on the facts presented, Supervisor Golding does not have a disqualifying financial interest and need not remove herself from participation in decisions

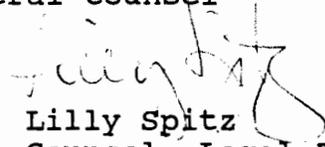
^{2/} Because Community Defenders, Inc., is a nonprofit corporation, it does not fall within the definition of "business entity" under the Act. (Section 82005.) Consequently, it is clear that Ms. Golding does not have an investment interest nor a position of management in Community Defenders, Inc. (See Section 87103(a), (d).) She also has no real property interest in the corporation.

Dan L. Stanford
March 25, 1988
Page 4

affecting Community Defenders, Inc. If I can be of further assistance to you or Supervisor Golding, please do not hesitate to contact me at (916) 322-5901.

Sincerely,

Diane M. Griffiths
General Counsel


By: Lilly Spitz
Counsel, Legal Division

DMG:LS:plh

LILLICK MCHOSE & CHARLES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

RA S LILLICK (619) 236-1995
 CABLES: LILLICK
 INTERNATIONAL TELETYPE: 659735
 TELECOPIER (619) 236-1995

ATTORNEYS AT LAW
 101 WEST BROADWAY, 19TH FLOOR
 SAN DIEGO, CALIFORNIA 92101
 TELEPHONE (619) 234-3000

726 SOUTH FIGUEROA STREET
 LOS ANGELES, CALIF 90017
 TELEPHONE (213) 488-7100

TWO EMBARCADERO CENTER
 SAN FRANCISCO, CALIF. 94111
 TELEPHONE (415) 42-4600

300 CAPITOL Mall, SUITE 1500
 SACRAMENTO, CALIFORNIA 95814
 TELEPHONE (916) 442-8600

2100 PONT CIRCLE, N.W.
 WASHINGTON, D.C. 20036
 TELEPHONE (202) 785-3286

11 GOLDEN SHORE, SUITE 810
 LONG BEACH, CALIFORNIA 90801
 TELEPHONE (213) 431-1212

VIA FACSIMILE

March 15, 1988

Lilly Spitz, Esq.
 Fair Political Practices Commission
 P. O. Box 807
 Sacramento, California 95804

Re: Supervisor Susan Golding

Dear Ms. Spitz:

The purpose of this letter is to confirm the oral advice you have given to me over the telephone regarding San Diego County Supervisor Susan Golding's obligations under the Political Reform Act and to request that you confirm your advice at your earliest possible convenience.

As we discussed, the facts upon which this advice is based are as follows:

As a County Supervisor, Supervisor Golding is expected to participate in an upcoming vote on the awarding of a contract to provide legal defense services to indigents in San Diego County. Community Defenders, Inc. is a not-for-profit corporation set up for the purpose of providing such defense services pursuant to the proposed contract with San Diego County. E. Miles Harvey, a very respected San Diego attorney and a senior partner in the prestigious law firm of Luce, Forward, Hamilton & Scripps, is the Chairman of the Board of Trustees of Community Defenders, Inc. In this capacity, Mr. Harvey receives no income or remuneration. In fact, this community service results in personal costs to Mr. Harvey. Since 1984, the law firm of Luce Forward has represented Supervisor Golding's husband, Dick Silberman, in unrelated litigation initiated by a political opponent of Supervisor Golding. Mr. Harvey has not been involved in the litigation and Mr. Silberman has paid for the legal services of Luce Forward. Moreover, neither Mr. Harvey nor Luce Forward would receive any monetary gain as a result of the awarding of the contract to Community Defenders.

Lilly Spitz, Esq.
March 15, 1988
Page Two

Neither Supervisor Golding nor her husband are attorneys. They have no financial relationship with Community Defenders and they have no financial relationship with Luce Forward or Mr. Harvey other than as a client of the law firm. Specifically, neither Mr. Harvey nor Luce Forward are a source of any income to Supervisor Golding. She has no contractual or business relationship with the law firm or Mr. Harvey other than as a paying client.

