ORIGINAL

BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION

In the matter of	)	No. 11-1-0912-1
	)	
	)	
Vanessa Matlock	)	SETTLEMENT AGREEMENT
	)	
	)	

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

Matlock and the Director agree to the following:

FINDINGS OF FACT

1. Matlock has worked for Seattle Public Utilities (SPU) since 1995, and has worked in the Customer Service Branch for 13 years. She is currently 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. Matlock's CCSS access allows her to make account adjustments, set up payment arrangements, cancel shut-off notices, waive an extra garbage fee, waive a returned check fee, 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 an SCL account and "_02" for work on an SPU account. Matlock's identifiers are MATLOCV_01 and MATLOCV_02. Matlock received training

beginning in 2002 regarding use of the CCSS system, and was aware of department policies regarding payment arrangements.[1]

4. Matlock is the account holder of record for a City residential utility account.

Seattle Public Utility - Payment Arrangements

5. SPU customers are billed every two months. The bill is due 21 days after issuance.

6. SPU offers payment arrangements to customers who need time to deal with larger-than-expected bills or as a process to reduce and manage monthly payments. A payment arrangement results in deferred income for the utility and defers credit action against a utility customer, including the application of late fees. Payment arrangements extend over a 60-day period. Successfully completing a payment arrangement requires a customer to pay both the payment arrangement amounts and current charges regularly billed.

7. If a customer fails to successfully complete a payment arrangement, the automatic utility billing system will cancel the arrangement, impose late fees, and reinstate the account balance. Customers are not eligible for another payment arrangement if they fail to successfully complete two payment arrangements in any 12-month period.

8. SPU's Credit and Collections Billing Policy and Procedure permits a UAR to establish a payment arrangement without an upfront payment when the account is in past due status. If SPU has sent an "Urgent Notice," the customer is required to pay 50 percent of the amount due before the customer can make a payment arrangement. If SPU has issued a "Shut Off Notice," the customer is required to pay 75 percent of the amount due before the customer can make a payment arrangement.

9. Between January 2010 and January 2011, Matlock created 10 payment arrangements on her SPU bill using her CCSS access.

---

[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."*

10. On February 2, 2010, Matlock established a payment arrangement on her account. Since she had received a Shut Off notice, SPU policy required that she make an upfront payment equal to 75 percent of her outstanding balance. Matlock paid just three percent of her outstanding balance.

11. Matlock failed to make a scheduled payment in February, and so on February 22 the system automatically canceled her payment arrangement.

12. On February 26, 2010, Matlock accessed CCSS and set up another payment arrangement. She again failed to make a scheduled payment, and so the arrangement was canceled.

13. Though she was not eligible as an SPU customer for further payment arrangements because she had failed to complete two payment arrangements in a 12-month period, Matlock used her access to CCSS to set up eight more payment arrangements over the ensuing 12 months. She cancelled four of these arrangements and, contrary to SPU policy, rolled her outstanding balance into new arrangements on four of these eight occasions.

Seattle City Light - Payment Arrangements

14. Between October 2009 and January 2011, Matlock used her CCSS access to make nine payment arrangements on her SCL account. Despite the fact that during those 14 months she made only four payments, these payment arrangements ensured that SCL never shut her power off or referred her account to collection.

15. For example, Matlock created a payment arrangement on December 31, 2009, with all payments due by February 26, 2010. On February 26, Matlock again accessed her account, canceled the arrangement and set up a new payment arrangement, rolling over the balance due into the new arrangement, thus avoiding late fees or collection action.

CONCLUSIONS OF LAW

1. SMC 4.16.070.1.a states that a Covered Individual may not participate in a matter in which that individual has a financial interest.

2. SMC 4.16.070.2.a states that a "Covered Individual may not use or attempt to use his other official position for a purpose that is primarily for the private benefit of the Covered Individual …"

3. Vanessa Matlock is a City employee, and therefore a Covered Individual.

4. Decisions regarding utility accounts are City matters.

5. When Vanessa Matlock accessed her SPU and SCL utility accounts and made payment arrangements, she violated SMC 4.16.070.1.a by participating in a City matter in which she had a financial interest.

6. When Vanessa Matlock accessed her personal SPU and SCL utility accounts making payment arrangements that violated utility billing policies, and were therefore unavailable to other utility customers, she violated SMC 4.16.070.2.a by using her City position for her private benefit.

AGREEMENT

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

2. Matlock agrees to pay the City of Seattle $1,500 for the violations described above.

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. 11-1-0912-1. 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 Matlock rejects any Commission modification of this agreement and requests a hearing.

5. The Parties agree that if Matlock 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 Matlock 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.

Vanessa Matlock
Date: 11/5/11, 2011

Wayne Barnett, Executive Director
Date: _____, 2011