Ordinance No. 123613

Council Bill No. 117177

AN ORDINANCE relating to the Seattle Ethics and Elections Commission; authorizing the Executive Director to execute an agreement with the Seattle School District for implementing an ongoing independent ethics and whistleblower protection program for Seattle Public Schools, increasing appropriations in the 2011 Adopted Budget for the Seattle Ethics and Elections Commission, creating a position in the Seattle Ethics and Elections Commission, and ratifying and confirming prior acts; all by a two-thirds vote of the City Council.

Related Legislation File: _____

Date Introduced and Referred: 5.16.11	To: (committee): Built Environment
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: 5.31.11	Date Presented to Mayor: 6.1.11
Date Signed by Mayor: 6.3.11	Date Returned to City Clerk: 6.3.11
Published by Title Only X Published in Full Text _____	Date Vetoed by Mayor:
Date Veto Published:	Date Passed Over Veto:
Date Veto Sustained:	Date Returned Without Signature:

The City of Seattle – Legislative Department

Council Bill/Ordinance sponsored by: Sally Clark

Committee Action:

Date	Recommendation	Vote
05254	PASS as amended	3-0 SC, TB, ST
~~FOR VOTE BY FULL COUNCIL~~		

This file is complete and ready for presentation to Full Council. _____

Full Council Action:

Date	Decision	Vote
5.31.11	Passed	8-0 (M.O. excused)

Michael Fong/MF
SEEC and SPS Agreement
May 19, 2011
Version #2

ORDINANCE 123613

AN ORDINANCE relating to the Seattle Ethics and Elections Commission; authorizing the Executive Director to execute an agreement with the Seattle School District for implementing an ongoing independent ethics and whistleblower protection program for Seattle Public Schools, increasing appropriations in the 2011 Adopted Budget for the Seattle Ethics and Elections Commission, creating a position in the Seattle Ethics and Elections Commission, and ratifying and confirming prior acts; all by a two-thirds vote of the City Council.

WHEREAS, in 1991, the City of Seattle established the independent Seattle Ethics and Elections Commission (SEEC) to administer and enforce the City's ethics, elections, lobbying and whistleblower codes; and

WHEREAS, Seattle Public Schools (SPS) has expressed a desire to strengthen compliance by its employees with ethical requirements and recognizes that ensuring protection for whistleblowers is essential to maintaining public confidence and necessary for SPS to be a high performing and effective organization; and

WHEREAS, SPS and the City of Seattle agree that the most effective ethics and whistleblower investigations should be conducted by an entity that has independence from an organization's standard management structure; and

WHEREAS, the Seattle City Council has encouraged SPS and SEEC to identify opportunities for collaboration in order to provide SPS with an effective and independent program for ethics and whistleblower investigations; and

WHEREAS, SEEC is well respected and has the organizational infrastructure and proven expertise in developing and implementing comprehensive ethics and whistleblower programming; and

WHEREAS, SPS and the SEEC have agreed to a funding level by SPS and the terms and conditions of an agreement under which the SEEC would provide independent and comprehensive ethics and whistleblower programming to SPS; and

WHEREAS, SPS and the City of Seattle are committed to working together and devoted to effectively serving the interests of Seattle's residents, taxpayers, students and families; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

COUNCIL CLERK

Section 1. The Executive Director of the Seattle Ethics and Elections Commission (SEEC), or his designee, is authorized to execute an agreement substantially in the form of Attachment A titled "Independent Ethics and Whistleblower Protection Program Agreement Between Seattle Public Schools and the City of Seattle."

Section 2. Contingent upon the execution of the agreement authorized in Section 1 of this ordinance, and in order to pay for necessary costs and expenses pertaining to the terms and conditions identified and funded through the before mentioned agreement, the appropriations for the following item in the 2011 Budget is increased from the fund shown as follows:

Item	Fund	Department	Budget Control Level	Amount
1.1	General Subfund (00100)	Ethics and Elections	Ethics and Elections Budget Control Level (V1T00)	$77,917
Total				$77,917

Section 3. To carry out purposes of the appropriation in Section 2 of this ordinance, the following new investigator position, which is exempt from Civil Service rules and laws, is created in the Seattle Ethics and Elections Commission:

Department	Position Title	Position Status	Number
Seattle Ethics and Elections Commission	Strategic Advisor 1	Full-time	1

The duties of this position will be to investigate whistleblower and whistleblower retaliation complaints as well as ethics violations. The Executive Director of the SEEC is authorized to fill this position. This position is expected to continue as long as funding is available from the Seattle School District in accordance with the agreement approved by Section 1 of this ordinance.

