BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION

In the matter of	)	No. 10-WBI-0210-1
	)	
	)	
Teri Woods	)	SETTLEMENT AGREEMENT
	)	

This settlement is made between Teri Woods and the Executive Director of the Seattle Ethics and Elections Commission (the "Director"). Upon approval by the Seattle Ethics and Elections Commission (the "Commission"), the following findings, conclusions and agreements shall be binding upon Ms. Woods, the Director, and the Commission (the "Parties"), and their successors, heirs and assigns, and shall constitute the complete agreement between the Parties.

Ms. Woods and the Director agree to the following:

FINDINGS OF FACT

1. Ms. Teri Woods works in the Utility Assistance Group (UAG) in the Mayor's Office for Senior Citizens (MOSC). Ms. Woods has worked at the City for more than 20 years.

The UAG and Project Share

2. The UAG determines whether residents qualify for various utility assistance programs, including Project Share, an assistance program available to income-qualified Seattle City Light (SCL) customers, the City's Utility Discount Program (UDP), which offers a 50 percent ongoing discount on all utility charges, and available federal and state energy assistance programs.

3. Project Share is funded by voluntary donations that SCL customers include when they pay their electric bill. The purpose of the program is to reduce a customer's bill to a manageable level, and to stave off disconnection of electrical service while the customer secures funds from other community organizations, or qualifies for one of the other utility assistance programs. Each qualified household is eligible to receive up to $500 in Project Share funds in a twelve-month period. Qualified households receive the first $250 without making a co-payment. The second $250 requires the customer to make a $2 payment for each $1 in Project Share funds that they receive. (For example, a qualified household seeking assistance paying a $400 electric bill would be eligible to receive $250 of Project Share funds toward the bill up front, but would need to make a $100 payment before receiving the additional $50, and thereby paying their bill in full.)

4. Prior to May 2009, UAG employees determined income eligibility for Project Share funds based solely on a telephone interview. No verification was required. The employee placed the information on an electronic form known as the "Emergency Utility Assistance Intake."

5. In May 2009, MOSC began requiring the completion of a UDP Application for all Project Share applicants. A UDP application requires the names and ages of all persons living in the household, the total household monthly income from all sources, a listing of basic household expenses with documentation, and inclusion of income documentation for three consecutive months.

6. The qualifying income threshold for Project Share is, and has been for the time period covered by this agreement, 70 percent of the State's median income. The table at the left shows the income thresholds in effect for 2009.

# Res	Per Mo	Per Yr
1	$2,380	$28,560
2	$3,112	$37,344
3	$3,845	$46,140
4	$4,577	$54,924
5	$5,309	$63,708
6	$6,041	$72,492
7	$6,179	$74,148
8	$6,316	$75,792

7. The Project Share and UDP Guidelines used by UAG employees and dated July 2009 reads as follows:

- No customer referrals will be made to Project Share if the customer balance is greater the $1,000
- Customers will utilize EAP and ELIA as appropriate.
- Project Share assistance is limited to once in a twelve month period.
- Maximum pledge per twelve month period shall be $500 per customer account.
  - The first $250 in Project Share funds may be pledged without a customer match
  - An additional $250 in Project Share may be pledged on a 50% matching basis (i.e. for each $2.00 the customer pays, Project Share will pledge an additional $1.00 to a maximum of $250.
- Customers will have two weeks to raise any matching funds.
- Customer matching funds shall not include EAP or ELIA assistance.
- Payment arrangements will be made on the remaining balance
- HSD will maintain a $10,000 fund balance in the Project Share account.
- Customers living in non-subsidized housing must submit a completed Utility Discount Program application prior to the approval of a Project Share pledge.
- No exceptions shall be made to these policies without approval by the Utility Assistance Program supervisor.

Disbursement of Project Share Funds to Mr. Paul Howie

8. Ms. Woods was involved in a romantic relationship with Mr. Paul Howie from 2005 until early 2009.

9. Mr. Howie has been a King County employee since 1992. King County records show Mr. Howie's annual income, including overtime, to have been $64,163 in 2007, $63,308 in 2008 and $65,677 in 2009.

