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**CLOSE-OUT MEMORANDUM**

**To:** File

**From:** Timothy L. Donnelly  
Assistant State Attorney in Charge  
David Schulson  
Assistant State Attorney  
Special Prosecutions and Public Corruption Unit

**Re:** Stacy Ritter  
SP07-10-085  
SP09-05-048

**Date:** July 2, 2015

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**I. EXECUTIVE SUMMARY**

This closeout memorandum comprises the results of investigations into three separate allegations of misconduct by Broward County Commissioner Stacy Ritter. The first investigation reopened a previously closed investigation<sup>1</sup> of Commissioner Ritter when additional information was provided to the Office of the State Attorney necessitating a new review of the allegation. This first investigation focused on whether Commissioner Ritter had received any unlawful compensation as a result of husband Russ Klenet's involvement in Vista Health Plan's efforts to become the single source health insurance provider for Broward County.

The Broward State Attorney's Office uncovered insufficient evidence in either its initial or subsequent investigation that Commissioner Stacy Ritter ever received any unlawful compensation as a result of her Vista vote, or that Russ Klenet ever received compensation from any firm fee derived from Dutko Worldwide, or, specifically, Will McKinley's work on behalf of Vista.

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<sup>1</sup> See SP07-10-085 Closeout Memorandum.

The second investigation focused on whether Commissioner Ritter had received unlawful compensation when she accepted a golf cart from developer Bruce Chait prior to becoming a candidate for the Broward County Commission and then later, within a month of becoming a Broward County Commissioner, voting on the Chait's development project.

There is insufficient evidence to prove that Commissioner Stacy Ritter violated the Criminal Statute of Unlawful Compensation by accepting a golf cart from developer Bruce Chait, while she was a Florida Senate Candidate, and later voting on Mr. Chait's project as a Broward County Commissioner.

The third investigation focused on whether Commissioner Ritter had violated any criminal election laws during her 2008 re-election campaign for Broward County Commissioner involving the spending of her campaign funds and the alleged inaccurate reporting of contributions and expenditures on her campaign treasurers' reports.

There is insufficient evidence to prove that Commissioner Stacy Ritter violated any criminal election laws during her 2008 re-election campaign for Broward County Commissioner involving the spending of her campaign funds and the reporting of contributions and expenditures on her campaign treasurers' reports.

## **II. VISTA HEALTH PLAN INVESTIGATION**

### **A. Summary**

In Special Prosecutions closeout memorandum SP07-10-085 dated April 1, 2008, Assistant State Attorney David Schulson originally found that there was insufficient evidence "that Stacy Ritter has ever received unlawful compensation from any private or governmental entity represented by Russ Klenet currently or in the past." Subsequent to that conclusion, additional information came to light as to Russ Klenet's involvement with Vista Health Plan, Inc.

("Vista"), and specifically with Vista's efforts in 2007 to become the single source health insurance provider for the employees of Broward County government.

As a result of this additional information, the Broward State Attorney's Office reopened the investigation of Stacy Ritter to determine if there was new evidence that Stacy Ritter had received any unlawful compensation as a result of Russ Klenet's involvement in Vista's efforts to become the single source health insurance provider for Broward County and her vote as a county commissioner for the selection of Vista as the single source health insurance provider. Voluminous records, including bank records, Broward County government records, and corporate records, were produced pursuant to subpoenas. Sworn statements were taken from Will McKinley, a Managing Principal for Dutko Worldwide; lobbyist William Rubin, President of The Rubin Group; lobbyist Heather Turnbull of The Rubin Group; lobbyist Judy Stern; Dr. Steven Scott, former Chairman and owner of Vista, and Catherine Aguirre, Vice President of Account Management for Vista.

After completing this renewed investigation, the Broward State Attorney's Office has once again concluded, as detailed below, that there is insufficient evidence that Stacy Ritter has ever received any unlawful compensation from Vista or from any other person or entity related to Vista.

#### **B. Investigation**

Russ Klenet and Stacy Ritter have been married since 2000. In November of 2006, Stacy Ritter was elected as a commissioner to the Broward County Commission. On February 2, 2007, Russ Klenet accepted a position as "Senior Vice-President and Managing Director, Broward County" for Dutko Worldwide, LLC with an effective date of March 1, 2007. As part of the agreement with Dutko Worldwide, Russ Klenet agreed to accept a base salary of \$375,000 which was contingent on a number of factors, including an assignment by Russ Klenet of a minimum of \$1,000,000 in annual revenue to Dutko Worldwide. When Russ Klenet merged his lobbying and consulting work with Dutko Worldwide in March of 2007, he brought with him a mostly Broward County base of clients with total billings in excess of \$40,000 per month and with the

understanding that he would no longer be representing these clients before the Broward County Commission.

After Stacy Ritter began to serve as a commissioner, she was concerned about potential voting conflicts because of her husband's lobbying history in Broward County. Commissioner Ritter proceeded to retain the services of attorney Mark Herron to request an advisory opinion from the Florida Commission on Ethics, which he did. On March 7, 2007, the Commission on Ethics rendered an advisory opinion which set forth the following summary: "A county commissioner is not presented with a voting conflict under Section 112.3143(3) (a), Florida Statutes, regarding votes/measures of the county commission affecting clients of a lobbying firm employing the commissioner's husband, where the husband receives *no compensation from any firm fee* derived from the firm's work in behalf of a client on a matter involving the county." (Emphasis added).

As of March of 2007, one of the subsidiaries of Dutko Worldwide was Dutko, Poole McKinley, LLC which is based in Tallahassee, Florida, but also has offices in Miami and Jacksonville. Will McKinley, a Managing Principal of Dutko Worldwide, is one of the people in charge of the operations of Dutko Poole McKinley. As of March of 2007, Vista had been a client of Dutko Poole McKinley and its predecessor entities since at least 2000. In fact, Will McKinley has had a longstanding business relationship with Dr. Steven Scott, the original founder of Vista. As of March of 2007, Vista was one of Dutko Poole McKinley's most valued clients as Vista was paying a monthly retainer of \$20,000 to Dutko Poole McKinley. As of March of 2007, Russ Klenet had never provided any lobbying or consulting services to Vista, and had only met Dr. Scott once or twice.