COUNCIL CLERK

Section 4. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Section 5. Ratify and Confirm. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is hereby ratified and confirmed.

Passed by a 3/4 vote of all the members of the City Council the 31st day of May, 2011, and signed by me in open session in authentication of its passage this 31st day of May, 2011.

President _____ of the City Council

Approved by me this 31st day of June, 2011.

Michael McGinn, Mayor

Filed by me this 3rd day of June, 2011.

City Clerk

(Seal)

Attachment A: Independent Ethics and Whistleblower Protection Program Agreement Between Seattle Public Schools and the City of Seattle.

COUNCIL CLERK

Attachment A

INDEPENDENT ETHICS AND WHISTLEBLOWER PROTECTION PROGRAM AGREEMENT BETWEEN SEATTLE PUBLIC SCHOOLS AND THE CITY OF SEATTLE

THIS INDEPENDENT ETHICS AND WHISTLEBLOWER PROTECTION PROGRAM AGREEMENT ("Agreement") is hereby made by and between Seattle School District No. 1 ("Seattle Public Schools" or "SPS") and the City of Seattle ("City"), referred to collectively herein as the "Parties".

WHEREAS, Seattle Public Schools and the City are each devoted to serving the City's residents, taxpayers, students and families;

WHEREAS, Seattle Public Schools recognizes that strengthening compliance by its employees with ethical requirements and ensuring protection for whistleblowers is essential to maintaining public confidence and necessary for SPS to be a high performing and effective organization;

WHEREAS, Seattle Public Schools has taken significant steps to develop an ethics program, including appointment of an ethics officer, launch of an anonymous hotline for reporting violations, establishment of a complaint and investigation process, and employee awareness measures;

WHEREAS, to be most effective, ethics and whistleblower investigations should be conducted by an entity that has independence from an organization's standard management structure;

WHEREAS, in order to best strengthen ethical compliance, Seattle Public Schools desires to establish an independent ethics investigation and whistleblower program;

WHEREAS, the City has established an independent and well-respected ethics and whistleblower program through the City's Ethics and Elections Commission;

WHEREAS, the City's Ethics and Elections Commission staff have proven expertise in providing a comprehensive ethics and whistleblower program;

WHEREAS, the City has offered its support in establishing an ethics and whistleblower program and Seattle Public Schools desires to have the City provide such a program for Seattle Public Schools employees; and

WHEREAS, the City has the legal authority to devote its resources in support of public education and Seattle Public Schools;

SPS CITY CLERK

WHEREAS, the Parties have agreed to a funding level by Seattle Public Schools for these services that is cost-effective and reflects the Parties' agreement that SPS funds should be prioritized for direct services to students;

WHEREAS, the Parties have negotiated the terms and conditions of this Agreement under which the City will provide independent and comprehensive ethics and whistleblower programs to Seattle Public Schools.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Term and Termination

1.1 This Agreement shall be effective upon mutual execution by the Parties for an initial term of three years. This Agreement may be extended for such additional terms as are agreed to by the Parties in writing.

1.2 This Agreement may be terminated by either party for its convenience and without cause at any time, upon 60 days written notice delivered by certified mail, return receipt requested, to the other party. In addition, if either party's governing body does not provide the necessary appropriation authority for the following year, this agreement may be terminated effective January 1st of the following year by giving notice no later than December 2nd of the current year.

1.3 Either party may terminate this Agreement in the event that the other party substantially fails to perform its obligations as described in this Agreement following written notice by certified mail, return receipt requested, of such non-performance and a reasonable opportunity (of not less than 14 calendar days) for the non-performing party to cure the issues of non-performance.

2.0 Comprehensive Ethics and Whistleblower Protection Program

2.1 Program Elements

2.1.1. The City, through the executive director and staff of its Ethics and Elections Commission Office ("SEEC"), shall provide an independent and comprehensive Ethics and Whistleblower Protection Program ("Program") for SPS. The Program shall include, but not be limited to, the elements identified in Section 2.2 through 2.6.