10. Ms. Woods authorized Project Share assistance for Mr. Howie on four occasions between May 2007 and August 2009. Ms. Woods completed intake forms in each instance which list Mr. Howie's household income as $3,000 per month, and his household size as two.

- In May 2007, Ms. Woods approved a Project Share payment to Mr. Howie's electric bill totaling $186.

- In May, 2008, Ms. Woods approved a Project Share payment to Mr. Howie's electric bill totaling $334. There is no record of Mr. Howie making a $168 co-payment within 60 days of May 2008, nor any record of an exception being approved by the Utility Assistance Program supervisor.

- In March 2009, Ms. Woods approved a Project Share payment to Mr. Howie's electric bill totaling $400. There is no indication that the required customer co-payment was made, and the payment together with the May 2008 exceeded the $500 per 12-month period limit by $234. There is no record of exceptions being approved by the Utility Assistance Program supervisor.

- In August, 2009, Ms. Woods approved a Project Share payment to Mr. Howie's electric bill totaling $100. There is no UDP application on file or documentation verifying income, as required under the May 2009 Guidelines, nor any record of an exception being approved by the Utility Assistance Program supervisor.

Disbursement of Project Share Funds to Mr. Anthony Ross

11. Mr. Anthony Ross is Ms. Woods's ex-husband and the father of her children. On two occasions, Ms. Woods made the determination that Mr. Ross was eligible for Project Share funds and authorized funds to be paid toward his electric bill.

- In July 2008, Ms. Woods approved a Project Share payment to Mr. Ross's electric bill totaling $312. Mr. Ross paid $100 of the $142 required for him to receive the amount of the pledge over $250. There is no record of an exception being approved by the Utility Assistance Program supervisor.

- On September 4, 2009, Ms. Woods approved a Project Share payment to Mr. Ross's electric bill totaling $397. Although Mr. Ross should have made a $294 matching payment, SCL records do not confirm a payment. Ms. Woods noted on the file that the customer had paid $160 on July 11, 2009, but Mr. Ross actually made a $100 payment in April and a $60 payment in June, well outside the window for qualifying as a match. There is no UDP Application on file or documentation verifying income and no record of an exception being approved by the Utility Assistance Program supervisor.

CONCLUSIONS OF LAW

1. Effective July 21, 2009, the Seattle Ethics Code, SMC 4.16.070.1.c, provides that a Covered Individual may not "[p]erform any official duties when it could appear to a reasonable person, having knowledge of the relevant circumstances, that the Covered Individual's judgment is impaired because of (1) a personal or business relationship not covered under subsection [4.16.070.1.a] or [4.16.0701.b] or (2) a transaction or activity engaged in by the Covered Individual."

2. Prior to July 21, 2009, the Seattle Ethics Code, SMC 4.16.070.1.a provided that no City officer or employee shall "[e]ngage in any transaction or activity, which is, or would to a reasonable person appear to be, in conflict with or incompatible with the proper discharge of official duties, or which impairs, or would to a reasonable person appear to impair, the officer's or employee's independence of judgment or action in the performance of official duties and fail to disqualify him or herself from official action in those instances where the conflict occurs."

3. The Seattle Ethics Code, SMC 4.16.070.2.a states that no Covered Individual may "use or attempt to use his or her official position for a purpose that is, or would to a reasonable person appear to be primarily for the private benefit of the Covered Individual or any other person, rather than primarily for the benefit of the City."

4. Ms. Teri Woods is a City employee, and therefore a Covered Individual, subject to the City's Ethics Code under the Code sections quoted above.

5. Ms Woods used her City position for other than a City purpose in violation of SMC 4.15.070.2.a when she approved payments for Mr. Howie despite the fact that his income substantially exceeded the allowable limit for the disbursement of Project Share funds.