Finally, neither Supervisor Golding nor her husband would receive any financial benefit from an award of the contract to Community Defenders, and neither Mr. Harvey nor his law firm will receive any financial benefit from such an award.

Therefore, the issue is as follows: Is there any potential conflict of interest in Supervisor Golding voting on a contract involving a not-for-profit corporation which has as a volunteer member of its Board of Trustees an attorney who is also a senior partner in a law firm which has represented her husband in unrelated litigation?

By the way, I am enclosing a photocopy of a recent Editorial from the Public Employee which we discussed on the telephone. In light of my experience with the Political Reform Act and in light of your advice, I find this Editorial to be outrageous, offensive and a crude example of political innuendo.

Given the facts as stated above, it was your advice that Supervisor Golding has absolutely no conflict of interest in voting on the upcoming contract. Given the nature of these relationships, there is not even a hint of a conflict of interest issue under the Political Reform Act. In fact, as you mentioned, Supervisor Golding could herself be a volunteer member of the Board of Trustees of Community Defenders, Inc.

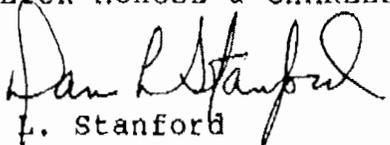
Lilly Spitz, Esq.
March 15, 1988
Page Three

and that would not even create a conflict of interest. In this case, where there is absolutely no connection, source of income or financial benefit, Supervisor Golding is clearly permitted to participate in the awarding of the contract. In fact, as you know, she has an obligation to her constituents to do so.

In conclusion, I would sincerely appreciate receiving written confirmation of your advice at your very earliest opportunity. As you can imagine, it is damaging to Supervisor Golding's reputation to have this erroneous political hit piece based on fallacious innuendo in the public domain. I thank you in advance for your time and effort in correcting this injustice.

Very truly yours,

LILLICK MCHOSE & CHARLES


Dan L. Stanford

DLS:w1
cc: Supervisor Susan Golding

Lilly Spitz, Esq.
March 15, 1988
Page Two

Neither Supervisor Golding nor her husband are attorneys. They have no financial relationship with Community Defenders and they have no financial relationship with Luce Forward or Mr. Harvey other than as a client of the law firm. Specifically, neither Mr. Harvey nor Luce Forward are a source of any income to Supervisor Golding. She has no contractual or business relationship with the law firm or Mr. Harvey other than as a paying client.

Finally, neither Supervisor Golding nor her husband would receive any financial benefit from an award of the contract to Community Defenders, and neither Mr. Harvey nor his law firm will receive any financial benefit from such an award.

Therefore, the issue is as follows: Is there any potential conflict of interest in Supervisor Golding voting on a contract involving a not-for-profit corporation which has as a volunteer member of its Board of Trustees an attorney who is also a senior partner in a law firm which has represented her husband in unrelated litigation?

By the way, I am enclosing a photocopy of a recent Editorial from the Public Employee which we discussed on the telephone. In light of my experience with the Political Reform Act and in light of your advice, I find this Editorial to be outrageous, offensive and a crude example of political innuendo.

Given the facts as stated above, it was your advice that Supervisor Golding has absolutely no conflict of interest in voting on the upcoming contract. Given the nature of these relationships, there is not even a hint of a conflict of interest issue under the Political Reform Act. In fact, as you mentioned, Supervisor Golding could herself be a volunteer member of the Board of Trustees of Community Defenders, Inc.

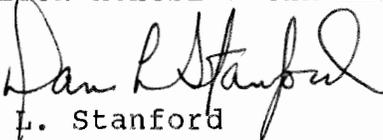
Lilly Spitz, Esq.
March 15, 1988
Page Three

and that would not even create a conflict of interest. In this case, where there is absolutely no connection, source of income or financial benefit, Supervisor Golding is clearly permitted to participate in the awarding of the contract. In fact, as you know, she has an obligation to her constituents to do so.