2.1.2. Upon execution of this Agreement, SPS hereby designates the SEEC Executive Director as the SPS "Ethics Officer" as that term is used under the existing SPS Ethics Policy and Procedure (F11.0 and 11.01) .

SPS CITY CLERK

2.1.3. The City shall carry out the Program with the care and diligence that is customary for a program of this nature. The City shall stay abreast of best practices regarding ethics and whistleblower programs for public agencies and institute such practices in the Program. The City shall recommend any amendments to this Agreement that may be necessary to carry out such best practices.

2.2 Ethics and Whistleblower Policy Revisions

The City shall review the existing SPS Ethics Policy and Procedure (F11.00 and 11.01) ("Ethics Policy"), SPS Whistleblower Policy (F09.00 and 09.01) ("Whistleblower Policy") and the SPS School Board Code of Conduct and Ethics (Bylaw B49.00) ("Code of Conduct") and recommend revisions of those Policies and Code of Conduct to the SPS School Board. The City shall seek to provide this recommendation within 90 days after the execution of this Agreement. Such recommendations shall be made in consultation with SPS and will take into account the unique issues and interests of SPS. The SPS School Board will retain the final authority regarding the content of any policy revisions. The City shall also make such recommendations over time as it deems necessary to ensure the policies are complete, effective and enforceable.

2.3 Ethics Complaints, Investigations and Written Findings

2.3.1. Complaints. The City shall independently receive from SPS employees and the public complaints alleging violations of the SPS Ethics Policy or Code of Conduct (collectively, the "Ethics Provisions"). The City shall establish a standardized process for the filing of such complaints. The City shall provide information to SPS employees and the public via web pages and other means about how to file such a complaint. Allegations of possible violations of any of the Ethics Provisions received by SPS will be forwarded by SPS to the City within 15 days. The City shall provide appropriate communications to each person filing a complaint as to the receipt of the complaint, status of the complaint, and final disposition of the matter complained of.

2.3.2. Investigations. The City shall in its sole discretion determine in accordance with the standard practices of the SEEC which complaints to investigate and the scope of such investigation. Investigations shall be conducted in a thorough, documented, and professional manner so as to provide sufficient evidentiary grounds to support such employee discipline or other action as may be taken by SPS for violations of the Ethics Provisions. The City shall refer to SPS those complaints it receives which the City has determined do not warrant further investigation as an Ethics Provision violation but which may need other action by SPS.

2.3.3. Written Findings. The City shall provide the SPS General Counsel with a detailed written investigative report of the City's findings ("Written Findings") for each ethics investigation conducted by the City. If the report involves the SPS General Counsel or

DPS CITY CLERK

Superintendent, the report shall instead be provided to the President of the SPS School Board. The level of detail in such report shall be commensurate with the complexity of the matter at issue, whether a violation of an Ethics Provision is found to have occurred, and the severity of the violation found. Written Findings involving a violation of the Ethics Policy shall provide sufficient detail to provide SPS with the necessary information to make an informed and defensible decision regarding the appropriate level of employee discipline to impose or other action to take.

2.3.4. Employee Discipline. SPS considers ethics violations a very serious matter and will carefully review and consider all Written Findings to determine employee discipline. SPS shall be solely responsible for determining if discipline should be imposed and at what level. SPS shall implement employee discipline in accordance with any required disciplinary process and applicable collective bargaining agreement provisions.

2.4 Whistleblower Investigations and Protections

2.4.1 Complaints of Improper Governmental Action. The City shall independently receive and investigate complaints by SPS employees alleging "Improper Governmental Action" as defined by the SPS Whistleblower Protection Policy. The City shall establish a standardized process for the filing of such complaints. The City shall provide information to SPS employees via web pages and other means about how to file such a complaint with the City. The City shall provide appropriate communications to each person filing a complaint as to the receipt of the complaint, status of the complaint, and final disposition of the matter.

2.4.2. Whistleblower Protection. The City shall independently receive and investigate complaints by SPS employees alleging retaliation in violation of the SPS Whistleblower Policy. The City shall establish a standardized process for the filing of such complaints. The City shall provide information to SPS employees via web pages and other means about how to file such a complaint with the City. The City shall provide appropriate communications to each person filing a complaint as to the receipt of the complaint, status of the complaint, and final disposition of the matter.

