1	aled an a group watered managers a spectra or to read "strength of the sold strength of the second strength of the strength of the second strength of the strengt of the strength of the strength of the stren	
2	determine grouphing symptom is with total and much finitestrough diseases a result of the result of the second	
3	a second second states and the second second states of grain orders to here butters without on generators	
4	(Press & Strength, and the stand of the second	
5	a Britsek, Bargennie, assistatione, Bargan an fater e anage (dan fela fleritere	
6	BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION	
7 8)) Case No. 10-1-1117-1) In the Matter of	
9	JEFFREY BRITSCH,) - PROPOSED DETERMINATION AND) ORDER	
10	an John finned vans pand 89,75%. Dutter vol pane 570 gan must must monthly dela	
11 12	The Commission makes the following determination:	
12	FINDINGS OF FACT	
13	1. 1. Jeff Britsch was a commercial vehicle enforcement officer (CVEO) with	
15	the Seattle Department of Transportation (SDOT) between October 1990 and his resignation	
16	effective December 3, 2010.	
17	2. As a CVEO, Britsch was a commissioned Seattle Police Department officer who	
18	enforced vehicle safety regulations pertaining to commercial trucks. In that capacity, he could	
19	issue warnings, citations and notices of noncompliance as they related to the Seattle Municipal	
20	Code, the Revised Code of Washington and the Code of Federal Regulations for commercial	
	vehicles. When a CVEO stops a truck they can issue a warning, issue a citation (fines for	
21 22	overweight trucks can exceed \$1,000), or place a truck out of service for a safety violation and	
	suspend its operation until the offense is remedied.	
23	suspend no operation unui me oriense is remedicu.	

PROPOSED DETERMINATION-1

3. Britsch's job responsibilities also included weighing and measuring trucks to 1 determine compliance with load and size limitations; ensuring Seattle truck permit compliance; 2 assisting in traffic control and investigating commercial vehicle accidents; and escorting 3 oversized loads safely into and out of Seattle. 4 5 4. Britsch also performed inspections, for pay, for Pacer Cartage (Pacer), a Floridabased trucking company with an office in South Seattle. Britsch was asked to local Pacer trucks 6 at a rate determined by the local safety officer. Britsch performed inspections for Pacer on his 7 personal time. 8 9 5. For inspections of Pacer's fleet performed between January 7, 2009 and October 20, 2010, Britsch was paid \$9,750. Britsch was paid \$50 per truck and inspected: 10 99 trucks in the first half of 2009 11 17 in the second half of 2009 12 44 in the first half of 2010, and 13 35 in the second half of 2010. 14 6. On November 10, 2010, Britsch sent an e-mail to Pacer's Assistant Vice President 15 for Safety and Compliance in Florida. (The complete e-mail is attached.) After introducing 16 himself as a CVEO for the City of Seattle, the e-mail states that "[t]he last two days I have 17 stopped two of your tractors," and that "[b]oth vehicles could have been written citations which 18 have a negative impact upon your safety rating." The e-mail goes on to "question the quality of 19 [Pacer's quarterly] inspections," and ask "[i]f I were to stop other Pacer Cartage vehicles what 20 type of violations would I find?" The e-mail further states "I feel that there needs to be better 21 quality inspections performed on your vehicles and even random inspections done to make sure 22 that drivers are properly maintaining their vehicles which your company use [sic] to do under a 23

PROPOSED DETERMINATION-2

previous safety director. I would also suggest that if you used a local company to do your inspections that that company could do a better job of following up when there are vehicles that have violations. If there is anything I can do to assist your company please don't hesitate to ask."

7. The Assistant Vice President forwarded the e-mail to SDOT, saying that he was "concerned about the potential bias against Pacer Cartage being motivated by previous business dealings not working out." The Assistant Vice President referred to Pacer's July 2009 decision to "cancel the use of Mr. Britsch's services because we were not satisfied with the quality of inspections." (In fact, while Pacer's Seattle operation stopped relying on Britsch to conduct quarterly inspections in July of 2009, the Seattle office continued to hire Britsch to perform spot inspections.)

