BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION

In the matter of	)	No. 15-1-0603-1
	)	
	)	
Debra Russell	)	SETTLEMENT AGREEMENT
	)	
	)	

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

Russell and the Director agree to the following:

FINDINGS OF FACT

BACKGROUND:

1. Russell worked as a Division Director for Seattle Public Utilities (SPU) from 2009 until her retirement in May 2015.

2. In 2010, SPU began a "Customer Services Branch Operation and Performance Enhancement" project (the "Project"). Russell managed the Project.

3. CCIS Consulting (CCIS) is a Hawaiian corporation, formed in August 2010. Scott Casson is CCIS's owner. CCIS consults with organizations regarding customer call center operations.

4. In August 2011, SPU and CCIS entered into a consultant contract. CCIS was to provide the Project with technical services. The contract amount was not to exceed $198,465, and was to be completed by June 30, 2012. In June 2012 and January 2013, two amendments were made to the contract which increased the scope of the project.

5. On June 2013 and April 2014 two additional time only extensions were given, with the contract completed in October 2014. Total payments to CCIS for the contract and four amendments ultimately totaled more than $325,000.

RUSSELL'S OFFICIAL ACTIONS:

6. In March 2014, based on progress reports from both Russell and Casson, SPU leadership determined that the CCIS contract needed to be extended in time. On March 18, Russell communicated SPU leadership's decision to Casson stating, "we will be able to extend your contract." Casson replied, "This is tremendous news, thanks so much for pushing this forward."

7. On April 8, 2014, Russell instructed SPU contract accounting to send CCIS the contract extension for Casson's signature. Casson signed the amendment, extending the contract through October 31, 2014.

8. After an SPU senior management systems analyst checked Casson's receipts and his reports against the contract, Russell signed and approved the following three invoices after the contract extension:

a. An August 11, 2014 invoice for travel and 205 hours of consulting services, in the amount of $31,722.35;

b. An October 13, 2014 invoice, charging 180 hours of consulting services, in the amount of $27,000: and,

c. A November 12, 2014 invoice, charging travel expense in the amount of $695.

The evidence does not establish that the CCIS charges were incorrect or improper under the terms of the second CCIS contract.

PERSONAL RELATIONSHIP:

9. At the same time that Russell was addressing the need for the 2014 contract extension with Casson, she was also making plans with Casson to use his timeshare in Puerto Vallarta, Mexico. As part of these conversations, on April 8, 2014, Casson e-mailed Russell at her City e-mail address:

> As I mentioned earlier today, the link below should take you to a site that allows you to check availability for different weeks of the year. … You will see our maintenance fees are due right now, thus if you find a week that work for you, just send to me, we will get the fees paid, and the week booked. Just let me know, thanks so much."

10. Russell responded "Thank you" from her City e-mail, and forwarded the information to her home e-mail address.

11. In a November 12, 2014 e-mail, Casson asked Russell if she had had "a chance to look at those [Puerto Vallarta] dates?" Russell replied using her City e-mail; "I don't think December 13 will work right now. Can I let you know tomorrow?"

12. On December 31, 2014, and January 4, 2015, Casson e-mailed Russell available dates for his Mexican timeshare. Russell responded from her City e-mail: "I forwarded these dates to [my husband]. We will talk and let you know!"

13. On January 6, 2015, Casson forwarded to Russell's City e-mail the confirmation of her March 21 to 28, 2015 stay at Casson's Puerto Vallarta timeshare.

14. Russell travelled to Puerto Vallarta, Mexico, and used Casson's timeshare for the week of March 21 to 28, 2015.

CONCLUSIONS OF LAW

1. SMC 4.16.070.A.3 states that a Covered Individual may not perform any official duties when it could appear to a reasonable person, having knowledge of the relevant facts, that the Covered Individual's judgment is impaired because of a personal or business relationship.

2. Under SMC 4.16.070.A.3, it is an affirmative defense when an employee discloses the personal or business relationship in writing to their department head and the Commission prior to performing any official duties.

3. Russell was a City employee at all times referenced above and therefore a Covered Individual.

4. Input into the extension of CCIS's consulting contract and subsequent approval of invoices were official duties.

5. While the evidence does not prove that Russell engaged in activity that impaired the performance of her official duties, it could appear to a reasonable person that her private dealings with Casson surrounding her use of his Puerto Vallarta timeshare may have impaired her performance of her official duties involving CCIS.

6. Russell did not disclose her private dealings with Casson in writing to her department head or the Commission.

AGREEMENT

1. Russell acknowledges that it could appear to a reasonable person that her private dealings with Casson surrounding her use of his Puerto Vallarta timeshare may have impaired her performance of her office duties involving CCIS. Russell acknowledges that this appearance is a violation the Seattle Ethics Code.

2. Russell agrees to pay the City of Seattle $2,500 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. 15-1-0603-1. This release by the Director and the Commission does not preclude actions by other parts of the City of Seattle, including SPU or any 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 Russell rejects any Commission modification of this agreement and requests a hearing.

5. The Parties agree that if Russell 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 Russell 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.

Debra Russell
Date: 10/2, 2015

Wayne Barnett, Executive Director
Date: 10.5, 2015