BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION

In the matter of	)	No. 11-1-1013-1
	)	
	)	
Patricia Theofelis	)	SETTLEMENT AGREEMENT
	)	
	)	

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

Theofelis and the Director agree to the following:

FINDINGS OF FACT

1. Theofelis has worked for Seattle Public Utilities (SPU) for 11 years. She is a Utility Account Representative (UAR) in the Customer Service Branch. In her official capacity as a City employee, she has access to the City's Consolidated Customer Service System (CCSS).

2. UARs have CCSS access to aid Seattle City Light (SCL) and SPU customers with billing questions or requests. Theofelis's CCSS access allows her to make account adjustments, set up payment arrangements, cancel shut-off notices, waive extra garbage charges or waive late payment fees.

3. UARs can access both SCL and SPU accounts. Each time a customer account is accessed a unique UAR identifier is automatically recorded by the system. The UAR identifier is tagged "_01" if the UAR works on a SCL account and "_02" for work on a SPU account. Theofelis's identifiers are THEOFP_01 and THEOFP_02.Theofelis received training beginning

in 2002 regarding use of the CCSS system. SPU's published "Expectations for Utility Account Representatives," regarding working on a family member's account was available to all UARs on the SPU in-web and through yearly publication.[1]

4. Theofelis's parents live in Seattle, and they have City utility accounts. In the last three years, Theofelis used her CCSS access to her parents' utility account three times.

Use of CCSS Access between 2008 - 2011

5. SPU bills customers $5.90 for extra garbage collected by solid waste crews. The extra garbage fee appears on the utility bill and utility customers can call and dispute the charge. Each time a UAR waives the fee, SPU policy requires that they note the reason they are waiving the fee.

6. In June 2009, Theofelis used her CCSS access to waive an extra garbage fee of $5.90 for her parents' SPU account. She did not note the reason for the 2009 waiver. Later, in September 2009, Theofelis again used her access to CCSS to waive another garbage related fee on the account and again neglected to note the reason on the CCSS record.

7. SCL bills its customers every two months. Payments are generally due in 21 days. If a customer fails to make a payment, the utility billing system automatically applies a $10 late fee after the utility bill due date and a short grace period.

8. Theofelis used her access to CCSS to waive a $10 SCL utility late fee on her parents' account on July 15, 2010

CONCLUSIONS OF LAW

1. SMC 4.16.070.1.a states, that a Covered Individual may not participate in a matter in which an immediate family member has a financial interest.

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

[1] SPU's "Expectations for Utility Account Representatives" states: *"Ask a supervisor or Utility Account Representative II to provide maintenance to your account and the accounts of your relatives, friends, and co-workers."*

3. Theofelis's parents are her immediate family members as that term is defined in SMC 4.16.030.

4. Decisions regarding Seattle Public Utility customer accounts are City matters.

5. When Theofelis accessed her parents' SPU utility account and waived charges, she violated SMC 4.16.070.1.a by participating in City matters in which her immediate family members had a financial interest.

AGREEMENT

1. Theofelis acknowledges that she violated the Seattle Ethics Code when she participated in City matters in which her parents had a financial interest.

2. Theofelis agrees to pay the City of Seattle $300 for the above violations.

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 any violation of the Seattle Code of Ethics related to the findings of facts cited above. The Parties, 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 which arise out of the specific facts outlined in this 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. 11-1-1013-1. This release by the Director and the Commission does not preclude actions by other parts of the City of Seattle, including the employee's employing department or any other law enforcement agency.

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 Theofelis rejects any Commission modification of this agreement and requests a hearing.

5. The Parties agree that if Theofelis 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 Theofelis 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.

P Theofelis

Patricia Theofelis

Date: 11-30-, 2011

Wayne Barnett

Wayne Barnett, Executive Director

Date: Nov. 30, 2011