2.4.3. Investigations. The City shall in its sole discretion determine in accordance with the standard practices of the SEEC which complaints of Improper Governmental Action and retaliation in violation of the SPS Whistleblower Protection Policy to investigate and the scope of such investigations. The City shall refer to SPS those complaints which the City has determined not to further investigate but which may warrant other action by SPS.

2.4.4. Written Report. The City shall provide the SPS General Counsel with a detailed written report of the City's findings in each investigation conducted by the City pursuant to this section. If the report involves the SPS General Counsel or Superintendent, the report shall instead be provided to the President of the SPS School Board. SPS shall carefully review the

SPS CITY CLERK

findings and shall be solely responsible for determining appropriate action to take in response to such findings. SPS shall be solely responsible for determining if any employee discipline should be imposed as a result of such findings and at what level. SPS shall implement such employee discipline in accordance with any required disciplinary process and applicable collective bargaining agreement provisions.

2.5 Training and Awareness

The City shall develop and deliver a comprehensive ethics and whistleblower protection training and awareness program for SPS employees, SPS School Board Directors, volunteers and contractors. This program shall be designed and implemented to instill a culture of compliance with ethical requirements among SPS employees, School Board members, volunteers and contractors and increase awareness of the protections afforded to whistleblowers. This training and awareness shall include, but not be limited to direct trainings to all employees and SPS School Board Directors, informational web pages, written materials; and new employee orientation training.

2.6 Advisory Opinions

In addition to the training and awareness required by this Agreement, at the request of SPS employees, the City shall provide informal guidance or formal advisory opinions regarding interpretation, application, and compliance with the Ethics Provisions. The City shall provide SPS employees with training and information about how to seek such guidance. At the discretion of the City, employee requests may be responded to informally or as a formal written advisory opinion. The City shall provide formal written advisory opinions on such topics as requested by SPS.

2.7 Election Related Matters Not Covered

Because the City lacks legal jurisdiction to regulate school district election matters, the Program will not include SPS School Board of Director election and campaign related issues. Those matters will continue to be regulated by the Washington State Public Disclosure Commission.

3.0 Data Collection and Reporting

3.1 The City shall provide SPS with a written report every six months during the term of this Agreement that will detail the Program activities to date, an assessment of the Program's success and recommended Program improvements. The report shall also contain relevant data regarding the Program including, but not limited to: a) the number and type of complaints filed and their disposition; b) investigations conducted; c) trainings and awareness activities conducted; and d) number and type of requests for advice/guidance.

3.2 The City shall make such presentations to the SPS Superintendent or School Board regarding the Program as are reasonably requested by SPS from time to time. At a minimum, the

SPS CITY CLERK

City shall provide an annual presentation to the SPS School Board of Directors or its Executive Committee. Such presentations shall include an overview of the Program, review of data collected, assessment of the Program's effectiveness, and recommendations for improvements.

3.3 Should any records held by the City related to work for SPS under this agreement become the subject of a request for public disclosure under Chapter 42.56 RCW, the City shall use its best efforts to notify SPS of such request and consult with SPS regarding a proposed response and the date by which the City anticipates responding. If the City notifies SPS in writing that it plans to disclose any records and SPS disagrees that such records are disclosable, SPS may then within a reasonable time of receipt of notification by the City, give notice in writing to the City that (a) specifically identifies each record, or part thereof and (b) fully explains why such records are exempt from disclosure under Chapter 42.56 RCW, or any other law, so that the City may respond to the records requester. The City may decide whether or not to withhold or redact those public records that SPS reasonably claims are exempt from disclosure based upon SPS's information. SPS at its sole expense may seek a judicial declaration or injunction with respect to the public records request. SPS further agrees that it will, at its sole expense, defend the non-disclosure of that information SPS claims in the written notice to be exempt from disclosure and indemnify the City for any and all penalties assessed and costs that the City incurs, if any. The provisions of this paragraph shall survive the termination of this Agreement.

4.0 Independence of City

The Parties are committed to the independent investigation of ethics and whistleblower complaints by the City and will take such actions as are necessary to further and maintain such independence during the term of the Agreement.

