

Issued Date: JANUARY 1, 2024

From: Director Gino Betts, Office of Police Accountability



Case Number: 2023OPA-0334

Allegations of Misconduct & Director's Findings

Named Employee #1

1. **Allegation:** 5.001 - Standards and Duties POL-2. Employees Must Adhere to Laws, City Policy, and Department Policy
 - a. **Finding:** Not Sustained - Inconclusive
2. **Allegation:** 5.020 - Gifts and Gratuities 1. Department employees shall not accept any gift or other item if it appears that the person offering the gift is trying to influence the employee.
 - a. **Finding:** Not Sustained - Inconclusive

This Closed Case Summary (CCS) represents the opinion of the OPA Director regarding the misconduct alleged and therefore sections are written in the first person.

Executive Summary:

Named Employee #1 (NE#1)—a lieutenant—allegedly benefited from a suit-buying event he organized for himself and other officers. It was also alleged that the event violated the city's ethics code.

Administrative Note:

On December 1, 2023, the Seattle Office of Inspector General certified this investigation as thorough, timely, and objective.

Summary of the Investigation:

On July 5, 2023, OPA received an anonymous complaint concerning a private vendor suiting event that NE#1 organized and hosted on city property:

[NE#1] organized a private suit fitting for discounted suits for select SPD employees from a company he has a personal relationship with. He initially scheduled the fitting at the SPD training facility but was later told he could not use SPD facilities based on possible policy

and/or ethical violations of having a private vendor use city resources to sell business suits to select city employees.

OPA opened an investigation, reviewing the OPA complaint, emails, and text messages. OPA also interviewed NE#1, witness employees, and the Seattle Ethics and Elections Commission's director.

A search of NE#1's work email account returned eight emails related to the June 22, 2023, suiting event. On June 1, 2023, NE#1 emailed Witness Employee #1 (WE#1) to reserve space at an SPD facility for the event. WE#1 asked about the nature of the event, and NE#1 called it a "wellness event." On June 2nd, NE#1 emailed 28 SPD employees, mostly high-ranking members, advertising the event. NE#1 wrote, "For a number of years [,] I have been using [Vendor #1] to purchase customized suits and shirts." He claimed two high-ranking employees were Vendor #1 fans and directed him to organize the suiting event for other employees. NE#1 said Vendor #1's suits ranged from "\$450-\$550 depending on the material and cut you desire," and shirts "typically cost \$50." NE#1 explained that Vendor #1 would be on-site to take measurements, orders, and payment and deliver "the suits via UPS typically about 4-6 weeks after the visit." NE#1 indicated that Vendor #1 would "set up in the **Training Unit Classroom**" [emphasis in the original].

On June 5th, Witness Employee #2 (WE#2)—a captain—emailed NE#1 asking whether SPD's chain of command approved the event. NE#1 again suggested that SPD's leadership directed him to organize it. On June 20th, NE#1 emailed invitees that the event was relocated to "the Headquarters 8th floor film studio in the northeast corner of [the] floor near the security detail office." He said Vendor #1 accepted "cash, check, PayPal, and Zelle." NE#1 also encouraged them to invite "coworkers/friends."

On October 23, 2023, OPA interviewed NE#1. NE#1 said Vendor #1 was a traveling custom suit and apparel company based in Thailand that caters to military, police, and diplomatic personnel. He said he purchased several suits from Vendor #1 over the years. NE#1 said SPD's chief was impressed with Vendor #1's quality and directed NE#1 to arrange a fitting for command staff and characterize it as a "wellness event." OPA is reviewing the chief of police's involvement under 2023OPA-0285. NE#1 acknowledged that Witness Employee #4 (WE#4)—a lieutenant—had concerns about the ethics of hosting an unauthorized private vendor at an SPD facility. NE#1 said SPD's chief directed him to screen the issue with the Seattle Ethics and Elections Commission. NE#1 indicated that the ethics commission was "fine" with the event but suggested hosting it off-site to avoid the appearance of impropriety. NE#1 said he attempted to secure a private venue, but the scheduling did not work. NE#1 denied having a business or financial interest in Vendor #1. He also said the event participants did not receive a discount. However, NE#1 described an exchange with Vendor #1 at the end of the event. He said after his fitting, Vendor #1 insisted on giving NE#1 his order (a suit and shirts) for free. NE#1 said he declined several times, including trying to put cash in the Vendor #1 representative's pocket. NE#1 said the representative refused NE#1's money, and NE#1 ultimately stopped pushing the issue to avoid offending the representative. NE#1 said Witness Employee #3 (WE#3)—a detective—saw the exchange. NE#1

said he planned to pay for the order in full upon delivery, but the OPA complaint was made before that happened. He insisted that he would pay for the merchandise regardless of this investigation's outcome.

On October 23, 2023, OPA interviewed the Seattle Ethics & Elections Commission's director. He said NE#1 contacted him before the suiting event to inquire about potential ethics violations. He recalled telling NE#1 that as long as NE#1 had no financial interest in Vendor #1, the event was "tentatively okay." The director said he encouraged NE#1 to seek the chain of command's approval. He also said it would be problematic for NE#1 to receive compensation, including free merchandise, for organizing the event.

