BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION

In the matter of	)	No. 16-2-0714-1
	)	
The Seattle Public Library	)	SETTLEMENT AGREEMENT
	)	

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

The Library and the Director agree to the following:

FINDINGS OF FACT

1. The Library provides public space for democratic discourse and has a strong commitment to actively developing and hosting programs that contribute to the community's civic health. Particularly in this age of technology and widening income gaps, the role of the Library as a leader and convener of civic engagement is even more critical. From time to time, the Library hosts and sponsors political debates that include candidates for political offices related to the City of Seattle.

2. On July 14, 2016, three of the nine candidates for the 7th Congressional District seat participated in a debate in the Library's Microsoft Auditorium.

3. The three candidates were selected by the Seattle City Club ("City Club") at a meeting on April 12. The Library was not involved in the selection of the candidates.

4. On July 14, the Library executed a lease with the City Club for the use of the Microsoft Auditorium. Prior to July 14, the Library was a cosponsor of the debate.

5. Because the Library was, until July 14, a cosponsor of the event, the date and time of the debate (but not the names of the three participants) were listed on the Library's homepage between July 7 and the morning of July 14. After learning that its cosponsorship likely violated the Elections Code, the Library removed the debate from its calendar.

6. Because the Library was, until July 14, a cosponsor of the event, City Librarian Marcellus Turner was slated to make introductory remarks at the debate. Valerie Wonder, the

Library's Community Engagement Manager, spent approximately 15 minutes adapting remarks the City Librarian had made at another event for use at the debate. The City Librarian did not deliver opening remarks at the debate.

7. Because the Library was, until July 14, a cosponsor of the event, a staff member participated in (i) a logistics planning call on May 11, (ii) a discussion of podium location and other logistics sometime in the month of May, and (iii) a third discussion sometime in the weeks prior to the debate, to discuss KIRO-TV's live streaming of the debate.

8. In total, Mr. Turner, Ms. Wonder and Andra Addison, the Library's Communications Director, spent approximately three hours preparing for the debate over and above the time usually spent assisting renters.

CONCLUSIONS OF LAW

9. The Seattle Elections Code, SMC 2.04.300, states that "[n]o elected official nor any employee of his or her office…may use or authorize the use of any of the facilities of a public office or agency, directly or indirectly, for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition." State law contains the same provision.

10. The Public Disclosure Commission's Declaratory Order No. 13, issued on December 5, 1995, states that "[t]he rules permit the use of public facilities even where that use may result in benefit to a candidate or ballot proposition if all candidates or all ballot committees have the same opportunity to enjoy that benefit."

11. Declaratory Order No. 13 also refers approvingly to an occasion where a political party held a convention at a state college, noting "the use was a rental of the facility that did not discriminate against any particular political view. The facility would have been available to any potential user upon the same terms and conditions."

12. The posting of the event on the Library's calendar, the preparation of opening remarks for the Librarian to deliver, and the participation of Library staff in approximately three hours of preparation for the debate above and beyond what would have been provided to any other renter, violated the law as interpreted by Declaratory Order No. 13, because all candidates did not have the same opportunity to enjoy that benefit.

13. The debate itself complied with the provision of Declaratory Order No. 13 discussed in the preceding paragraph, because it was a rental on the same terms and conditions available to any other user.

AGREEMENT

14. The Library acknowledges the violation of the Elections Code in its planning work for the debate and its posting of the event on its calendar for the week prior to the debate. The Director acknowledges the Library's good faith effort to cure the violation by entering into a lease of its space and removing the event from its calendar.

15. Within five business days of the approval of this settlement, the Library agrees to pay the City of Seattle $450 for violating SMC 2.04.300. The Library also agrees to make changes to its policies and procedures to ensure that future uses of the Library do not violate SMC 2.04.300, as interpreted in Declaratory Order No. 13, and to seek an advisory opinion from the Commission in the next 60 days on any questions it has over its role in facilitating or hosting candidate debates.

16. 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 all facts, actions, controversies and matters that have occurred or may have occurred, as described herein, related to the July 14, 2016, 7th Congressional District candidate debate, and do forever 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 arising, during the aforementioned time period, out of all facts, actions, controversies and matters that have occurred, or may have occurred or in any way related to the July 14 debate, 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. 16-2-0714-1 and any events related thereto.

17. 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 Library rejects any Commission modification of this agreement and requests a hearing.

18. The Parties agree that if the Library breaches this agreement the Commission will be entitled to hold a special meeting or a regular meeting to issue a determination that it has violated the Elections 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.

19. 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.

The Seattle Public Library

The Seattle Public Library
By: _____
Date: October 27, 2016

Wayne Barnett

Wayne Barnett, Executive Director

Date: October 18, 2016