6. Ms. Woods's relationships with Mr. Paul Howie, with whom she was involved in a romantic relationship, and Mr. Anthony Ross, her ex-spouse and the father of her children, would appear to a reasonable person, having knowledge of the relevant circumstances, to have impaired her judgment in the performance of her official duties. Therefore, Ms. Woods was required to disqualify herself from taking official actions on their applications.

7. Ms. Woods did not disqualify herself, and therefore violated SMC 4.16.070.1.a (prior to July 2009), and 1.c (after July 2009). Instead she approved six disbursements in total to these two individuals, five of which did not comply with program guidelines.

AGREEMENT

8. Ms. Woods acknowledges that she violated the Seattle Ethics Code when she disbursed Project Share funds to Mr. Paul Howie and Mr. Anthony Ross.

9. Ms. Woods agrees to pay the City of Seattle $600 for her violations of SMC 4.16.070.1 and 2.a. This may be paid in installments at a rate of $50 per month for the next 12 consecutive months, payments to begin no later than September 20, 2010. Ms Woods shall provide the SEEC with proof of payment each quarter.

10. Ms. Woods further agreed to work with MOSC to have Project Share reimbursed the $1,020 disbursed to Mr. Paul Howie, who did not qualify for Project Share funds. The Director acknowledged receipt of documents showing that those funds were returned by SCL to Project Share, and that SCL has billed Mr. Howie $1,020.

11. The Parties agree that this settlement agreement, upon the Commission's approval, will constitute, insofar as is legally possible, a full and final settlement between the Parties, as to all facts, actions, controversies and matters that have occurred or may have

occurred, as described herein, related to Ms. Woods violation of the Seattle Code of Ethics, and do forever release, acquit and discharge each party, its present or former officials, employees, agents, representatives, heirs and assigns from all present claims, demands, damages, costs (specifically including attorney's fees and costs), actions or causes of action arising out of all facts, actions, controversies and matters that have occurred or may have occurred or in any way related to Ms. Woods violation of the Ethics Code, and the acts or omissions of the Commission, its members, agents or employees in handling the matter filed under Ethics and Elections Commission Case No. WBI 10-0210-1 and any events related thereto.

12. The Parties agree that the Commission's review of this settlement agreement does not preclude the Commission from hearing this case in the event that the Commission rejects this agreement and calls for a hearing, or in the event that Ms. Woods rejects any Commission modification of this agreement and requests a hearing.

13. The Parties agree that if Ms. Woods breaches this agreement, in any respect, the Commission will be entitled to hold a special meeting or a regular meeting to issue a determination that Ms. Wood has violated the Seattle Ethics Code. Under the municipal code, the Commission may impose a fine of up to $5,000 per violation, and may require costs that do not exceed the amount of any monetary fine.

14. The Parties agree that this settlement incorporates and supersedes any and all other oral and written agreements and assurances of any and all kinds between the parties, and that there are no other written or oral agreements that alter or modify this agreement.

Teri Woods
Date: 8/25/10, 2010

Wayne Barnett, Executive Director
Date: Aug. 25, 2010

August 24, 2010

To Whom It May Concern:

Thank you for taking the time to read my correspondence. I have signed the agreement and just wanted to share my thoughts.

I was trained for this position twenty-two years ago to assist customers who were in need of assistance with their Seattle City Light bills, whether I knew them or not. I was told at that time if I were to err be sure to do so on the side of the customer. That was a mantra I worked by until now.

I accept full responsibility for thinking with my heart and not my head. Being a single parent and always surviving from paycheck to paycheck has made me overly compassionate toward others in distress and this was whether I knew them personally or not. I also want to point out that assisting Mr. Howie and Mr. Ross in their time of need did not benefit me financially, personally or professionally as they are both delinquent on their bills now.

In retrospect would I think more reasonably? The answer is yes. Have I learned from this experience? Yes! Do I **truly understand transparency? Yes!**

If you have further questions or need clarification feel free to contact me

Sincerely,

Teri L. Woods