5.0 Cooperation

5.1 SPS shall provide its full cooperation to make the Program a success. This cooperation shall include, but not be limited to, promptly reporting suspected ethics or whistleblower matters to the City, providing information needed to assist the Program, facilitating investigations where requested, providing assistance in coordinating staff training, making SPS facilities available as needed, and such other assistance as is agreed upon.

5.2 The General Counsel for SPS and the SEEC Executive Director, or such other designee identified by a Party in writing, shall serve as the Agreement Coordinators. The designated Agreement Coordinators shall work together as necessary to further the Program and facilitate successful implementation of this Agreement.

6.0 Funding

6.1 In order to carry out the Program, the Parties agree that it is appropriate for SPS to provide annual funding to the City. SPS shall make an annual payment of $125,000 per full

SPS CITY CLERK

calendar year ("Annual Payment") to the City during the term of this Agreement. This payment shall be the sole and exclusive amount to be paid by SPS under this Agreement. The Parties deem this funding level sufficient to fully compensate the City for SPS's share of all costs associated, directly or indirectly, with the Program. The first payment shall be made by SPS within 60 days of execution of this Agreement. Subsequent Annual Payments shall be made no later than January 1 of each year. The first payment and final payment made during the term of this Agreement shall be pro-rated to reflect the number of months remaining in the calendar year (Annual Payment/12 * number of months remaining in the calendar year). The first payment shall also include a one-time payment of $5,000 to fund the City's purchase of computers and supplies that the City will need to perform the services under this Agreement.

6.2 The City may upon 60 days notice seek to renegotiate the amount of the Annual Payment if it concludes that the funding level is not sufficient to permit it to provide the services described in Section 2.0. SPS may upon 60 days notice seek to renegotiate the amount of the Annual Payment if it concludes that the services it receives under Section 2.0 are not commensurate with the funding level.

6.3 In the event this Agreement is terminated by either party prior to its expiration, the City shall within 60 days of such termination make a reimbursement to SPS of the Annual Payment pro-rated for the number of months remaining in the calendar year following the date of termination.

7.0 Employee and Union Rights Not Abridged

Nothing herein is intended or should be construed to abridge any existing rights of SPS employees or the unions that represent such employees. SPS and the City shall work together to ensure that the Program is developed and implemented in such a manner as is consistent with any such rights. SPS shall be responsible for bargaining with its labor partners any matters arising from this Agreement for which such bargaining is necessary.

8.0 Indemnification

8.1 The City shall indemnify, defend and hold SPS and its officers and employees, free and harmless from any and all claims, demands, suits, judgments, liabilities, costs, expenses, losses and any death, injury or disability of any person or damage to any property or business to the extent arising, directly or indirectly, out of or suffered by any person by reason of or in connection with any action, error, or omission of the City, or any of its officers, agents, employees, program agreements or clients. In the event of suit against SPS, the City shall appear and defend the same, provided the City is notified in a timely manner of the suit. In the event that SPS and the City are held to be jointly liable in any final judgment in any suits arising out of their acts or omissions under this Agreement, the costs and expenses arising therefrom shall be prorated between the parties according to the relative degrees of their liability. Such indemnity shall not include claims arising as a result of the sole negligence of SPS, or any of its officers, employees or agents.

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8.2 SPS shall indemnify, defend and hold the City and its officers and employees, free and harmless from any and all claims, demands, suits, judgments, liabilities, costs, expenses, losses and any death, injury or disability of any person or damage to any property or business to the extent arising, directly or indirectly, out of or suffered by any person by reason of or in connection with any action, error, or omission of SPS, or any of its officers, agents, employees, program agreements or clients. In the event of suit against the City, SPS shall appear and defend the same, provided SPS is notified in a timely manner of the suit. In the event that the City and SPS are held to be jointly liable in any final judgment in any suits arising out of their acts or omissions under this Agreement, the costs and expenses arising therefrom shall be prorated between the parties according to the relative degrees of their liability. Such indemnity shall not include claims arising as a result of the sole negligence of the City.

8.3 The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

9.0 Legal Relations

9.1 It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party.

9.2 This Agreement is entered into under the authority of RCW 39.34.080 and does not form a separate organization or administrative entity under RCW 39.34.030. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors or subcontractors of the other party.

9.3 The parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

9.4 This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

9.5 Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless expressly agreed to in writing by the party to be charged.

