

**BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION**

In the matter of ) No. 17-2-1030-1  
 )  
The Seattle Police Officers Guild ) SETTLEMENT AGREEMENT  
 )

This settlement is made between the Seattle Police Officers Guild (the “Guild”) 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 Guild, the Director, and the Commission (the “Parties”), and their successors, heirs and assigns, and shall constitute the complete agreement between the Parties.

The Guild and the Director agree to the following:

**FINDINGS OF FACT**

1. On October 26, 2017, the Guild purchased a full-page ad in the *Seattle Times* urging readers to vote against Pete Holmes, who was running for re-election to the position of Seattle City Attorney.
2. The ad ran in the Sunday edition on October 29, 2017.
3. The Guild paid \$8,600 for the ad.
4. As an independent expenditure advertisement, the Guild was required to include specific sponsor identification language with the ad and file timely reports to disclose the expenditure.
5. The ad did not include the sponsor identification, but it did include a replica of the Guild’s logo, measuring approximately 3½” x 4”, which included the words “Seattle Police Officers Guild.”
6. A special report of a late independent expenditure was required to be filed by 4:30 p.m. on Friday, October 27, 2017. It was not filed until Monday, October 30, 2017, after Commission staff told the Guild they had a filing obligation.

## CONCLUSIONS OF LAW

7. The Seattle Elections Code, SMC 2.04.290. B.2, states that independent expenditure advertising must include the following statement as part of the communication:

“No candidate authorized this ad. It is paid for by (name, address, city, state)”;

...

8. SMC 2.04.270.A. states that “[e]ach person who, 21 days before an election makes an independent expenditure that by itself, or when added to all other independent expenditures made previously during those 21 days, equals or exceeds \$1,000 shall by 4:30 p.m. the next business day after making each such independent expenditure file electronically with the Commission a special report of that independent expenditure.”

## AGREEMENT

9. The Guild acknowledges that it violated the Elections Code when it failed to include the sponsor identification in its independent expenditure advertisement, and failed to timely report the expenditure.

10. Within five business days of the approval of this settlement, the Guild agrees to pay the City of Seattle \$750 for violating SMC 2.04.290 and for filing the report required under SMC 2.04.270.A late.

11. 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 Guild’s failure to include the required sponsor identification in its full page ad that ran on Sunday, October 29<sup>th</sup> in the *Seattle Times*, along with the failure to timely file the Special Report of Late Independent Expenditure, 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 this matter, 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. 17-2-1030-1 and any events related thereto.

12. 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 Guild rejects any Commission modification of this agreement and requests a hearing.

13. The Parties agree that if the Guild 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.

14. 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.

*Richard F. O'Neill* <sup>SPOG  
v. P.</sup>  
\_\_\_\_\_  
The Seattle Police Officer's Guild  
By: \_\_\_\_\_  
Date: December 5, 2017

*RICHARD F. O'NEILL  
signed on behalf of  
President Kevin Stucky*

*Wayne Barnett*  
\_\_\_\_\_  
Wayne Barnett, Executive Director  
Date: December 7, 2017