In conclusion, I would sincerely appreciate receiving written confirmation of your advice at your very earliest opportunity. As you can imagine, it is damaging to Supervisor Golding's reputation to have this erroneous political hit piece based on fallacious innuendo in the public domain. I thank you in advance for your time and effort in correcting this injustice.

Very truly yours,

LILLICK MCHOSE & CHARLES


Dan L. Stanford

DLS:w1
cc: Supervisor Susan Golding

Editorials & Opinions

Community Defenders: A Conflict of Interest?

By WYLEEN LUOMA
CEA General Manager

Enough!! The County Employees' Association has been saying for months that it is foolhardy, wasteful and illegal for the County Board of Supervisors to award to Community Defenders, Inc. a contract to provide Defense Services to indigents in San Diego County. In a recent issue of the *PUBLIC EMPLOYEE*, we pointed out the virtual championing of the contract by Susan Golding during public hearings on the issue.

SINCE THAT TIME we have become more convinced, because of information provided us, and because of events that have occurred, that the awarding of this contract was not only ill advised, but was highly questionable in other respects.

Since November 27, 1984, the law firm of Luce, Forward, Hamilton & Scripps, of which E. Miles Harvey is a senior partner, has been representing Ms. Golding's husband, Dick Silberman, in litigation. The lawsuit in which Mr. Harvey's law firm was representing Mr. Silberman arose from the supervisorial campaign of Ms. Golding against a popular opponent, Ms. Lynn Schenk. Mr. Silberman, Golding's husband, was acting in the capacity of political advisor to Ms. Golding in that campaign. In her lawsuit, Ms. Schenk alleged that she had been libeled by Golding and spouse and that that libel had an adverse affect on her candidacy for the District 3 Supervisorial seat.

Mr. Harvey is also the Chairman of the Board of Trustees of Community Defenders, Inc.

Ms. Golding herself was not represented by Mr. Harvey's law firm, Luce, Forward, Hamilton & Scripps, et al. Because of the relationship of her role as candidate and her husband's role as her political advisor in her campaign, she was represented by another law firm. The representation of Mr. Silberman by Mr. Harvey's firm was undertaken in November of 1984, and has been ongoing until the present. Happily for Golding and Silberman, Ms. Schenk did not prevail and the lawsuit has been dismissed. What interests us far, far more, however, is *WHY* at the very outset of the hearings, or at any time since, on the awarding of the Defender contract to Community Defenders, Inc., it was not disclosed that such a relationship existed between Ms. Golding's husband and Mr. Harvey's law firm - a relationship that dated back to 1984.

CEA's attorneys are in the process of evaluating whether the failure to disclose this relationship constitutes a conflict of interest. Ultimately that matter will be decided, in all likelihood, in another forum. But let's talk for a moment about a moral and ethical obligation to disclose that relationship. Provisions of the Government Code require an elected official in awarding a contract to disclose even a "remote" conflict of interest. Additionally, if such a conflict exists the elected official is required to abstain from voting on the contract; and is further required not to attempt to influence or to lobby fellow voters on the issue. We cannot say, nor do we say, at this point that a conflict of interest did exist which Ms. Golding was required to disclose, but surely every member of the Board of Supervisors, every interested individual, and every taxpayer and voter in San Diego County was entitled to know that Ms. Golding's husband was being represented in

a complex and protracted lawsuit by the law firm of which Mr. Harvey was, and is, a senior partner.

CEA made inquires of County representatives as to whether such disclosure had ever been made by Ms. Golding or, for that matter, by anyone, in any public manner. The answer we received was *NO*.

Our question is, Why Not? Why was County Counsel not asked for an opinion on the issue of a possible conflict of interest? Why was this fact kept from the various participants in this hotly debated issue? Why was full disclosure about the relationship between Ms. Golding's husband and Mr. Harvey's law firm not divulged at the very earliest deliberations on the issue of contracting out the Defense function which occurred more than two years ago?