In April of 2007, Vista was in the process of assembling a team of lobbyists to deal with a health insurance provider renewal issue with the Broward County government. The issue was essentially whether the Broward County Commission would select Vista and Avmed to serve as dual health insurance providers, or select Vista or Avmed to serve as a single source insurance provider. Catherine Aguirre, Vice-President of Account Management for Vista, was the person primarily responsible for assembling the team of lobbyists for Vista. In April of 2007, the

primary local Broward County lobbyist for Vista was The Rubin Group led by Bill Rubin, President of The Rubin Group, and his associate, Heather Turnbull. Will McKinley also assumed a key role on this Vista lobbying team, due to his longstanding association with Vista and his relationship with Dr. Scott, as well as his strong business relationship with Broward County Commissioner Ilene Lieberman.

On April 18, 2007, Bill Rubin sent an email to Will McKinley and Russ Klenet regarding the renewal issue which stated in pertinent part as follows:

Will and Russ- Per our discussion earlier today, I told Steve, Cathy, and crew that I would speak to both of you, to get you involved.

In a sworn statement of Russ Klenet taken on August 20, 2010, he states he does not recollect receiving the email of April 18, 2007. However, Mr. Klenet does remember participating in at least 2 telephone conference calls with Bill Rubin, Will McKinley, and possibly Catherine Aguirre in which he was asked to explain Broward County's procurement codes and for his thoughts on strategies that might be employed by George Platt, the chief lobbyist for Avmed. There is no evidence that Russ Klenet ever discussed these brainstorming sessions with Stacy Ritter.

In the ensuing period between April 18, 2007 and the final vote on June 26, 2007, the health insurance provider renewal issue was reviewed and discussed by not only staff with the Broward County government, but also by the Insurance Selection Committee which included Commissioner Ritter as one of its members. During this period, members of the Vista lobbying team communicated and met with Broward County Commissioners. In fact, only days before the final vote on June 26, 2007, Will McKinley personally met with Commissioner Ritter and Commissioner Lieberman separately in their respective offices to discuss the renewal vote. Throughout this process, lobbyist Heather Turnbull recollects using Russ Klenet as a conduit to provide information and updates on this matter to Will McKinley. The insurance provider

renewal issue was of major importance to Vista, as sole health insurance provider status had the prospect of generating over \$38 million in premium revenue for Vista.

On June 25, 2007, Russ Klenet and Stacy Ritter were departing Florida for a European cruise. On June 24, 2007, the day before Russ Klenet and Stacy Ritter left for their European cruise, they had dinner with family members Edward & Helen Portner (Ritter's parents), Tina Portner (Ritter's sister), and Matthew & Stephanie Ritter (Ritter's children) at Café Bella Sera in Parkland. Russ Klenet paid \$551.48 and Edward Portner paid \$240 for the dinner. Russ Klenet proceeded to submit an expense report to Dutko Worldwide for his share of this family dinner listing the client on the expense report as "Vista Healthcare" and the reason for the expense as "host commission staff." Russ Klenet received full reimbursement for this dinner expense. However, based upon sworn testimony, no "commission staff" was present at this family dinner and there was no discussion of any Vista related business at the dinner. There is no evidence that Stacy Ritter had any knowledge of or participated in the submission by Russ Klenet of the false expense report to Dutko Worldwide.<sup>2</sup>

On June 25, 2007, Russ Klenet and Stacy Ritter left Florida for their European cruise, departing from Copenhagen. They arrived in Paris on the morning of June 26, 2007, and then took a connecting flight to Copenhagen arriving at approximately 1 pm Copenhagen time or 7 am Eastern Standard Time. As the Broward County Commission commenced its business on the morning of June 26<sup>th</sup>, Russ Klenet and Stacy Ritter settled into a hotel room in Copenhagen. Even though Commissioner Ritter was abroad, Commissioners Lieberman and Suzanne Gunzberger had urged her to participate and vote on certain matters. Russ Klenet set up his laptop in the hotel room so that he could monitor the commission meeting and wake up Stacy Ritter for portions of the meeting. The commission meeting commenced its work at 9:12 am and proceeded throughout the day and into the evening, concluding at 8:29 pm.

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<sup>2</sup> Similarly, Russ Klenet had submitted an expense report for \$83.32 to Dutko Worldwide in May of 2007 for reimbursement for an alleged meeting with Dr. Brenda Snipes, the Broward County Supervisor of Elections, for a "Meals & Entertainment" lunch on April 13, 2007 at Jackson's Steakhouse in Fort Lauderdale, Florida on behalf of client ES & S. Dr. Snipes denied ever meeting with Russ Klenet at a luncheon at Jackson's. Russ Klenet, when confronted with Dr. Snipes' denial, indicated that he recalled he never had lunch with Dr. Snipes at Jackson's but recollected that when he was at a Friday's restaurant in Coral Springs with his wife, Stacy Ritter, he saw Dr. Snipes and a male having dinner. He indicated that he picked up their tab at Friday's.

One of the items that Commissioner Ritter chose to discuss and vote on via teleconferencing was the health insurance renewal issue involving Vista. While in the hotel room, Russ Klenet received an email from lobbyist Heather Turnbull which stated "Vista item up." Russ Klenet also received a copy of an email from Vista VP Aguirre to Will McKinley which stated in pertinent part that "we need to make sure Stacy on phone." In yet another email sent from Ms. Turnbull to both Mr. McKinley and Mr. Klenet, she expressed concern about George Platt's ongoing argument that the commission should continue to support with dual providers. Ultimately, Commissioner Ritter joined her fellow commissioners in a 9-0 vote in favor of Vista serving as the sole health insurance provider for the employees of the Broward County government. In a sworn statement of Stacy Ritter taken on August 20, 2010, she testified that she does not remember discussing these emails with Russ Klenet.

Russ Klenet's relationship with Dutko Worldwide was short lived, as they severed their employment relationship by the end of December of 2007. Interestingly, when another Vista related matter came before the Broward County Commission on December 18, 2007, Commissioner Ritter executed a Memorandum of Voting Conflict form. Commissioner Ritter wrote in pertinent part on the conflict form "perceived or potential conflict with husband's employment with Dutko Poole McKinley that represents Vista Health."

There are two different sections relating to the crime of Unlawful Compensation in Florida Statute § 838.016. It is a crime to violate either of the sections of the statute. The first three elements to each of the sections are the same. The difference between the sections of the statute is the fourth element.

