ORIGINAL

BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION

In the matter of	)	No. 12-0831-1
	)	
	)	
ENJOLIA McCLURE	)	SETTLEMENT AGREEMENT
	)	
	)	

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

McClure and the Director agree to the following:

FINDINGS OF FACT

1. McClure worked for Seattle Public Utilities (SPU) between 2007 and the summer of 2012. She was a Utility Account Representative (UAR) in the Customer Service Branch. In her official capacity as a City employee, she had 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. McClure's CCSS access allowed her the ability to make account adjustments, set up payment arrangements, cancel shut-off notices, deduct extra garbage charges or dismiss 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. McClure's identifiers were MCCLURE_01 and MCCLURE _02. McClure received training

beginning in 2007 regarding use of the CCSS system, and was aware of department policies regarding payment arrangements.[1]

4. SPU bills customers $5.90 for extra yard waste and $7.60 for extra garbage collected by solid waste crews. The extra fees appear on a customer's utility bill. SPU has policies that address when a fee can be waived for a customer. One waiver in any 12-month period is acceptable under SPU policy for each fee, if the waiver is accompanied by notes as to why the waiver was made. Additional waivers within 12 months require a UAR to request an inspector to monitor the residential pick-up. The UAR is also required to note who requested the waivers and note the reasons why a second waiver was granted.

5. SPU offers customers payment arrangements when customers 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 to keep current with their regular bills.

McClure's CCSS Access for the benefit of the Bird family:

6. From January 2009 through September 2010, McClure had a close personal relationship with Eric Bird, a City employee. In interviews McClure described their relationship as "personal friends," while Bird described McClure as "his girlfriend," and co-workers characterized the two as "very much a couple" by the end of 2008.

7. McClure accessed Bird's account to make six related transactions between April 2009 and August 2010.

a. On September 9, 2009, McClure credited $13.50 to Bird's account. The credit offset fees imposed for extra garbage and yard waste. This credit complied with SPU's fee waiver policy.

[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."*

b. On November 19, 2009, McClure entered a payment arrangement on Bird's account.

c. On November 19, 2009, McClure requested a billing adjustment for a misread water meter. The adjustment of $267.78 was done by another SPU employee in a separate department. SPU reviewed records and found this adjustment to have been within SPU policy.

d. On November 30, 2009, McClure waived $15.20 in solid waste fees for Bird. This waiver did not comply with SPU's fee waiver policy.

e. July 8, 2010, McClure posted a $7.60 credit to Bird's account, offsetting a charge for extra garbage. This waiver did not comply with SPU's fee waiver policy.

f. On August 11, 2010, Bird moved out of his house, and McClure moved Bird's garbage and yard waste from active to vacancy. There are no notes indicating why this change was made. Making these changes without notes does not comply with SPU policy.

8. McClure did not disclose her close personal relationship with Bird before participating in these six transactions.

CONCLUSIONS OF LAW

1. SMC 4.16.070.1.c states that a Covered Individual may not perform any official duty when it would appear to a reasonable person, having knowledge of the relevant circumstances, that the Covered Individual's judgment is impaired because of a personal relationship.

2. A covered individual does not violate this section of the Ethics Code if they disclose the relationship in writing to the Department Head and to the SEEC before performing the official duty.

3. McClure was a City employee, and therefore a Covered Individual, at the time of the conduct described in this agreement.

4. McClure's official duties included assisting SPU customers with billing matters.

5. A reasonable person would believe that McClure's judgment on matters involving Bird's account was impaired by her personal relationship with Bird. When she worked on Bird's account without disclosing in writing her personal relationship with Bird, she violated SMC 4.16.070.1.c.

AGREEMENT

1. McClure acknowledges that she violated the Seattle Ethics Code when she accessed and worked on Bird's utility account.

2. McClure agrees to pay the City of Seattle $500 for these 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. 12-0831-1. 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 McCLure rejects any Commission modification of this agreement and requests a hearing.

5. The Parties agree that if McClure 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 McClure 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.

Enjolia McClure
Date: 11/2/2012, 2012

Wayne Barnett, Executive Director
Date: Nov. 2, 2012