On November 8, 2023, OPA interviewed WE#3, who corroborated NE#1's account, saying NE#1 followed Vendor #1 from the eighth-floor elevators to the front entrance, trying to pay for his order.

On November 17, 2023, OPA interviewed WE#4. WE#4 provided OPA with notes he took to document his concerns about the suiting event. WE#4 wrote that around mid-May 2023, NE#1 told him he planned to blast an email to all SPD employees "to patronize his 'suit guy'" that NE#1 knew for years. WE#4 wrote that he suggested that NE#1 connect with the police unions to blast the email to personal email accounts instead since the event "was akin to the ads we used to see in the paper version of [a police union's] newsletter." WE#4 wrote that NE#1 agreed to follow WE#4's suggestion. WE#4 wrote, "I considered my communication clear on the matter; I did not want [NE#1] to utilize department resource (email) to promote a private vendor (that does not officially conduct business with the city or department)." WE#4 wrote that after receiving NE#1's June 2nd email invitation for the event at SPD's training unit, he connected with that unit's chain of command. WE#4 indicated that he spoke with NE#1 on June 5th, again expressing concern about the event being at an SPD facility. WE#4 wrote that NE#1 texted him later that evening, lamenting frustrations and "debating the ethical issues involved." WE#4 indicated that NE#1 intended to screen the issue with the Seattle Ethics and Elections Commission. WE#4 showed OPA a June 14th text from NE#1 saying:

I talked to [the Seattle Ethics and Elections Commission]. He said he would be fine doing it at the [police department,] but the safest and most conservative approach would be to take it [off-site]. I'll attempt to get a hotel room for them for the day to stay on the conservative side.

WE#4's notes also indicated, "This is the second ethical matter I have had with [NE#1]. The first involved a training company owned by his friend and former SPD detective."

OPA invited Vendor #1's representatives to participate in an interview but received no response.

Analysis and Conclusions:

Named Employee #1 - Allegation #1

5.001 - Standards and Duties POL-2. Employees Must Adhere to Laws, City Policy, and Department Policy

The Complainant alleged that NE#1 violated city policy and law by arranging for an unauthorized private vendor to sell on city property.

Employees must adhere to laws, City policy, and Department policy. SPD Policy 5.001-POL-2. Employees may not “[u]se 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 [employee] or any other person, rather than primarily for the benefit of the City, except as permitted by Section 4.16.071.” SMC 4.16.070(B). Moreover, employees may not “[u]se or attempt to use, or permit the use of any City funds, property, or personnel, for a purpose which is, or to a reasonable person would appear to be, for other than a City purpose, except as permitted by Section 4.16.071.” *Id.* Last, employees may not “[s]olicit or receive any...gift...or other thing of monetary value from any person or entity where the...gift...or other thing of monetary value...to a reasonable person, would appear to have been solicited, received or given with intent to...obtain special consideration or influence as to any action by the [employee] in his or her official capacity...” SMC 4.16.070(C).

Here, there is insufficient evidence that NE#1 used his position “primarily” for personal benefit. NE#1 told OPA his sole aim was to connect colleagues with his preferred suit supplier since it provided high-quality and affordable merchandise. Although Vendor #1 insisted on rewarding NE#1 for facilitating new business, according to NE#1 and WE#3, NE#1 repeatedly refused that benefit, including shoving cash into the representative’s pocket. Similarly, there is no evidence that NE#1 solicited received a “gift” or “other thing of monetary value.” While Vendor #1 intended to bestow a benefit upon NE#1, NE#1 had yet to receive that benefit. The free merchandise was scheduled for delivery weeks thereafter. Had NE#1 received and accepted that benefit, OPA’s assessment would have been different. However, NE#1 told OPA that he planned to pay for the merchandise regardless of Vendor #1’s insistence but did not want to cause a scene or offense during the event. He also said he did not issue payment after the OPA complaint was made because he did not want to appear solely motivated by OPA’s investigation. Overall, there is insufficient evidence to disprove NE#1’s claim.

Accordingly, OPA recommends that this allegation be Not Sustained – Inconclusive.

Recommended Finding: **Not Sustained - Inconclusive**

Named Employee #1 - Allegation #2

5.020 - Gifts and Gratuities 1. Department employees shall not accept any gift or other item if it appears that the person offering the gift is trying to influence the employee.

The Complainant alleged that NE#1 accepted merchandise from a vendor seeking to influence him.

Here, as articulated above, there is insufficient evidence that NE#1 accepted a gift from Vendor #1. Moreover, there is insufficient evidence that Vendor #1 sought to influence NE#1—particularly when Vendor #1 seemed to offer NE#1 free merchandise unexpectedly after the event. Accordingly, OPA recommends that this allegation be Not Sustained – Inconclusive.

Recommended Finding: **Not Sustained - Inconclusive**