To prove the crime of Unlawful Compensation or Reward by a Public Servant for Official Behavior, in Florida Statute § 838.016(1) the State must prove the following four elements beyond a reasonable doubt: 1) Stacy Ritter was a public servant; 2) Stacy Ritter, or Russ Klenet as an agent of Stacy Ritter, requested, solicited, agreed to accept or accepted money or some other benefit from Dutko Worldwide or an agent of Dutko Worldwide; 3) The money or other benefit was something of value or advantage to Stacy Ritter and was not authorized by law; and 4) The request, solicitation, agreement to accept or acceptance was corruptly made for the

past, present, or future performance, nonperformance or violation of any act or omission of Stacy Ritter (a) that Dutko Worldwide believed to be within the official discretion of Stacy Ritter, or (b) in violation of a public duty of Stacy Ritter, or (c) in performance of a public duty of Stacy Ritter or that Stacy Ritter represented as being (a) within her official discretion, or (b) in violation of her public duty, or (c) in performance of her public duty.

To prove the crime of Unlawful Compensation or Reward by a Public Servant for Official Behavior, in Florida Statute § 838.016(2) the State must prove the following four elements beyond a reasonable doubt: 1) Stacy Ritter was a public servant; 2) Stacy Ritter, or Russ Klenet as an agent of Stacy Ritter, requested, solicited, agreed to accept or accepted money or some other benefit from Dutko Worldwide or an agent of Dutko Worldwide; 3) The money or other benefit was something of value or advantage to Stacy Ritter and was not authorized by law; and 4) The request, solicitation, agreement to accept or acceptance was corruptly made for the past, present, or future exertion of any influence upon or with Stacy Ritter regarding any act or omission which (a) Dutko Worldwide believed to be within the official discretion of Stacy Ritter, or in violation of a public duty of Stacy Ritter, or in performance of a public duty of Stacy Ritter or (b) was represented to Dutko Worldwide as being within the official discretion of Stacy Ritter or, in violation of the public duty of Stacy Ritter, or in performance of the public duty of Stacy Ritter.

While it is clear that Stacy Ritter was a public servant in June of 2007 who did vote on the Vista contract, there is insufficient evidence to prove Stacy Ritter violated the Unlawful Compensation Statute because there is insufficient evidence to support element two of the statute and no evidence to support element four of the statute. The second element of the statute requires the State to prove that Stacy Ritter, or Russ Klenet as an agent of Stacy Ritter, requested, solicited, agreed to accept or accepted money or some other benefit from Dutko Worldwide or an agent of Dutko Worldwide. In its broadest sense Russ Klenet did receive money from Dutko Worldwide in that he had a contract with the company and was to be compensated for work as an agent of the company. However, while Russ Klenet received money from Dutko Worldwide, pursuant to his contract, there is no evidence that Russ Klenet ever received any money for any work done on the Vista contract. Pursuant to his contract with Dutko Worldwide the money he



received from the agency was for work done on other contracts. He was not to lobby the Broward County Commission and was not paid to lobby the Commission as a representative of Dutko Worldwide on behalf of Vista. While he may have been involved in some email exchanges or efforts to awake his wife to ensure her vote on the contract, there is no evidence that any money ever paid to him from Dutko Worldwide was for any work on the Vista contract. Additionally, there is no evidence Stacy Ritter ever requested, solicited, agreed to accept or accepted money from Dutko Worldwide or Vista.

The fourth element of Florida Statute § 838.016(1) requires the State to prove that the request, solicitation, agreement to accept or acceptance was corruptly made for the past, present, or future performance, nonperformance or violation of any act or omission of Stacy Ritter (a) that Dutko Worldwide believed to be within the official discretion of Stacy Ritter, or (b) in violation of a public duty of Stacy Ritter, or (c) in performance of a public duty of Stacy Ritter or that Stacy Ritter represented as being (a) within her official discretion, or (b) in violation of her public duty, or (c) in performance of her public duty.

The fourth element of Florida Statute § 838.016(2) requires the State to prove that the request, solicitation, agreement to accept or acceptance was corruptly made for the past, present, or future exertion of any influence upon or with Stacy Ritter regarding any act or omission which (a) Dutko Worldwide believed to be within the official discretion of Stacy Ritter, or in violation of a public duty of Stacy Ritter, or in performance of a public duty of Stacy Ritter or (b) was represented to Dutko Worldwide as being within the official discretion of Stacy Ritter or, in violation of the public duty of Stacy Ritter, or in performance of the public duty of Stacy Ritter.

Both Florida Statute § 838.016(1) and Florida Statute § 838.016(2) require the State to prove that an acceptance was corruptly made, either for some future performance of an act or exertion of any influence by Stacy Ritter, i.e., voting on the Vista contract. Florida Statute § 838.014(4), defines "corruptly" as acting knowingly and dishonestly for a wrongful purpose.

In the sworn statement of Stacy Ritter taken on August 20, 2010, she essentially admitted that that there was an appearance of impropriety in some of her husband's actions and

involvement in the Vista matter. Yet, Ritter was adamant that her husband did not influence her vote in any respect on the Vista matter. Most importantly, the Broward State Attorney's Office uncovered insufficient evidence in this subsequent investigation that Commissioner Stacy Ritter ever received any unlawful compensation as a result of her Vista vote, or that Russ Klenet ever received compensation from any firm fee derived from Dutko Worldwide's, or specifically Will McKinley's work on behalf of Vista.

### **III. GOLF CART INVESTIGATION**

#### **A. Summary**

Bruce Chait, the owner of Prestige Homes of South Florida, and his son, Shawn Chait, were promoting a project to develop residential housing in Tamarac, Florida, in 2006, on two golf courses. During the process of getting approval to develop the golf courses into residential housing, Bruce and Shawn Chait gave money and gifts to several elected officials throughout Broward County. After being charged with crimes and pleading guilty, Bruce and Shawn Chait informed this office that they had given Stacy Ritter a golf cart, at her request, to assist her while she campaigned for political office.<sup>3</sup> At the time she received the golf cart Stacy Ritter was running for State Senate, District 32.

After receiving the golf cart from the Chait's, Stacy Ritter later withdrew from the democratic primary for State Senate and entered the race for Broward County Commission, District 3. In November of 2006, she was elected to the Broward County Commission and in December of 2006 voted on the project for the Chait's' Prestige Homes' development. This investigation sought to determine whether Stacy Ritter received unlawful compensation by accepting the golf cart and then later voting on the Chait's' project.

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<sup>3</sup> In case number 09-022483CF10A Bruce Chait pled guilty to Unlawful Compensation. He was adjudicated guilty and sentenced to 4 years of probation. In case number 09-022483CF10B Shawn Chait, Bruce Chait's son, pled guilty to Unlawful Compensation. Adjudication was withheld and he was sentenced to 4 years of probation.

