BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION

In the matter of	)	No. 11-1-0705-1
	)	
RAND LITTLE	)	SETTLEMENT AGREEMENT
	)	

This settlement is made between Mr. Rand Little 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 Mr. Little, the Director, and the Commission (the "Parties"), and their successors, heirs and assigns, and shall constitute the complete agreement between the Parties.

Mr. Little and the Director agree to the following:

FINDINGS OF FACT

1. Little has worked for Seattle Public Utilities (SPU) since 1992. He works in the Utility Systems Management Branch's Drinking Water Division, where he has played a leading role in SPU's establishment of a Sockeye salmon fish hatchery on the Cedar River.

2. In March 2010, Little entered into an agreement, in his private capacity, to provide on-call services as a subcontractor to D.J. Warren & Associates, Inc. (DJWA). The agreement calls for Little to be compensated by DJWA at a rate of $85 per hour, with the budget and scope of work to be decided on an assignment-by-assignment basis.

3. In July 2010, Little, again in his private capacity, entered into a second contract with DJWA, to develop a Fish Culture Procedures Manual for the Chief Joseph Hatchery in eastern Washington. Little was to be compensated at a rate of $85 per hour, and the contract provided that his total compensation was not to exceed $74.018. The contract went into effect in August 2010 and runs through April 2012.

4. In the spring of 2011, in connection with SPU's establishment of the Cedar River sockeye hatchery, one of Little's subordinates was tasked with retaining a consultant to prepare a fish culture manual for the hatchery. Little provided his subordinate with the names of two firms to contact,

one of which was DJWA. He later suggested that experience in salmon hatchery management be among the criteria used to evaluate prospective consultants.

5. After he was informed that DJWA was one of four firms that would be interviewed, Little reviewed and made suggestions on the scope of work for the contract and the schedule for the deliverables.

6. Little did not disclose his contractual relationship with DJWA to either his managers or to the subordinates who were working with him on the Cedar River Hatchery project. He did raise the issue of a potential conflict of interest when he declined to participate in the interviews of DJWA and the other candidates for writing the fish culture manual. Little did not participate in the evaluation of the candidates, or in the ultimate contractor selection.

CONCLUSIONS OF LAW

1. SMC 4.16.070.1.b states that a Covered Individual may not "[p]articipate in a matter in which a person that employed the Covered Individual in the preceding 12 months, or retained the Covered Individual or his or her firm or partnership in the preceding 12 months, has a financial interest."

2. Little is a City employee, and therefore a Covered Individual.

3. SPU's selection of a contractor to write the Fish Culture Manual was a matter.[1]

4. Little participated[2] in the matter by (1) recommending that his subordinate interview DJWA, (2) making recommendations on the criteria for selecting a contractor, and (3) making recommendations on the scope of the contract and the schedule for the deliverables.

5. By participating in a matter in which a person who had retained his services within the prior 12 months had a financial interest, Little violated SMC 4.16.070.1.b.

AGREEMENT

1. Little acknowledges that he violated the Seattle Ethics Code when he participated in a matter in which DJWA had a financial interest.

2. Little agrees to pay the City of Seattle $750 for his violation with thirty days of the approval of this agreement.

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[1] "'Matter' means an application, submission, request for a ruling or other determination, permit, contract, claim, proceeding, case, decision, rulemaking, legislation, or other similar action." SMC 4.16.030.

[2] "'Participate' means to consider, investigate, advise, recommend, approve, disapprove, decide, or take other similar action." SMC 4.16.030.

3. 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 Little's 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 Mr. Little's 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. 11-WBI-0705-1 and any events related thereto.

4. 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 Mr. Little rejects any Commission modification of this agreement and requests a hearing.

5. The Parties agree that if Mr. Little 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 Mr. Little 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.

6. 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.

Rand Little

Date: 9/6/11, 2011

Wayne Barnett, Executive Director

Date: Sept. 6, 2011

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 Little's violation of the Seattle Code of Ethics, and no 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 attorneys 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 Mr. Little's 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. 2[illegible]-W-B-[illegible] and any events related thereto.

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6. 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.

Rand Little

Date: 9/6/11, 2011

Wayne Harnett, Executive Director

Date: [illegible], 2011