**BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION**

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| In the matter of | ) | No. 13-1-0513-1 |
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| | ) | |
| Kimberly Monroe | ) | SETTLEMENT AGREEMENT |
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| | ) | |

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

Monroe and the Director agree to the following:

## FINDINGS OF FACT

1. Monroe has worked in the Customer Service Branch of Seattle Public Utilities (SPU) since 1998 as a Utility Account Representative (UAR). 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 SPU customers with billing questions. Monroe's CCSS access allows her to make account adjustments, set up payment arrangements, cancel shut-off notices, waive an extra garbage fee, or waive late payment fees.

3. Each time a customer account is accessed a unique UAR identifier is automatically recorded by the system. The UAR identifier is tagged "_02" for work on an SPU account. Monroe's identifier is MONROEK_02.

*4.* Monroe received training beginning in 2004 regarding use of the CCSS system, and was aware of department policies regarding payment arrangements.[1]

*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.* SPU policy allows a utility customer to have one waiver of late payment charges within one twelve month period. If further waivers are made, it requires full payment of the outstanding utility bill.

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[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."*

*Seattle Public Utility - Payment Arrangements*

*10.* Monroe is a Seattle resident. The utility account for her residence is in her brother's name though he no longer resides there. She has been responsible for the account for the last decade.

*11.* Between June 1, 2010 and August 20, 2010, Monroe created four payment arrangements on her SPU bill using her CCSS access.

*12.* On June 14, 2010, Monroe established a payment arrangement on her account. Monroe did not make the required payment on the outstanding balance.

*13.* On June 22, 2010, Monroe cancelled the first arrangement without making the arranged payment and set up a second payment arrangement.

*14.* 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, on July 9, 2010, Monroe used her access to CCSS to cancel the second arrangement and set up a third payment arrangement. No payment was made on the $589.70 balance of her account.

*15.* On August 6, 2010, an "Urgent/Final Notice" was placed on the account. Monroe made a $200 payment on the account which was required by the terms of the July payment arrangement.

*16.* Before the third payment arrangement was cancelled by the CCSS system, Monroe set up a fourth payment arrangement. The CCSS system cancelled both the third and fourth payment arrangements when payments were not received.

*Seattle Public Utility – Waiver of Late Payment Charges*

*17.* Three $10 late fees were applied to Monroe's account on August 9, August 10, and September 22, 2010. Monroe adjusted her account to remove all three late payment charges, yet did not pay the outstanding bill. Only one adjustment was available to the public.

## 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. Monroe is a City employee, and therefore a Covered Individual.

4. Decisions regarding utility accounts are City matters.

5. When Monroe accessed her SPU utility account 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 Monroe accessed her SPU account to make payment arrangements and waive late payment fees, both in violation of utility billing policies and 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. Monroe acknowledges that she violated the Seattle Ethics Code when she participated in City matters in which she had a financial interest.

2. Monroe agrees to pay the City of Seattle $900 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. 13-1-0513-1. 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 Monroe rejects any Commission modification of this agreement and requests a hearing.

5. The Parties agree that if Monroe 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 Monroe 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.

Kimberly Monroe
Kimberly Monroe
Date: 9/26, 2013

Wayne Barnett
Wayne Barnett, Executive Director
Date: 10.1, 2013

Elections Commission Case No. 11-1-1-051-1-1. 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.

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Kimberly Monroe
Date: _____, 2014

Wayne Barnett, Executive Director
Date: _____, 2014