After conducting this investigation, the Broward State Attorney's Office has concluded that there is insufficient evidence that Commissioner Stacy Ritter violated the criminal statute of Unlawful Compensation by accepting the golf cart while a Senate Candidate and later voting on the Chaits' project while a County Commissioner.

### **B. Investigation**

Stacy Ritter was elected to the Florida House of Representatives, District 96, in 1996 and served as a state representative until she was term limited out in 2004. In December of 2002 she opened a campaign account to run in the 2006 Democratic Primary for State Senate, District 32, as a Democratic candidate. The Florida Department of State, Division of Elections received her paperwork on January 8, 2003. Then Senator Walter 'Skip' Campbell was being term limited out of the senate and would later open a campaign account to run for Florida Attorney General. Also running in the Democratic Primary for State Senate, District 32, in 2006 were Jeremy Ring and James Haddad. Kenneth Lunkins ran as a write in candidate in the General Election. The qualifying period for this office was July 17-21, 2006.

In July of 2005, Broward County Mayor Ben Graber opened a campaign account to run for re-election in 2008 to the Broward County Commission, District 3. Mayor Graber had been a County Commissioner since 2000 and had previously served in the Florida House of Representatives from 1988 to 1996. However, in early 2006 he contemplated resigning from the Broward County Commission to run for the State Senate, District 32. He discussed this possibility with friends and supporters and discussed with the County Attorney the process of how his successor to the county commission would be selected upon his resignation.

On February 23, 2006 Mayor Graber opened a campaign account to run for State Senate, District 32. Then District 32 State Senate Candidate Stacy Ritter, was interested in running for the Broward County Commission if Mayor Graber was going to resign his commission seat and run for state senate. Upon hearing that Mayor Graber might resign as a county commissioner to run for the same senate seat Stacy Ritter was currently seeking, Ritter sought an opinion from the

law firm of Gray/Robinson as to the selection of Mayor Graber's successor upon his resignation.<sup>4</sup> On April 27, 2006 Attorney George N. Meros, Jr., wrote to Stacy Ritter:

You ask whether Florida law requires Ben Graber, an incumbent Broward County Commissioner, to resign his county office in order to qualify as a candidate for the Florida Senate, and, if so, how his successor will be chosen. We conclude that Mayor Graber may qualify as a candidate for Florida Senate in two ways. First, in accordance with the Resign-to-Run Law, he may submit a written and irrevocable resignation by July 7, 2006, providing for a resignation effective no later than November 7, 2006. In this event, Mayor Graber may continue to serve as Mayor until the effective date designated in his written resignation. His successor would be chosen at the 2006 general election, as though Mayor Graber's term was naturally scheduled to expire, and will assume office on the second Tuesday after the 2006 general election. The Governor may appoint an interim County Commissioner for the period intervening between the effective date of Mayor Graber's resignation and the date his successor assumes office.

Second, if Mayor Graber does not submit his resignation by July 7, he may qualify for the Florida Senate only by unconditionally resigning and vacating his county office before the end of qualifying – i.e., before noon on July 21. Thus, Mayor Graber may hold his county office beyond July 21 only if he submits his resignation by July 7, as discussed above. If Mayor Graber does not resign by July 7, but qualifies by vacating his office before noon on July 21, the method of selecting his successor will depend on the effective date of his resignation. If his resignation becomes effective on or before July 18, his successor will be chosen at the 2006 general election and will take office on the second Tuesday after the general election.\* The Governor may appoint an interim County Commissioner. If Mayor Graber's resignation becomes effective after July 18 but before the end of qualifying, the Governor will appoint a successor to serve the remainder of Mayor Graber's present term of office.

\*If Mayor Graber's resignation becomes effective prior to the first day of qualifying – i.e., prior to July 17, 2006 – qualifying for the vacated county office would take place from noon on July 17, to noon on July 21. Otherwise, the Secretary of State will schedule a special qualifying period.

Mayor Graber indicated, in a sworn statement, that when he received the County Attorney's opinion interpreting how his successor would be selected if he resigned as a county commissioner to run for state senate, he questioned the County Attorney's opinion. He said that when he disagreed with it he contacted the Florida Secretary of State's Office for its opinion. He

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<sup>4</sup> Stacy Ritter denied seeking the opinion and claimed her husband Russ Klenet may have requested the opinion.

later learned that the Secretary of State's opinion to him was the same as the opinion Mr. Meros gave to Stacy Ritter.

In March of 2006, the Tamarac City Commission approved the Chait's development project. Voting unanimously for the project were Tamarac Commissioners Beth Flansbaum-Talabisco, Patricia Atkins-Grad, Marc Sultanof, Harry Dressler, and Edward Portner, Stacy Ritter's father.

According to Bruce Chait, he met Stacy Ritter through her father, Tamarac City Commissioner Edward Portner. He said he frequently had lunch with Stacy Ritter during 2006, usually at Runyon's restaurant. He testified he questioned Stacy Ritter as to why she was going to run for the state senate seat against Jeremy Ring. Bruce Chait said Stacy Ritter "was thoroughly convinced that she was going to beat Jeremy Ring." He said, "I told Stacy that there's no way that she's ever going to beat Jeremy Ring." He said he kept telling her what everybody was telling him, "that Jeremy Ring was going to throw so much money into it [the race] that he was just going to beat anybody that ran."<sup>5</sup> "And she told me that I was crazy and she could beat him like a drum. And, I said, Stacy, I think you're wrong. I said, aren't you better off with Ben Graber's seat that you're just going to walk into? ... She said, yeah, I would rather have Graber's seat."

Bruce Chait urged her to consider running for Ben Graber's County Commission seat and told her that Ben Graber was going to resign his commission seat. According to Bruce Chait, "She told me that I was crazy and not to trust Ben. And I said I've known Ben for many, many years. And when Ben tells you something, that's the way it is. She says, don't trust Ben and I don't trust him and I'm not going to take my hat out of one ring and put it into another and all of a sudden I won't have any seat anymore."

Bruce Chait testified, "I told her I would set up a meeting with Ben. And if nothing else, let the two of you sit down and talk about it. And if you don't trust him after that, hey, you know,

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<sup>5</sup> Campaign Finance records for Jeremy Ring show that he raised \$221,401.46, loaned his campaign \$852,000.00 and spent \$1,073,401.46 in the 2006 District 32 State Senate Election.

so be it.” According to Bruce Chait, he said he then set up a meeting between Stacy Ritter and Ben Graber.

