



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Elissa Flynn-Poppey, Esq.
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SEP 25 2017

RE: MUR 7099
Suffolk Construction Company, Inc.

Dear Ms. Flynn-Poppey:

On September 20, 2017, the Federal Election Commission accepted the signed conciliation agreement submitted on behalf of your client, Suffolk Construction Company, Inc. in settlement of violations of 52 U.S.C. § 30119(a)(1), a provision of the Federal Election Campaign Act of 1971, as amended. Accordingly, the Commission has closed the file in this matter.

Documents related to the case will be placed on the public record within 30 days. *See Disclosure of Certain Documents in Enforcement and Other Matters*, 81 Fed. Reg. 50,702 (Aug. 2, 2016). Information derived in connection with any conciliation attempt will not become public without the written consent of the Respondent and the Commission. *See* 52 U.S.C. § 30109(a)(4)(B).

Enclosed you will find a copy of the fully executed conciliation agreement for your files. Please note that your clients shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement. If you have any questions, please contact me at (202) 694-1650.

Sincerely,

Roy Q. Lockett
Attorney

Enclosure
Conciliation Agreement

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BEFORE THE FEDERAL ELECTION COMMISSION

In the matter of)
Suffolk Construction Company, Inc.) MUR 7099
)

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn, and notarized complaint by Paul S. Ryan, the Campaign Legal Center through J. Gerald Herbert, and Democracy 21 through Fred Wertheimer. The Commission found reason to believe that Suffolk Construction Company, Inc. ("Suffolk" or "Respondent") violated 52 U.S.C. § 30119(a)(1) by making contributions as a federal contractor.

NOW, THEREFORE, the Commission and the Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 52 U.S.C. § 30109(a)(4)(A)(i).

II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondent enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. Suffolk is a Massachusetts corporation involved in various construction projects. Starting in 2009, Suffolk has contracted with the U.S. Army Corps of Engineers ("USACE") to provide various services at a Motor Pool facility in West Point, New York.

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2. While Suffolk was in federal contractor status in connection with its service agreements with the USACE, Suffolk made two contributions to Priorities USA Action (the "Committee"), an independent-expenditure-only political committee. Suffolk contributed \$100,000 to the Committee on July 20, 2015, and another \$100,000 to the Committee on December 17, 2015.

3. On June 30, 2016, the Committee refunded Suffolk's \$200,000 total contributions.

4. Respondent contends it has implemented new internal controls, policies and procedures since discovering the violation at issue, including having outside legal counsel assist with vetting of certain contributions.

5. The Commission did not find that the violation was knowing and willful.

V. The pertinent law in this matter is as follows:

1. Under the Federal Election Campaign Act of 1971, as amended (the "Act"), a federal contractor may not make contributions to political committees. 52 U.S.C. § 30119(a); 11 C.F.R. § 115.2. Specifically, the Act prohibits "any person . . . [w]ho enters into any contract with the United States . . . for the rendition of personal services or furnishing any material, supplies, or equipment to the United States or any department or agency thereof" from making a contribution "if payment for the performance of such contract . . . is to be made in whole or in part from funds appropriated by the Congress." 52 U.S.C. § 30119(a)(1); *see also* 11 C.F.R. part 115.

2. These prohibitions begin to run at the beginning of negotiations or when proposal requests are sent out, whichever occurs first, and end upon the completion of

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performance of the contract or the termination of negotiations, whichever occurs last. 52 U.S.C. § 30119 (a)(1); 11 C.F.R. § 115.1(b).

3. These prohibitions apply to a federal contractor who makes contributions to any political party, political committee, federal candidate, or "any person for any political purpose or use." 52 U.S.C. § 30119(a)(1); 11 C.F.R. §§ 115.1, 115.2.

VI. Respondent violated 52 U.S.C. § 30119(a)(1) by making federal contractor contributions.

VII. Respondent will take the following actions:

1. Respondent will pay a civil penalty to the Commission in the amount of Thirty Four Thousand Dollars (\$34,000) pursuant to 52 U.S.C. § 30109(a)(5)(A).

2. Respondent will cease and desist from committing violations of 52 U.S.C. § 30119(a)(1).

VIII. The Commission, on request of anyone filing a complaint under 52 U.S.C. § 30109(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

IX. This agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire agreement.

X. Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

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XI. This conciliation agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained within this written agreement shall be enforceable.

FOR THE COMMISSION:

BY: Kathleen Guith
Kathleen M. Guith
Associate General Counsel
for Enforcement

9/25/17
Date

FOR THE RESPONDENT:

Elissa Flynn-Poppey
Elissa Flynn-Poppey
Counsel for Respondent

7/25/2017
Date

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