9.6 Neither party may assign this Agreement, in whole or part, without the express written consent of the other party.

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9.7 This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and construed without regard to who drafted such language.

10.0 Notice

Any notice due under this Agreement shall be provided to Parties at the addresses below:

To SPS: Superintendent
Seattle Public Schools
P.O. Box 34165
M.S. 32-150
Seattle, WA 98124-1165

Copy to: General Counsel's Office
Seattle Public Schools
P.O. Box 34165
M.S. 32-151
Seattle, WA 98124-1165

To the City: Seattle Ethics and Elections Commission Attn: Executive Director
P.O. Box 94729
Seattle, WA 98124-4729

11.0 Entire Agreement

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by a written agreement signed by the Parties.

IN WITNESS THEREOF the Parties hereto have executed the Agreement on the dates shown below with their respective signatures.

SEATTLE SCHOOL DISTRICT NO. 1

By: _____

Its: _____

Date: _____

CITY OF SEATTLE

By: _____

Its: _____

Date: _____

SPS CITY CLERK

Form revised: December 14, 2010

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Legislative	Mike Fong/5-1675	Karl Stickel/4-8085

Legislation Title: AN ORDINANCE relating to the Seattle Ethics and Elections Commission; authorizing the Executive Director to execute an agreement with the Seattle School District for implementing an ongoing independent ethics and whistleblower protection program for Seattle Public Schools, increasing appropriations in the 2011 Adopted Budget for the Seattle Ethics and Elections Commission, creating a position in the Seattle Ethics and Elections Commission, and ratifying and confirming prior acts; all by a two-thirds vote of the City Council.

Summary of the Legislation:

This legislation carries out the following:

1) Authorizes the director of SEEC (or his designee) to execute an agreement with Seattle Public Schools (SPS) for providing the school district with ethics and whistleblower protection programming;
2) Increase appropriations in the 2011 budget for SEEC to fund the costs and expenditures associated with this additional body of work for SPS; and
3) Adds and creates position authority for a Strategic Advisor 1 for the SEEC.

Background:

SPS and the SEEC have engaged in discussions about how the two agencies could collaborate and partner in providing the Seattle School District with a strengthened ethics and whistleblower protection program. SEEC has provided independent enforcement and administration of the City's ethics, elections, lobbying and whistleblower codes and has the experience and expertise to provide similar services to SPS. An agreement negotiated and agreed to by both parties would enable SPS to fund staffing and other costs associated with having SEEC provide an ethics and whistleblower program for SPS employees and a mechanism for addressing and investigating complaints (from employees or the public). The negotiated funding to be provided by SPS to the City and SEEC on an annual basis for these services would be $125,000 a year. SEEC would hire additional staffing to meet the needs of SPS for this purpose.

Please check one of the following:

____ **This legislation does not have any financial implications.**

__X__ **This legislation has financial implications.**

Appropriations:

This table should reflect appropriations that are a direct result of this legislation. In the event that the project/programs associated with this ordinance had, or will have, appropriations in other legislation, please provide details in the Notes section below.

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Fund Name and Number	Department	Budget Control Level*	2011 Appropriation	2012 Anticipated Appropriation
General Subfund (00100)	Ethics and Elections	Ethics and Elections BCL (V1T00)	$77,917	$125,000
TOTAL			**$77,917**	**$125,000**

**See budget book to obtain the appropriate Budget Control Level for your department.*

Appropriations Notes: In 2011, SEEC and SPS have agreed to pro-rate the annual funding allocation to reflect the remaining months in the calendar year. With the anticipation that the agreement will be executed by June 1, this legislation authorizes appropriations that reflect 7 months worth of service delivery by SEEC to SPS ($125,000/12 months = $10,416.67 x 7 months = $72,917). This level of appropriations also includes a one-time $5,000 payment from SPS for start-up related costs for supplies and computers.

Anticipated Revenue/Reimbursement: Resulting from this Legislation:
This table should reflect revenues/reimbursements that are a direct result of this legislation. In the event that the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below the table.

Fund Name and Number	Department	Revenue Source	2011 Revenue	2012 Revenue
General Subfund (00100)	Ethics and Elections	Seattle Public Schools	$77,917	$125,000
TOTAL			**$77,917**	**$125,000**

Revenue/Reimbursement Notes: In the agreement negotiated between SEEC and SPS, SPS will provide the pro-rated level of funding for services delivered for 2011 within 60 days of execution of the agreement. Beginning in 2012, annual payments of $125,000 will be made to the City by SPS no later than January 1 of each year.

Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact:
This table should only reflect the actual number of positions affected by this legislation. In the event that positions have been, or will be, created as a result of other legislation, please provide details in the Notes section below the table.

Position Title and Department	Position # for Existing Positions	Fund Name & #	PT/FT	2011 Positions	2011 FTE	2012 Positions*	2012 FTE*
Strategic Advisor 1		General Subfund (00100)	Full Time	1.00	1.00	1.00	1.00
TOTAL				**1.00**	**1.00**	**1.00**	**1.00**

** 2012 positions and FTE are total 2012 position changes resulting from this legislation, not incremental changes.*

2011 CITY CLERK

Therefore, under 2012, please be sure to include any continuing positions from 2011.

Position Notes:

Do positions sunset in the future? The initial term of the MOA is for 3 years. It is expected that the position will continue as long as funding continues to be available from the Seattle School District.

Spending/Cash Flow:
This table should be completed only in those cases where part or all of the funds authorized by this legislation will be spent in a different year than when they were appropriated (e.g., as in the case of certain grants and capital projects). Details surrounding spending that will occur in future years should be provided in the Notes section below the table.

Fund Name & #	Department	Budget Control Level*	2011 Expenditures	2012 Anticipated Expenditures
TOTAL				

** See budget book to obtain the appropriate Budget Control Level for your department.*

Spending/Cash Flow Notes:

What is the financial cost of not implementing the legislation?
There is no financial cost to the City if this legislation is not implemented.

Does this legislation affect any departments besides the originating department?
No.

What are the possible alternatives to the legislation that could achieve the same or similar objectives?
Seattle Public Schools could continue to provide ethics and whistleblower protection programming with their own staff. Another third party organization or agency would be retained to provide these services.

Is the legislation subject to public hearing requirements?
No.

Other Issues:

List attachments to the fiscal note below:

SPS CITY CLERK

Michael Fong/MF
SEEC and SPS Agreement
May 10, 2011
Version #1

ORDINANCE _____

AN ORDINANCE relating to the Seattle Ethics and Elections Commission; authorizing the Executive Director to execute an agreement with the Seattle School District for implementing an ongoing independent ethics and whistleblower protection program for Seattle Public Schools, increasing appropriations in the 2011 Adopted Budget for the Seattle Ethics and Elections Commission, creating a position in the Seattle Ethics and Elections Commission, and ratifying and confirming prior acts; all by a two-thirds vote of the City Council.

WHEREAS, in 1991, the City of Seattle established the independent Seattle Ethics and Elections Commission (SEEC) to administer and enforce the City's ethics, elections, lobbying and whistleblower codes; and

WHEREAS, Seattle Public Schools (SPS) has expressed a desire to strengthen compliance by its employees with ethical requirements and recognizes that ensuring protection for whistleblowers is essential to maintaining public confidence and necessary for SPS to be a high performing and effective organization; and

WHEREAS, SPS and the City of Seattle agree that the most effective ethics and whistleblower investigations should be conducted by an entity that has independence from an organization's standard management structure; and

WHEREAS, the Seattle City Council has encouraged SPS and SEEC to identify opportunities for collaboration in order to provide SPS with an effective and independent program for ethics and whistleblower investigations; and

WHEREAS, SEEC is well respected and has the organizational infrastructure and proven expertise in developing and implementing comprehensive ethics and whistleblower programming; and

WHEREAS, SPS and the SEEC have agreed to a funding level by SPS and the terms and conditions of an agreement under which the SEEC would provide independent and comprehensive ethics and whistleblower programming to SPS; and

WHEREAS, SPS and the City of Seattle are committed to working together and devoted to effectively serving the interests of Seattle's residents, taxpayers, students and families; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

THIS VERSION IS NOT ADOPTED

SPS CITY CLERK

Section 1. The Executive Director of the Seattle Ethics and Elections Commission (SEEC), or his designee, is authorized to execute an agreement substantially in the form of Attachment A titled "Independent Ethics and Whistleblower Protection Program Agreement Between Seattle Public Schools and the City of Seattle."