Prior to Stacy Ritter meeting with Mayor Graber, according to Bruce Chait, in May of 2006, while he was having lunch with Stacy Ritter at Runyon’s restaurant, Stacy Ritter mentioned to him how difficult it was walking around, campaigning. She asked Bruce Chait if he had a golf cart she could use. When he told her that his golf carts were “junk” because they were old gas golf carts, she said that she “would really, really, really appreciate a golf cart.” Soon after, on May 15, 2006, Bruce Chait purchased an electric golf cart for \$1998.10 from F.L.A. Electric & Gas Vehicles, Inc., and had the golf cart delivered to Stacy Ritter’s house. The golf cart was never listed on any Campaign Treasurer’s Report or Gift Disclosure Form. According to Bruce Chait, the day after the golf cart was delivered to Stacy Ritter; she called him and thanked him for the golf cart.

Stacy Ritter denied ever requesting a golf cart from Bruce Chait and indicated that she doesn’t recall when she met Bruce Chait. In her statement, she testified that Russ Klenet suggested they get a golf cart after Hurricane Wilma, which struck in October of 2005, had caused them to lose power for 15 days. She testified that after the hurricane had knocked trees down in their community, they saw their neighbors going to convenience stores by golf carts, getting around easier. Russ Klenet then asked the Chaites for a golf cart which the Chaites delivered in February of 2006.<sup>6</sup>

She further described the golf cart from the Chaites as a “worthless,” “surplus” golf cart they were going to throw away. “It looked like it was about 20 years old.” She testified that Russ Klenet “asked the Chaites for a golf cart because they were throwing one away anyway.” They replied, “Sure,” and “it showed up on my front doorstep.” She denied that it was given to her, but was given to Russ Klenet. She denied ever calling Bruce Chait and thanking him for the golf cart. She testified that she used the golf cart once during a July 4, 2006 parade in Tamarac. “I

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<sup>6</sup> The invoice for the golf cart is dated May 15, 2006; the check written for the golf cart is dated May 16, 2006; the Union Bank records for F.L.A. Electric & Gas Vehicles, Inc., show the funds were deposited in F.L.A.’s bank account on May 16, 2006; and, the Wachovia Bank records for Prestige Homes show the check cleared on May 18, 2006.

think that's the only time I used it. And it wasn't for the County Commission campaign because I was giving out State Senate T-shirts."<sup>7</sup>

Bruce Chait testified that the golf cart was practically new; it was an E-Z-GO cart which had been leased to an exclusive golf club and been used very little. He said it was the "Rolls Royce of golf carts." On August 16, 2008, Russ Klenet replaced the 6 batteries for the golf cart at a cost of \$890.40.

After the golf cart was delivered to Stacy Ritter, she and Ben Graber met at a Dunkin Donuts restaurant on Ramblewood Drive and University Drive in Coral Springs. Bruce Chait testified that he arranged the meeting between Stacy Ritter and Ben Graber; however, Stacy Ritter, Russ Klenet and Ben Graber testified that Russ Klenet approached Ben Graber to arrange the meeting. According to Ben Graber, Russ Klenet approached him after a luncheon at the Margate Democratic Club<sup>8</sup> and asked if he would meet with Stacy Ritter to sit down with her and confirm what he was going to do. Ben Graber said he would be glad to meet with her.<sup>9</sup>

At the meeting at the Dunkin Donuts Ben Graber testified that Stacy Ritter said to him that "she's considering running for the commission, that she needs to know for sure that I'm really leaving. And I said, well, I announced publicly that I'm going to run. Why would I do that? She said, well, I need to know from you directly that you're really going to leave and not leave me hanging out there. You're a cagey guy."

Graber then testified, "She said to me, are you going to put in a resignation letter? And I said eventually. She said, well, I'd like you to resign now and then I'll believe you. And I said, I'm not resigning now. I said, I'm not going to do that. I said, I will hand in the resignation letter

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<sup>7</sup> The July 4<sup>th</sup> parade occurred over a month after Stacy Ritter had withdrawn from the Senate race and over a month after she had opened her campaign account for the Broward County Commission race.

<sup>8</sup> The Margate Democratic Club Luncheon was held on April 22, 2006.

<sup>9</sup> Ben Graber did testify that when he told Bruce Chait he was going to run for the State Senate seat against Jeremy Ring and Stacy Ritter, Bruce Chait informed him he knows if Ben Graber runs for the Senate seat that Stacy Ritter's going to run for his County Commission seat. Ben Graber believed that Russ Klenet asked him to meet with Stacy Ritter because Bruce Chait, who was acting as an intermediary for Stacy Ritter, went and told Russ Klenet and Stacy Ritter that he was going to resign his Broward County Commission seat.

according to the law. Whatever it says. There was also a reason that if you resign too soon and then the governor can appoint and you miss the election site [sic]. So I didn't want to give the position away to an appointee."

In her sworn statement Stacy Ritter denied ever having any conversations with the Chait about switching from the State Senate race to the Broward County Commission race. She said she found out Ben Graber was running for the State Senate when he publicly announced it. She then met with Ben Graber at the Dunkin Donuts the day before she filed her papers to run for the County Commission seat. She said, "We talked about how we were going to engineer the switch. I didn't trust Ben Graber to actually make the switch. And I wasn't willing to get out of the State Senate race unless I knew Ben was committed to getting out -- to not run -- to getting out of -- to resigning his Commission seat. We chose, we decided that we would meet at the Supervisor of Elections office downtown on June 1<sup>st</sup>, which might have been the next day. And we would do it at the same time."

Ben Graber denied coordinating any switch with Stacy Ritter. Although he wasn't certain of the day he met Stacy Ritter at the donut shop, he said he had publicly announced the day he was going to file his papers for the State Senate seat and she happened to be at the Supervisor of Elections Office the same day to file her paperwork for the Broward County Commission seat.

On June 1, 2006 Broward County Commissioner Ben Graber informed Broward County Supervisor of Elections Dr. Brenda Snipes that he was resigning as a Broward County Commissioner, District 3, effective November 7, 2006, to run for State Senate, District 32. On the same day, June 1, 2006, Ritter sent a letter to the Department of State withdrawing from the Florida State Senate Democratic Primary for District 32. She then became a candidate for the Broward County Commission, District 3. In November of 2006, Stacy Ritter was elected to the Broward County Commission. In December of 2006, she voted on the Chait's project. There is no evidence that Stacy Ritter ever met with the Chait prior to the December vote or discussed voting on the project prior to the vote; however, according to Bruce Chait, Stacy Ritter and Bruce Chait met for lunch at Bernie's Bagel place within a couple of weeks after the vote.



