BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION

In the matter of	)	Case No. 13-0123-1
	)	
Jean Razon	)	SETTLEMENT AGREEMENT
	)	
	)	

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

Razon and the Director agree to the following:

FINDINGS OF FACT

1. Razon has worked for Seattle City Light for 32 years. She works in the Customer Accounts Unit.

2. Razon's daughter is an independent sales representative for Avon. As an independent sales representative, Razon's daughter takes and fulfills orders for beauty, household, and personal care products.

3. Razon actively assists her daughter in her sales work, helping her to take and fulfill orders from her desk in the Seattle Municipal Tower, using her City computer and her City telephone. Between April 2011 and February 2013, Razon sent or received more than 1,800 e-mails from her City e-mail address that use the word "Avon."

CONCLUSIONS OF LAW

1. SMC 4.16.070.2.b states that a Covered Individual may not use any City funds or property for a purpose that is or to a reasonable person would appear to be for other than a City purpose.

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

3. Equipment provided to Razon by Seattle City Light is City property.

4. Razon's use of City property to help her daughter run her Avon business was use for other than a City purpose, and violates SMC 4.16.070.2.b.

AGREEMENT

1. Razon acknowledges that she violated the Seattle Ethics Code when she used City facilities to assist her daughter's personal business.

2. Razon 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. 13-1-0123-1. 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 Razon rejects any Commission modification of this agreement and requests a hearing.

5. The Parties agree that if Razon 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 Razon 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.

Jean Razon
Jean Razon
Date: April 2, 2013

Wayne Barnett
Wayne Barnett, Executive Director
Date: April 2, 2013