We do not question the propriety of Mr. Harvey being the President of the Board of Trustees of Community Defenders, Inc. We do not even question the propriety of Ms. Golding's championing the awarding of the contract to Community Defenders, Inc. But we do question the non-disclosure of the relationship between Mr. Silberman and Mr. Harvey's law firm.

THIS NON-DISCLOSURE of the relationship should raise serious questions as to the impartiality of Ms. Golding throughout this entire process - her deliberations, her arguments for, and in behalf of the contract, her actions to ensure its success. Were they other than impartial or objective? If so, they raise serious questions about their integrity and her obligation to the voters of this County - critical questions of the entire process - and certainly about its end result.

PUBLIC EMPLOYEE

OFFICIAL PUBLICATION OF THE
SAN DIEGO COUNTY EMPLOYEES' ASSOCIATION
(USPS 927-540)
County Mail Stop 0850
4004 Kearny Mesa Rd., San Diego, CA 92111-3730
(619)560-0131

President, RITA MARTIN
Vice President, BILL GAGE
Secretary, DOROTHY MILLS
Treasurer, MARGARET BENIS

EXECUTIVE COMMITTEE

Cory Azevedo, Kay Erpelding, Jim Feeley,
Carol Goss, Jim Holtz, Bea Hyman, Immediate
Past President Larry Anderson

GENERAL MANAGER, Wyleen Luoma
CHIEF OF ADMIN. & MEMBER SERVICES, Kathleen Thompson
CHIEF OF REPRESENTATIONAL SERVICES, Jerry Thomas

Dale Scherfling, EDITOR

Published every second & fourth Friday. Second class postage paid at San Diego, Calif. No endorsements by the CEA are implied by advertising contained herein. Mail subscriptions \$7.00 per year. POSTMASTER: Send address changes to THE PUBLIC EMPLOYEE, 4004 Kearny Mesa Rd., San Diego, CA 92111-3730.

Editorials & Opinions

Community Defenders: A Conflict of Interest?

By WYLEEN LUOMA
CEA General Manager

Enough! The County Employees' Association has been saying for months that it is foolhardy, wasteful and illegal for the County Board of Supervisors to award to Community Defenders, Inc. a contract to provide Defense Services to indigents in San Diego County. In a recent issue of the *PUBLIC EMPLOYEE*, we pointed out the virtual championing of the contract by Susan Golding during public hearings on the issue.

SINCE THAT TIME we have become more convinced, because of information provided us, and because of events that have occurred, that the awarding of this contract was not only ill advised, but was highly questionable in other respects.

Since November 27, 1984, the law firm of Luce, Forward, Hamilton & Scripps, of which E. Miles Harvey is a senior partner, has been representing Ms. Golding's husband, Dick Silberman, in litigation. The lawsuit in which Mr. Harvey's law firm was representing Mr. Silberman arose from the supervisorial campaign of Ms. Golding against a popular opponent, Ms. Lynn Schenk. Mr. Silberman, Golding's husband, was acting in the capacity of political advisor to Ms. Golding in that campaign. In her lawsuit, Ms. Schenk alleged that she had been libeled by Golding and spouse and that that libel had an adverse affect on her candidacy for the District 3 Supervisorial seat.

Mr. Harvey is also the Chairman of the Board of Trustees of Community Defenders, Inc.

Ms. Golding herself was not represented by Mr. Harvey's law firm, Luce, Forward, Hamilton & Scripps, et al. Because of the relationship of her role as candidate and her husband's role as her political advisor in her campaign, she was represented by another law firm. The representation of Mr. Silberman by Mr. Harvey's firm was undertaken in November of 1984, and has been ongoing until the present. Happily for Golding and Silberman, Ms. Schenk did not prevail and the lawsuit has been dismissed. What interests us far, far more, however, is *WHY* at the very outset of the hearings, or at any time since, on the awarding of the Defender contract to Community Defenders, Inc., it was not disclosed that such a relationship existed between Ms. Golding's husband and Mr. Harvey's law firm - a relationship that dated back to 1984.