Section 2. Contingent upon the execution of the agreement authorized in Section 1 of this ordinance, and in order to pay for necessary costs and expenses pertaining to the terms and conditions identified and funded through the before mentioned agreement, the appropriations for the following item in the 2011 Budget is increased from the fund shown as follows:

Item	Fund	Department	Budget Control Level	Amount
1.1	General Subfund (00100)	Ethics and Elections	Ethics and Elections Budget Control Level (V1T00)	$77,917
Total				$77,917

Section 3. To carry out purposes of the appropriation in Section 2 of this ordinance, the following new investigator position, which is exempt from Civil Service rules and laws, is created in the Seattle Ethics and Elections Commission:

Department	Position Title	Position Status	Number
Seattle Ethics and Elections Commission	Strategic Advisor 1	Full-time	1

The duties of this position will be to investigate whistleblower and whistleblower retaliation complaints as well as ethics violations. The Executive Director of the SEEC is authorized to fill this position. This position is expected to continue as long as funding is available from the Seattle School District in accordance with the agreement approved by Section 1 of this ordinance.

THIS VERSION IS NOT ADOPTED

SPS CITY CLERK

Section 4. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by a 3/4 vote of all the members of the City Council the ____ day of _____, 2011, and signed by me in open session in authentication of its passage this_____ day of _____, 2011.

_____

President _____of the City Council

Approved by me this ____ day of _____, 2011.

_____

Michael McGinn, Mayor

Filed by me this ____ day of _____, 2011.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Attachment A: Independent Ethics and Whistleblower Protection Program Agreement between Seattle Public Schools and the City of Seattle.

THIS VERSION IS NOT ADOPTED

THIS CITY CLERK

STATE OF WASHINGTON – KING COUNTY

--ss.

272660 No. 123609,610,611,612,613

CITY OF SEATTLE,CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:TITLE ONLY ORDINANCE

was published on

06/17/11

The amount of the fee charged for the foregoing publication is the sum of $ 81.90, which amount has been paid in full.

JENNIFER A. PATZER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES OCT. 24, 2011

Subscribed and sworn to before me on

06/17/11

Notary public for the State of Washington, residing in Seattle

State of Washington, King County

City of Seattle
Title Only Ordinances

The full text of the following legislation, passed by the City Council on May 31, 2011, and published below by title only, will be mailed upon request, or can be accessed at http://clerk.seattle.gov. For information on upcoming meetings of the Seattle City Council, please visit http://www.seattle.gov/council/calendar.

Contact: Office of the City Clerk at (206) 684-8344.

ORDINANCE NO. 123609

AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 102 of the Official Land Use Map to rezone property located at 711 Bellevue Avenue East from Lowrise 3 (LR3) to Midrise with a 60 foot height limit (MR-60), and accepting a Property Use and Development Agreement in connection therewith. (Petition by Lesley Bain, C.F. 310211, DPD Project 3010378)

ORDINANCE NO. 123610

AN ORDINANCE related to fees and charges for permits and activities under Seattle's Building and Construction Codes; repealing sections of Ordinance 123453 and amending Sections 22.900B.050, 22.900C.010, and 22.900D.145 of the Seattle Municipal Code to make technical corrections.

ORDINANCE NO. 123611

AN ORDINANCE relating to Shoreline Street End permits; amending the current Seattle Department of Transportation Street Use Fee Schedule by revising the Shoreline Street End permit fee methodology, and repealing Section 1 and Attachment A of Ordinance 119673, Shoreline Street End Permit Fee Methodology; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123612

AN ORDINANCE relating to the Seattle Streetcar, accepting donations to fund service enhancements, authorizing changes in the streetcar service plan, and ratifying and confirming prior acts.

ORDINANCE NO. 123613

AN ORDINANCE relating to the Seattle Ethics and Elections Commission; authorizing the Executive Director to execute an agreement with the Seattle School District for implementing an ongoing independent ethics and whistleblower protection program for Seattle Public Schools, increasing appropriations in the 2011 Adopted Budget for the Seattle Ethics and Elections Commission, creating a position in the Seattle Ethics and Elections Commission, and ratifying and confirming prior acts; all by a two-thirds vote of the City Council.

Date of publication in the Seattle Daily Journal of Commerce, June 17, 2011.

6/17(272660)