During this luncheon, Chait testified that Ritter told him that she appreciated everything Chait did for her and that she would always be there for him if there was ever anything he needed.

Bruce Chait testified he and Stacy Ritter had a falling out when Ritter supported Mayor Beth Flansbaum-Talabisco in her re-election for Mayor of Tamarac and Chait supported Ritter's then 84 year old father, Ed Portner, for Mayor of Tamarac in the November 2009 election. Stacy Ritter confirmed in her statement that she has not spoken with Bruce Chait since September of 2009 after she and Bruce Chait had a conversation over a deed restriction regarding the golf course development.

There are two different sections relating to the crime of Unlawful Compensation in Florida Statute § 838.016. It is a crime to violate either of the sections of the statute. The first three elements to each of the sections are the same. The difference between the sections of the statute is the fourth element.

To prove the crime of Unlawful Compensation or Reward by a Public Servant for Official Behavior, in Florida Statute § 838.016(1) the State must prove the following four elements beyond a reasonable doubt: 1) Stacy Ritter was a public servant; 2) Stacy Ritter requested, solicited, agreed to accept or accepted a golf cart from Bruce Chait; 3) The golf cart was something of value or advantage to Stacy Ritter and was not authorized by law; and 4) The request, solicitation, agreement to accept or acceptance was corruptly made for the past, present, or future performance, nonperformance or violation of any act or omission of Stacy Ritter (a) that Bruce Chait believed to be within the official discretion of Stacy Ritter, or (b) in violation of a public duty of Stacy Ritter, or (c) in performance of a public duty of Stacy Ritter or that Stacy Ritter represented as being (a) within her official discretion, or (b) in violation of her public duty, or (c) in performance of her public duty.

To prove the crime of Unlawful Compensation or Reward by a Public Servant for Official Behavior, in Florida Statute § 838.016(2) the State must prove the following four elements beyond a reasonable doubt: 1) Stacy Ritter was a public servant; 2) Stacy Ritter requested, solicited, agreed to accept or accepted a golf cart from Bruce Chait; 3) The golf cart

was something of value or advantage to Stacy Ritter and was not authorized by law; and 4) The request, solicitation, agreement to accept or acceptance was corruptly made for the past, present, or future exertion of any influence upon or with Stacy Ritter regarding any act or omission which (a) Bruce Chait believed to be within the official discretion of Stacy Ritter, or in violation of a public duty of Stacy Ritter, or in performance of a public duty of Stacy Ritter or (b) was represented to Bruce Chait as being within the official discretion of Stacy Ritter or, in violation of the public duty of Stacy Ritter, or in performance of the public duty of Stacy Ritter.

With respect to the first element of Florida Statutes § 838.016(1) and § 838.016(2), it is clear from any reading of the statutes that Stacy Ritter was a public servant both at the time the golf cart was received from Bruce Chait and at the time she voted on the development project. Although there is conflicting testimony as to whom and when the golf cart was given, Stacy Ritter was a public servant and not a private citizen at the time the golf cart was received. Whether it was in February of 2006 as she testified to or in May of 2006 when Bruce Chait testified to, Stacy Ritter was a candidate for public office at the time the golf cart was received and therefore a public servant.

In Florida Statute § 838.014(6), a public servant is defined as: *(a) any officer or employee of a state, county, municipal, or special district agency or entity*; or (b) any legislative or judicial officer or employee; or (c) any person, except a witness, who acts as a general or special magistrate, receiver, auditor, arbitrator, umpire, referee, consultant, or hearing officer while performing a governmental function; or (d) *a candidate for election or appointment to any of the positions listed in (a), (b), or (c)*, or an individual who has been elected to, but has yet to officially assume the responsibilities of, public office. (Emphasis added).

Florida Statute § 106.011(16), defines candidate as: (a) a person who seeks to qualify for nomination or election by means of the petitioning process; or (b) a person who seeks to qualify for election as a write-in candidate; or (c) *a person who receives contributions or makes expenditures, or consents for any other person to receive contributions or make expenditures, with a view to bring about his or her nomination or election to, or retention in, public office;* or (d) *a person who appoints a treasurer and designates a primary depository*, or (e) a person

who files qualification papers and subscribes to a candidate's oath as required by law. (Emphasis added).

Because she was a candidate at the time the golf cart was received from Bruce Chait, pursuant to Florida Statute § 838.014(6)(d) she was a public servant. Because she was a Broward County Commissioner when she voted on the development project in December of 2006, pursuant to Florida Statute § 838.014(6)(a) she was a public servant.

The second element of Florida Statutes § 838.016(1) and § 838.016(2) requires the State to prove that Stacy Ritter requested, solicited, agreed to accept or accepted a golf cart from Bruce Chait. Stacy Ritter denied requesting or even receiving the golf cart from Bruce Chait. She testified that her husband Russ Klenet asked Bruce Chait for an old golf cart that he was going to throw away and that Bruce Chait gave the golf cart to her husband, sometime in February of 2006. She denied having anything to do with the acquisition or receipt of the golf cart and said she only used the golf cart the one time during the July 4<sup>th</sup> parade. Bruce Chait testified that Stacy Ritter asked him for a golf cart to use while campaigning. He then bought a golf cart and had it delivered to Stacy Ritter. The receipts and bank records regarding the purchase of the golf cart corroborate Bruce Chait's testimony on this point. Even if one accepted Stacy Ritter's testimony that Bruce Chait's gift of the golf cart was to her husband Russ Klenet and not to her, there is still sufficient evidence to satisfy this element of the statute.

The third element of Florida Statutes § 838.016(1) and § 838.016(2) requires the state to prove the golf cart was something of value or advantage to Stacy Ritter and was not authorized by law. Florida Statute § 838.014(1), defines "benefit" as a gain or advantage, or anything regarded by the person to be benefited as a gain or advantage, including the doing of an act beneficial to any person in whose welfare he or she is interested, including any commission, gift, gratuity, property, commercial interest, or any other thing of economic value not authorized by law.

Stacy Ritter described the golf cart received from Bruce Chait as 20 years old and "worthless." However, the receipts show that Bruce Chait paid \$1998.10 for it in May of 2006.