CEA's attorneys are in the process of evaluating whether the failure to disclose this relationship constitutes a conflict of interest. Ultimately that matter will be decided, in all likelihood, in another forum. But let's talk for a moment about a moral and ethical obligation to disclose that relationship. Provisions of the Government Code require an elected official in awarding a contract to disclose even a "remote" conflict of interest. Additionally, if such a conflict exists the elected official is required to abstain from voting on the contract; and is further required not to attempt to influence or to lobby fellow voters on the issue. We cannot say, nor do we say, at this point that a conflict of interest did exist which Ms. Golding was required to disclose, but surely every member of the Board of Supervisors, every interested individual, and every taxpayer and voter in San Diego County was entitled to know that Ms. Golding's husband was being represented in

a complex and protracted lawsuit by the law firm of which Mr. Harvey was, and is, a senior partner.

CEA made inquires of County representatives as to whether such disclosure had ever been made by Ms. Golding or, for that matter, by anyone, in any public manner. The answer we received was *NO*.

Our question is, Why Not? Why was County Counsel not asked for an opinion on the issue of a possible conflict of interest? Why was the fact kept from the various participants in this hotly debated issue? Why was full disclosure about the relationship between Ms. Golding's husband and Mr. Harvey's law firm not divulged at the very earliest deliberations on the issue of contracting out the Defense function which occurred more than two years ago?

We do not question the propriety of Mr. Harvey being the President of the Board of Trustees of Community Defenders, Inc. We do not even question the propriety of Ms. Golding's championing the awarding of the contract to Community Defenders, Inc. But we do question the non-disclosure of the relationship between Mr. Silberman and Mr. Harvey's law firm.

THIS NON-DISCLOSURE of the relationship should raise serious questions as to the impartiality of Ms. Golding throughout this entire process - her deliberations, her arguments for, and in behalf of the contract, her actions to ensure its success. Were they other than impartial or objective? If so, they raise serious questions about their integrity and her obligation to the voters of this County - critical questions of the entire process - and certainly about its end result.

PUBLIC EMPLOYEE

OFFICIAL PUBLICATION OF THE
SAN DIEGO COUNTY EMPLOYEES' ASSOCIATION
(USPS 927-540)

County Mail Stop 0850
4004 Kearny Mesa Rd., San Diego, CA 92111-3750
(619)560-0151

President, RITA MARTIN
Vice President, BILL GAGE
Secretary, DOROTHY MILLS
Treasurer, MARGARET BENIS

EXECUTIVE COMMITTEE

Cory Acevedo, Ray Erpelding, Jim Feeley,
Carol Goss, Jim Holtz, Bea Hyman, Immediate
Past President Larry Anderson

GENERAL MANAGER, Wyleen Luoma
CHIEF OF ADMIN. & MEMBER SERVICES, Kathleen Thompson
CHIEF OF REPRESENTATIONAL SERVICES, Jerry Thomas

Dale Scherffling, EDITOR

Published every second & fourth Friday. Second class postage paid at San Diego, Calif. No endorsements by the CEA are implied by advertising contained herein. Mail subscriptions \$7.00 per year. POSTMASTER: Send address changes to THE PUBLIC EMPLOYEE, 4004 Kearny Mesa Rd., San Diego, CA 92111-3750.

Editorials & Opinions

Community Defenders: A Conflict of Interest?

By WYLEEN LUOMA
CEA General Manager

Enough! The County Employees' Association has been saying for months that it is foolhardy, wasteful and illegal for the County Board of Supervisors to award to Community Defenders, Inc. a contract to provide Defense Services to indigents in San Diego County. In a recent issue of the *PUBLIC EMPLOYEE*, we pointed out the virtual championing of the contract by Susan Golding during public hearings on the issue.

SINCE THAT TIME we have become more convinced, because of information provided us, and because of events that have occurred, that the awarding of this contract was not only ill advised, but was highly questionable in other respects.