8. Early in his SDOT career, Britsch received a written warning for conducting 12 private inspections. The July 1, 1994, warning states: "I am concerned about a possible conflict 13 of interest between your private business and your duty with the City. Your duties with the City 14 consist of Commercial Vehicle Enforcement and you are responsible for issuing citations to 15 commercial vehicles for safety related problems. Conversely, in your private business you act as 16 17 a certified inspector and sign-off the official inspection forms related to the DOT Federal Highway Administration inspection requirements....[I]t could appear that your private business 18 is in conflict with our Code of Ethics." 19

9. In January 2001, the then-Executive Director of the Seattle Ethics and Elections
Commission issued an opinion concluding that the "Code of Ethics would prohibit City
Commercial Vehicle Enforcement Officers from soliciting or accepting employment with the
contractors who are subject to their jurisdictions [sic]." Britsch was familiar with this opinion.

PROPOSED DETERMINATION-3

1

2

3

4

5

6

7

8

9

10

11

Britsch filed for bankruptcy in 2007, and his plan was approved in 2008. He will 1 10. emerge from bankruptcy at the end of 2013. 2 3 ONCLUSIONS OF LAW AND DETERMINATION 4 1. Mr. Britsch was afforded due process and given the opportunity to present his 5 case to the Commission. 6 Prior to July 21, 2009, the Seattle Ethics Code, SMC 4.16.070.1.c provided that 2 7 no City officer or employee shall "[f]ail to disqualify himself or herself from acting on any 8 transaction which involves the City and any person who is, or at any time within the preceding twelve (12) month period has been a private client of his or hers, or of his or her firm or partnership." 3. Effective July 21, 2009, the Seattle Ethics Code, SMC 4.16.070.1.b, provides that a Covered Individual may not "[p]articipate in a matter in which a person that employed the Covered Individual in the preceding 12 months, or retained the Covered Individual or his or her firm or partnership in the preceding 12 months, has a financial interest." The Seattle Ethics Code, SMC 4.16.070.2.a states that no Covered Individual 4. may "use or attempt to use his or her official position for a purpose that is, or would to a reasonable person appear to be primarily for the private benefit of the Covered Individual or any other person, rather than primarily for the benefit of the City." 5. Mr. Jeffrey Britsch was a City employee at all times relevant to this determination, and therefore a Covered Individual, subject to the City's Ethics Code under the Code sections quoted above. 6 Mr. Britsch used his City position for other than a City purpose in violation of SMC 4.15.070.2.a when he sent an e-mail to an executive at Pacer that caused the executive to

PROPOSED DETERMINATION- 4

"concerned about the potential bias" against Pacer due to Mr. Britsch's previous business dealings with the company. A reasonable person could also view the e-mail as an attempt to secure more business from Pacer for Mr. Britsch.

7. I. Mr. Britsch violated SMC 4.16.070.1.c [prior to the July 2009 amendment] and SMC 4.16.070.1.b [following the July 2009 amendment] when he participated in matters in which Pacer Cartage, a company for which he had performed work in the previous 12 months, had a financial interest. Every time he made the decision to stop a Pacer truck, or to allow a Pacer truck to proceed unimpeded, Mr. Britsch participated in matters in which Pacer had a financial interest.

ORDER

Mr. Britsch is ordered to pay a monetary fine totaling \$14,750 for his Ethics Code violations, which represents the sum of his earnings from Pacer for 2009 and 2010, plus an additional \$5,000. The penalty reflects Mr. Britsch's misuse of his position as a regulator entrusted with protecting the public's health and safety, and his decision to ignore prior warnings and advice. The Commission of the cites the Executive Director to work with mr. Britsch to develop a methodally a greeable payment plan

Dated April (, , 2011.

Robert Mahon, Chair Ethics and Elections Commission

PROPOSED DETERMINATION-5

oppositions in the Supposition Pure opposition Provided Theory and the Contract Spreads with the second second structures of the second s

Phillipping and a more provide the state of the second se second sec

Anteresting and anteresting a first or effective in the flavorane (for the characterized and adment) when here an estimated and the first and the second and the second advective and the second advective and the second advective and the second advective advective

3.34154v I

Mr. Bratelli iso at tell represente themas, a "tametain chen contraten of effectivity files and a second state of tells and a second state

a bay Malan (1995) David da 1997 - Summann