Also, Russ Klenet bought new batteries for the golf cart for \$890.40 two years later in August of 2008. Clearly, the golf cart had value. Stacy Ritter also testified that she only used the golf cart once during a July 4<sup>th</sup> parade. According to her testimony, she never rode it in the parade but sat in it and passed out t-shirts with her name on them indicating she was a candidate for the State Senate. She denied that she used it during her campaign for the Broward County Commission seat; however, at the time of the parade and use of the golf cart at it, Stacy Ritter was clearly a candidate for Broward County Commission and not a candidate for State Senate, having formally withdrawn from the Florida State Senate District 32 Democratic Primary on June 1, 2006 and filing her Statement of Candidate for the Office of County Commission District 3 on the same day. It doesn't matter whether the t-shirts had her name on them as a candidate for Broward County Commission or State Senate. The purpose in giving the t-shirts to the public was for exposure and to promote herself as a candidate for office. The use of the golf cart to assist her in this purpose clearly shows the golf cart had value and was used as an advantage for her in her campaign.

The fourth element of Florida Statute § 838.016(1) requires the State to prove that the request, solicitation, agreement to accept or acceptance was corruptly made for the past, present, or future performance, nonperformance or violation of any act or omission of Stacy Ritter (a) that Bruce Chait believed to be within the official discretion of Stacy Ritter, or (b) in violation of a public duty of Stacy Ritter, or (c) in performance of a public duty of Stacy Ritter or that Stacy Ritter represented as being (a) within her official discretion, or (b) in violation of her public duty, or (c) in performance of her public duty.

The fourth element of Florida Statute § 838.016(2) requires the State to prove that the request, solicitation, agreement to accept or acceptance was corruptly made for the past, present, or future exertion of any influence upon or with Stacy Ritter regarding any act or omission which (a) Bruce Chait believed to be within the official discretion of Stacy Ritter, or in violation of a public duty of Stacy Ritter, or in performance of a public duty of Stacy Ritter or (b) was represented to Bruce Chait as being within the official discretion of Stacy Ritter or, in violation of the public duty of Stacy Ritter, or in performance of the public duty of Stacy Ritter.

Both sections of the statute require the State to prove that the acceptance was corruptly made, either for some future performance of an act or exertion of any influence by Stacy Ritter, i.e., voting on the Chait's development project. Florida Statute § 838.014(4), defines "corruptly" as acting knowingly and dishonestly for a wrongful purpose.

In December of 2006 when Stacy Ritter voted on the Chait's project she was a Broward County Commissioner. There is no evidence to prove that her vote was cast because the Chait's gave her a golf cart, or benefit, in May of 2006. Bruce Chait has never testified that he gave the golf cart to Stacy Ritter as a bribe for her vote on his project. He obviously hoped his gift would influence her if she switched races, ran for and was elected to the Broward County Commission. He hoped she would remember his generosity and vote for his project. It is clear that he gave her the golf cart to ingratiate himself, and thereby his project, with her. However, there is insufficient evidence to prove any corrupt intent on her part, when she accepted the golf cart and later voted on the project.

At the time Stacy Ritter received the golf cart from Bruce Chait she was a candidate for State Senate. Whether one accepts Stacy Ritter's testimony or Bruce Chait's testimony as to when and how she received the golf cart, the fact is: She was a candidate for public office, but she was not a candidate for the Broward County Commission when she received the golf cart. This fact becomes important when determining if there is any evidence to prove that she possessed the necessary corrupt intent required under the statute to be guilty of unlawful compensation.

The State would have to prove that the golf cart she received was accepted for the future performance of an act or exertion of an influence by Stacy Ritter (voting on the Chait's project) that either she represented or he believed would be within her official discretion, performance of a public duty or violation of a public duty. Florida Statute § 838.016(3), states: "It is not necessary for the State to prove that the exercise of official discretion or violation of a public duty or performance of a public duty for which the bribe was requested or solicited was accomplished or was within the official discretion or public duty of the defendant."

However, there is no evidence that Bruce Chait ever told Stacy Ritter why he was giving her the golf cart, other than his testimony that she said it would be easier to campaign with the golf cart to drive around. There is no evidence that Bruce Chait ever met with or discussed his project with Stacy Ritter after she filed as a candidate to run for Broward County Commissioner through the date of the election and the date of the vote on the project. There is no evidence that Stacy Ritter accepted the golf cart from Bruce Chait to vote on his development project. At the time she received the golf cart, she was a candidate for State Senate. She could not assist Bruce Chait's project as a State Senator, only as a local official. The evidence also shows that Stacy Ritter never made up her mind that she was going to enter the race for Broward County Commissioner until Ben Graber committed to the State Senate race by filing a written resignation from the County Commission. This event happened after the golf cart had been delivered to Stacy Ritter. While there is evidence that Stacy Ritter explored running for the Broward County Commission and made it known that she would rather run for County Commissioner than State Senator, at the time that she received the golf cart from Bruce Chait, she still had not officially committed to running for anything other than the State Senate. Since she could not have assisted the Chait's with their project as a State Senator, these facts negate finding the corrupt intent element of the statute at the time that she received the golf cart.

In sum, there is insufficient evidence to prove that Stacy Ritter violated the unlawful compensation statute when she received the golf cart from the Chait's, when she was a Senate Candidate, and then later voted on their project as a County Commissioner.

#### **IV. RE-ELECTION CAMPAIGN ACCOUNTS**

##### **A. Summary**

In May of 2009, a complaint was received by the State Attorney's Office in reference to Stacy Ritter's conduct during her 2008 re-election campaign. The complaint alleged that Commissioner Stacy Ritter had violated numerous election laws during her 2008 re-election campaign for Broward County Commissioner involving the spending of her campaign funds and the inaccurate reporting of contributions and expenditures on her campaign treasurers' reports.

After reviewing Commissioner Ritter's Campaign Treasurer's Reports, viewing the investigative files and reports of the Florida Elections Commission, taking sworn statements, and reviewing other records and receipts pertinent to the allegations, the Broward State Attorney's Office concludes there is insufficient evidence to prove that Commissioner Stacy Ritter violated any criminal election laws during her 2008 re-election campaign for Broward County Commissioner.

### **B. Investigation**

Parallel complaints regarding Commissioner Stacy Ritter's conduct during her 2008 re-election campaign were made to the State Attorney's Office and to the Florida Elections Commission. The complaints involved a litany of allegations in reference to Commissioner Ritter's Campaign Treasurer's Reports. The Florida Elections Commission found probable cause on 28 counts that Commissioner Ritter violated the Florida Election Code.