Since November 27, 1984, the law firm of Luce, Forward, Hamilton & Scripps, of which E. Miles Harvey is a senior partner, has been representing Ms. Golding's husband, Dick Silberman, in litigation. The lawsuit in which Mr. Harvey's law firm was representing Mr. Silberman arose from the supervisorial campaign of Ms. Golding against a popular opponent, Ms. Lynn Schenk. Mr. Silberman, Golding's husband, was acting in the capacity of political advisor to Ms. Golding in that campaign. In her lawsuit, Ms. Schenk alleged that she had been libeled by Golding and spouse and that that libel had an adverse affect on her candidacy for the District 3 Supervisorial seat.

Mr. Harvey is also the Chairman of the Board of Trustees of Community Defenders, Inc.

Ms. Golding herself was not represented by Mr. Harvey's law firm, Luce, Forward, Hamilton & Scripps, et al. Because of the relationship of her role as candidate and her husband's role as her political advisor in her campaign, she was represented by another law firm. The representation of Mr. Silberman by Mr. Harvey's firm was undertaken in November of 1984, and has been ongoing until the present. Happily for Golding and Silberman, Ms. Schenk did not prevail and the lawsuit has been dismissed. What interests us far, far more, however, is *WHY* at the very outset of the hearings, or at any time since, on the awarding of the Defender contract to Community Defenders, Inc., it was not disclosed that such a relationship existed between Ms. Golding's husband and Mr. Harvey's law firm - a relationship that dated back to 1984.

CEA's attorneys are in the process of evaluating whether the failure to disclose this relationship constitutes a conflict of interest. Ultimately that matter will be decided, in all likelihood, in another forum. But let's talk for a moment about a moral and ethical obligation to disclose that relationship. Provisions of the Government Code require an elected official in awarding a contract to disclose even a "remote" conflict of interest. Additionally, if such a conflict exists the elected official is required to abstain from voting on the contract; and is further required not to attempt to influence or to lobby fellow voters on the issue. We cannot say, nor do we say, at this point that a conflict of interest did exist which Ms. Golding was required to disclose, but surely every member of the Board of Supervisors, every interested individual, and every taxpayer and voter in San Diego County was entitled to know that Ms. Golding's husband was being represented in

a complex and protracted lawsuit by the law firm of which Mr. Harvey was, and is, a senior partner.

CEA made inquires of County representatives as to whether such disclosure had ever been made by Ms. Golding or, for that matter, by anyone, in any public manner. The answer we received was *NO*.

Our question is, Why Not? Why was County Counsel not asked for an opinion on the issue of a possible conflict of interest? Why was the fact kept from the various participants in this hotly debated issue. Why was full disclosure about the relationship between Ms. Golding's husband and Mr. Harvey's law firm not divulged at the very earliest deliberations on the issue of contracting out the Defense function which occurred more than two years ago?

We do not question the propriety of Mr. Harvey being the President of the Board of Trustees of Community Defenders, Inc. We do not even question the propriety of Ms. Golding's championing the awarding of the contract to Community Defenders, Inc. But we do question the non-disclosure of the relationship between Mr. Silberman and Mr. Harvey's law firm.

THIS NON-DISCLOSURE of the relationship should raise serious questions as to the impartiality of Ms. Golding throughout this entire process - her deliberations, her arguments for, and in behalf of the contract, her actions to ensure its success. Were they other than impartial or objective? If so, they raise serious questions about their integrity and her obligation to the voters of this County - critical questions of the entire process - and certainly about its end result.

PUBLIC EMPLOYEE

OFFICIAL PUBLICATION OF THE
SAN DIEGO COUNTY EMPLOYEES' ASSOCIATION
(USPS 927-340)

County Mail Stop 0850
4004 Kearny Mesa Rd., San Diego, CA 92111-3750
(619)560-0151

President, RITA MARTIN
Vice President, BILL GAGE
Secretary, DOROTHY MILLS
Treasurer, MARGARET BENIS

EXECUTIVE COMMITTEE

Cory Azavedo, Kay Erpelding, Jim Feeley,
Carol Goss, Jim Hollis, Bea Hyman, Immediate
Past President Larry Anderson

GENERAL MANAGER, Wyleen Luoma
CHIEF OF ADMIN. & MEMBER SERVICES, Kathleen Thompson
CHIEF OF REPRESENTATIONAL SERVICES, Jerry Thomas
Dale Scherffling, EDITOR

Published every second & fourth Friday. Second class postage paid at San Diego, Calif. No endorsement by the CEA are implied by advertising contained herein. Mail subscriptions \$7.00 per year. POSTMASTER: Send address changes to THE PUBLIC EMPLOYEE, 4004 Kearny Mesa Rd., San Diego, CA 92111-3750.

