BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION

In the Matter of	)	Case No. 15-2-0803-1
	)	
FRIENDS OF BRUCE HARRELL	)	SETTLEMENT
	)	

This settlement is made between Friends of Bruce Harrell (the "Committee") 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 the Committee, the Director, and the Commission (the "Parties"), and their successors, heirs and assigns, and shall constitute the complete agreement between the Parties.

The Committee and the Director agree to the following:

STIPULATED FINDINGS OF FACT AND LAW

1. On April 9, 2015, the Committee received $100 cash contributions from three individuals and a $65 cash contribution from a fourth individual.
2. Each contributor properly identified themselves and the amount of their cash contribution by using a Committee remittance envelope and by providing handwritten information memorializing their intent to donate to the Committee in such amounts.
3. The Committee maintained accurate records of this transaction that included the original remittance envelopes submitted by the contributor and such records provided the contributors' name, address, occupation and the amount they intended to donate.
4. The Committee's treasurer took the $365 and purchased three $100 money orders and one $65 money order which reflected the individual amounts donated by each contributor and the amount memorialized by their remittance envelope.
5. The Committee deposited the money orders on April 13, 2015.

6. The Committee maintained copies of the original remittance envelopes of the contributors which contained the contributors' intent and made such records available for public inspection.
7. The Committee completed timely C-3 and C-4 reports which indicated the amounts received by each contributor and the amounts reflected by their Committee remittance envelopes.
8. On August 3, 2015, Commission staff conducting a routine audit of the Committee told the Committee's treasurer that he needed to refund that portion of the four cash contributions in excess of $60.
9. On August 7, 2015, the Committee refunded the over-the-limit amounts to the four contributors; which amounts were $40.00, $40.00, $40.00 and $5.00.
10. The Seattle Elections Code states that "[n]o person may make a contribution of more than $60…." SMC 2.04.180.A.
11. Contributions in excess of the contribution limit must be refunded. Elections Code Rule 7.A.

AGREEMENT

12. Within five business days of the approval of this settlement, the Committee will pay $150 dollars for failing to refund the over-the-limit amounts to the four contributors within the prescribed time for over-the-limit cash contributions.
13. 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 Elections Code 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 Elections 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. 15-2-0803-1.

14. 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 the Committee rejects any Commission modification of this agreement and requests a hearing.
15. 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.

Friends of Bruce Harrell
Date: 8/27, 2015

Wayne Barnett, Executive Director
Date: Aug. 28, 2015