Counts 1-3 alleged that Commissioner Ritter submitted and certified on three different occasions three campaign treasurer reports that were not true. Counts 4-14 alleged that Commissioner Ritter failed to report a contribution to her campaign on her campaign treasurer's reports. Count 15 alleged that Commissioner Ritter failed to report an expenditure on her campaign treasurer's report. Counts 16-20 alleged that Commissioner Ritter failed to report the purpose of the reimbursements to her husband, Russ Klenet, on the campaign treasurer's reports. Counts 20-21 alleged that Commissioner Ritter accepted a contribution after she became an unopposed candidate. Counts 22-23 alleged that Commissioner Ritter failed to return the contributions in counts 20-21 after she became unopposed. Counts 24-25 alleged that Commissioner Ritter issued pro-rata refunds checks incorrectly. Count 26 alleged that Commissioner Ritter accepted a contribution in excess of the legal limit. Counts 27-28 alleged that Commissioner Ritter failed to properly dispose of her funds and file a report within 90 days of becoming unopposed.

In November of 2011 Commissioner Ritter and the Florida Elections Commission entered a Consent Order resolving all of the allegations against her. Commissioner Ritter

stipulated that: 1) she received eleven contributions in the amount of \$500 each, deposited them in her campaign account, but failed to timely report them on her campaign treasurer's reports; 2) she did not timely file her termination report within 90 days after she became unopposed; and 3) she did not timely dispose of all remaining funds in her campaign as required by the statute. As part of the resolution, Counts 1-3 and 15-26 were dismissed and the parties agreed that the staff could establish a prima facie case to Counts 4-14 and 27-28 that Stacy Ritter had violated Florida Statutes §§ 106.19(1)(b) and 106.141(1). Commissioner Ritter paid a civil penalty of \$8,000.00, plus \$300.00 for incurred expenses.

With respect to the allegations that Commissioner Ritter resolved with the Elections Commission where she stipulated that there was probable cause that she had violated the election code, Commissioner Ritter acknowledged that she did not initially list the eleven contributions on her campaign treasurer's report for the correct reporting period when she received the campaign contributions, but did list them on a campaign treasurer's report for a subsequent reporting period.

Commissioner Ritter explained that her husband, Russ Klenet, acted as her campaign manager and took responsibility for running her campaign. Although she signed each campaign treasurer's report, she relied upon the information that was given to her. Commissioner Ritter's campaign treasurer's reports are replete with inaccuracies and errors. While the candidate is ultimately responsible for the accuracy of the information contained within the campaign treasurer's reports, to prove a criminal violation the State would have to prove that Commissioner Ritter intentionally falsified the reports. While her blind ignorance or faith in another to accurately report the information is not a defense to an elections law violation, it is a defense to a criminal violation because there is insufficient evidence to prove that she intentionally falsified the reports. Although she acknowledged to the Florida Elections Commission that she had submitted an inaccurate report, there is no evidence to prove that she intentionally falsified the report when the contributions were deposited in her campaign account and reported on the following reporting cycle.



The Florida Elections Commission also found that Commissioner Ritter did not timely file her termination report within 90 days after she became unopposed and that she did not timely dispose of all her remaining funds in her campaign as required. Commissioner Ritter acknowledged that through an erroneous accounting methodology, errors were made in the pro rata redistribution of campaign contributions after she became unopposed. There is no evidence though that any distribution of the funds was criminally illegal or violated any criminal statute.

There were many other allegations against Commissioner Ritter that questioned the expenditure of funds from her campaign account. Florida Statute 106.011(4)(a) defines expenditure as: "Expenditure' means a purchase, payment, distribution, loan, advance, transfer of funds by a campaign treasurer or deputy campaign treasurer between a primary depository and a separate interest bearing account or certificate of deposit, or gift of money or anything of value made for the purpose of influencing the results of an election or making an electioneering communication."

Section 106.07(4), Florida Statutes, allows a candidate or other individual to be reimbursed for expenses incurred in connection with the campaign by a check drawn on the campaign account and reported. As long as the expenses are used in connection with the candidate's campaign they are considered legitimate expenses. The only prohibition clearly outlined in the statutes, before a candidate becomes unopposed, is Florida Statute 106.1405 which indicates that a candidate or the spouse of a candidate may not use campaign funds to defray normal living expenses for the candidate or the candidate's immediate family other than expenses actually incurred during the campaign for transportation, meals and lodging.

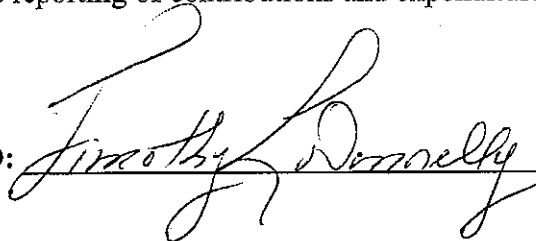
This office examined several "questionable" expenditures listed in her campaign treasurer's reports. They included a December 17, 2007 purchase of I-Phones with campaign funds, a June 5, 2008 purchase of 4 concert tickets for 3 different concert performances at the Bank Atlantic Center with campaign funds, and various expenditures of funds to her husband Russ Klenet and herself for meals, campaign events and general reimbursements.

The statute affords candidates great latitude in how they spend their campaign funds. If the expense is related to the campaign in any way, then the expense can be classified a legitimate campaign expenditure. After reviewing the "questionable" expenses listed in the campaign treasurer's reports, there is insufficient evidence to prove that the expenses are not campaign related. In fact, in each of the expenses, there is some evidence that the expense was in some way incurred in connection with the campaign. While some may question the necessity, extravagance, or tastefulness of a candidate's campaign expenditure, it is not within this office's authority to dictate to a candidate how to legitimately spend the candidate's campaign money.

Commissioner Ritter's attorney noted in a letter to our office that Mr. Klenet, who acted as Commissioner Ritter's *de facto* campaign manager, was not compensated from the campaign account even though he could have been compensated for his services. The attorney indicated that the only funds given to Mr. Klenet were reimbursements for expenses he incurred on behalf of the campaign. The Florida Elections Commission initially examined the failure to report on the campaign treasurer's reports the purpose for the reimbursements to Mr. Klenet and Commissioner Ritter; however, those counts regarding the monies paid to Mr. Klenet were then dismissed as part of the settlement between the Florida Election Commission and Commissioner Ritter as there is great latitude afforded to candidates in how to spend their campaign funds.

The Broward State Attorney's Office concludes there is insufficient evidence to prove that Commissioner Stacy Ritter violated any criminal election laws during her 2008 re-election campaign for Broward County Commissioner involving the spending of her campaign funds and the inaccurate reporting of contributions and expenditures on her campaign treasurers' reports

APPROVED:



DATE:

7-2-2015