LILLICK MCHOSE & CHARLES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ATTORNEYS AT LAW

101 WEST BROADWAY, 19TH FLOOR

SAN DIEGO, CALIFORNIA 92101

TELEPHONE (619) 234-3000

RA S LILLICK (675-1807)
 CABLES "LILLICK"
 INTERNATIONAL TELEPHONE (619) 234-3000
 TELECOPIER (619) 234-1995

725 SOUTH FIGUEROA STREET
 LOS ANGELES, CALIF. 90017
 TELEPHONE (213) 488-7100

TWO EMBARCADERO CENTER
 SAN FRANCISCO, CALIF. 94111
 TELEPHONE (415) 42-4600

300 CAPITOL MALL, SUITE 1500
 SACRAMENTO, CALIFORNIA 95814
 TELEPHONE (916) 442-8600

21 DUPONT CIRCLE, N.W.
 WASHINGTON, D.C. 20036
 TELEPHONE (202) 785-3288

11 GOLDEN SHORE, SUITE 810
 LONG BEACH, CALIFORNIA 90801
 TELEPHONE (310) 491-1212

VIA FACSIMILE

March 15, 1988

Lilly Spitz, Esq.
 Fair Political Practices Commission
 P. O. Box 807
 Sacramento, California 95804

Re: Supervisor Susan Golding

Dear Ms. Spitz:

The purpose of this letter is to confirm the oral advice you have given to me over the telephone regarding San Diego County Supervisor Susan Golding's obligations under the Political Reform Act and to request that you confirm your advice at your earliest possible convenience.

As we discussed, the facts upon which this advice is based are as follows:

As a County Supervisor, Supervisor Golding is expected to participate in an upcoming vote on the awarding of a contract to provide legal defense services to indigents in San Diego County. Community Defenders, Inc. is a not-for-profit corporation set up for the purpose of providing such defense services pursuant to the proposed contract with San Diego County. E. Miles Harvey, a very respected San Diego attorney and a senior partner in the prestigious law firm of Luce, Forward, Hamilton & Scripps, is the Chairman of the Board of Trustees of Community Defenders, Inc. In this capacity, Mr. Harvey receives no income or remuneration. In fact, this community service results in personal costs to Mr. Harvey. Since 1984, the law firm of Luce Forward has represented Supervisor Golding's husband, Dick Silberman, in unrelated litigation initiated by a political opponent of Supervisor Golding. Mr. Harvey has not been involved in the litigation and Mr. Silberman has paid for the legal services of Luce Forward. Moreover, neither Mr. Harvey nor Luce Forward would receive any monetary gain as a result of the awarding of the contract to Community Defenders.

Lilly Spitz, Esq.
March 15, 1988
Page Two

Neither Supervisor Golding nor her husband are attorneys. They have no financial relationship with Community Defenders and they have no financial relationship with Luce Forward or Mr. Harvey other than as a client of the law firm. Specifically, neither Mr. Harvey nor Luce Forward are a source of any income to Supervisor Golding. She has no contractual or business relationship with the law firm or Mr. Harvey other than as a paying client.

Finally, neither Supervisor Golding nor her husband would receive any financial benefit from an award of the contract to Community Defenders, and neither Mr. Harvey nor his law firm will receive any financial benefit from such an award.

Therefore, the issue is as follows: Is there any potential conflict of interest in Supervisor Golding voting on a contract involving a not-for-profit corporation which has as a volunteer member of its Board of Trustees an attorney who is also a senior partner in a law firm which has represented her husband in unrelated litigation?

