



STATE OF CALIFORNIA
FAIR POLITICAL PRACTICES COMMISSION
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October 27, 2015

Phil Wowak
237 Pestana Ave
Santa Cruz, CA 95065

Re: Your Request for Advice
Our File No. 15-188

Dear Mr. Wowak:

This letter responds to your request for advice regarding the revolving door provisions of the Political Reform Act (the "Act").¹ Please note that we are not a finder of fact when rendering advice (*In re Oglesby* (1975) 1 FPPC Ops. 71) and we do not advise on past conduct.

QUESTION

Does the Act limit your involvement with your current employer's Beta testing in conjunction with your former public employer, the Santa Cruz County sheriff's department?

CONCLUSION

No. The revolving door provisions in the Act do not prohibit your activities with your former employer to the extent those activities are as described below.

FACTS

You were the elected Sheriff-Coroner for Santa Cruz County from May 2009 thru December 2014. During your tenure as Sheriff, you partnered with a local software company, Yardarm Technologies to develop and test a firearm tracking safety device. Patrol deputies in the field performed the test. The initial Beta test for the Yardarm product was during your tenure. As sheriff, you agreed to use the product, test it, and send feedback to Yardarm in exchange for receiving the product when it becomes commercially available. You stated that there was no compensation involved and there has not been, nor will there be a contract for the sale or purchase of goods between the county and Yardarm.

The initial Beta test with Yardarm ended around the time you retired from office, with the understanding that a future field trial would happen sometime in 2015. In January of 2015, Yardarm

¹ The Political Reform Act is contained in Government Code Sections 81000 through 91014. All statutory references are to the Government Code, unless otherwise indicated. The regulations of the Fair Political Practices Commission are contained in Sections 18110 through 18997 of Title 2 of the California Code of Regulations. All regulatory references are to Title 2, Division 6 of the California Code of Regulations, unless otherwise indicated.

asked you to be a member of its advisory board and help further develop the product. You began paid employment with Yardam that month. You are in contact with the Sheriff's office to retrieve Beta test equipment and to schedule another phase of field testing, as was contemplated in the original agreement. A commercial version of the sensor is now available, though testing continues. Because of this request for advice, the Sheriff's office has put on hold further testing or accepting sensors.

ANALYSIS

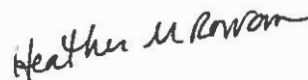
The Act imposes a one-year "revolving door" ban that applies to high-level local officials. (Section 87406.3.) Only specified officials are subject to the one-year ban of Section 87406.3, including local elected officials such as the county sheriff. (Regulation 18746.3.) The local one-year ban prohibits you, for one year after leaving the Sheriff's office, from representing any other person, for compensation, by appearing before or communicating with the Sheriff's office in an attempt to influence the Sheriff's decisions in an administrative or legislative action, whether quasi-legislative or quasi-judicial, or any action involving a permit, license, contract, or transaction involving the sale or purchase of property or goods. (Section 87406.3; Regulations 18746.2 and 18746.3.)

Initially, an "appearance or communication" is for the purpose of influencing "if it is made for the principal purposes of supporting, promoting, influencing, modifying, opposing, delaying, or advancing the action or proceeding." (Regulation 18746.2(a).) Legislative and administrative actions are also specifically defined and do not apply here. (See definitions in Regulation 18746.3(b)(5)(A), (D).) The situation you describe involves an agreement between Yardarm and the Sheriff's Department for Beta testing certain equipment. Your communications with your former employer are "to retrieve beta test equipment and to schedule another phase of field testing," testing that was contemplated in the original agreement. There is no pending or potential contract between the entities and no outstanding decisions to influence. Your communications appear to be ministerial in nature: scheduling testing and retrieving equipment.

If you have other questions on this matter, please contact me at (916) 322-5660.

Sincerely,

Hyla P. Wagner
General Counsel



By: Heather M. Rowan
Senior Counsel, Legal Division

HMR:jgl