By the way, I am enclosing a photocopy of a recent Editorial from the Public Employee which we discussed on the telephone. In light of my experience with the Political Reform Act and in light of your advice, I find this Editorial to be outrageous, offensive and a crude example of political innuendo.

Given the facts as stated above, it was your advice that Supervisor Golding has absolutely no conflict of interest in voting on the upcoming contract. Given the nature of these relationships, there is not even a hint of a conflict of interest issue under the Political Reform Act. In fact, as you mentioned, Supervisor Golding could herself be a volunteer member of the Board of Trustees of Community Defenders, Inc.

Lilly Spitz, Esq.
March 15, 1988
Page Three

and that would not even create a conflict of interest. In this case, where there is absolutely no connection, source of income or financial benefit, Supervisor Golding is clearly permitted to participate in the awarding of the contract. In fact, as you know, she has an obligation to her constituents to do so.

In conclusion, I would sincerely appreciate receiving written confirmation of your advice at your very earliest opportunity. As you can imagine, it is damaging to Supervisor Golding's reputation to have this erroneous political hit piece based on fallacious innuendo in the public domain. I thank you in advance for your time and effort in correcting this injustice.

Very truly yours,

LILLICK MCHOSE & CHARLES


Dan L. Stanford

DLS:w1
cc: Supervisor Susan Golding

LILLICK MCHOSE & CHARLES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ATTORNEYS AT LAW

101 WEST BROADWAY, 18TH FLOOR
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 234-5000

775 SOUTH FIGUEROA STREET
LOS ANGELES, CALIF 90017
TELEPHONE (213) 489-7100

TWO EMBARCADERO CENTER
SAN FRANCISCO, CALIF 94111
TELEPHONE (415) 421-4600

300 CAPITOL MALL, SUITE 1590
SACRAMENTO, CALIFORNIA 95814
(916) 442-8800

21 DUPONT CIRCLE, N.W.
WASHINGTON, D.C. 20036
TELEPHONE (202) 786-3288

DATE:

3-16-88

TELECOPIER TRANSMITTAL

TO:

Hilly Spitz

TELECOPY NO.:

916-443-0805

FROM:

Wanda Kentler

SECRETARY TO:

Dan L. Stanford

FILE NUMBER:

0018-001

NUMBER OF PAGES BEING SENT INCLUDING COVER PAGE:

5

WE ARE TRANSMITTING FROM A PANAFAX UF-400AD AUTOMATIC TELECOPIER. OUR TELECOPIER PHONE NUMBER IS (619) 236-1995.

IF THERE ARE ANY PROBLEMS RECEIVING THIS TRANSMITTAL, PLEASE CALL 544-3208 AT (619) 234-5000 EXTENSION _____.

SPECIAL INSTRUCTIONS:



California Fair Political Practices Commission

March 17, 1988

Dan L. Stanford
Lillick, McHose & Charles
Attorneys at Law
101 West Broadway, 18th Floor
San Diego, CA 92101

Re: 88-109

Dear Mr. Stanford:

Your letter requesting advice under the Political Reform Act was received on March 16, 1988 by the Fair Political Practices Commission. If you have any questions about your advice request, you may contact Lilly Spitz, an attorney in the Legal Division, directly at (916) 322-5901.

We try to answer all advice requests promptly. Therefore, unless your request poses particularly complex legal questions, or more information is needed, you should expect a response within 21 working days if your request seeks formal written advice. If more information is needed, the person assigned to prepare a response to your request will contact you shortly to advise you as to information needed. If your request is for informal assistance, we will answer it as quickly as we can. (See Commission Regulation 18329 (2 Cal. Code of Regs. Sec. 18329).)

You also should be aware that your letter and our response are public records which may be disclosed to the public upon receipt of a proper request for disclosure.

Very truly yours,

A handwritten signature in cursive script that reads "Diane M. Griffiths".

Diane M. Griffiths
General Counsel

DMG:plh
cc: Susan Golding, Supervisor