

BEFORE THE WASHINGTON STATE
EXECUTIVE ETHICS BOARD

In the Matter of:

Michael Addams
Respondent.

No. 2020-001

STIPULATED FACTS,
CONCLUSIONS OF LAW AND
AGREED ORDER

THIS STIPULATION is entered into by Respondent, Michael Addams and Board Staff of the WASHINGTON STATE EXECUTIVE ETHICS BOARD (Board) through KATE REYNOLDS, Executive Director, pursuant to chapter 42.52 RCW, chapter 34.05 RCW, and WAC 292-100-090(1). The following stipulated facts, conclusions of law, and agreed order will be binding upon the parties if fully executed, and if accepted by the Board without modification(s), and will not be binding if rejected by the Board, or if the Respondent does not accept the Board's proposed modification(s), if any, to the stipulation. This stipulation is based on the following:

A. STIPULATED FACTS

1. On January 3, 2020, the Executive Ethics Board (Board) received two complaints alleging that Michael Addams (Mr. Addams) the Local Government Liaison (LGL) for the Division of Child Support (DCS) at the Department of Social & Health Services (DSHS), may have violated the Ethics in Public Service Act by securing special privileges for himself by accepting employment with an agency that he managed a contract for while employed at a DCS.

2. According to the complainant, Mr. Addams was the DSHS/DCS Headquarters (HQ) LGL while DCS was negotiating a new \$400,000 contract with the Washington State Association of Prosecuting Attorneys (WAPA). One complainant alleges that less than 6 months

after the completion of this contract, Mr. Addams was hired as the WAPA Support Enforcement Program (SEP) Director.

3. According to the complainants, Mr. Addams was listed as the contact person responsible for the contract until about August 2019. He negotiated the contract with Linda Langston (Ms. Langston), Director of WAPA's Support Enforcement Project (SEP), as well as Ms. Langston's supervisor, Russell Brown (Mr. Brown). Mr. Brown is the Executive Director of WAPA. The complainant alleges that Mr. Addams had direct influence and input into the terms of this contract and he was in a position that would benefit from this contract.

4. According to one complaint, Mr. Addams worked closely with DCS IT Chief Scott Reese (Mr. Reese) on the terms of the technical support contract for IT Services for WAPA and contracted Prosecuting Attorney Offices around Washington State. According to the complainants, Mr. Addams still works closely with Mr. Reese on this contract.

5. According to the complainants, Mr. Reese and Mr. Addams created special privileges that would benefit WAPA over the last 18 months while the prior WAPA SEP Director, Ms. Langston, held the position. They did this with the knowledge that Ms. Langston was retiring within 6-9 months as the WAPA SEP Director. One complainant said that they had documentation to support this information, including emails, and the contract number¹.

6. According to DSHS, Mr. Addams was hired as the LGL on February 1, 2018, and became permanent in that position on February 1, 2019. Mr. Addams resigned from DSHS effective September 14, 2019.

¹ On February 14, 2020, Board staff contacted the complainant and requested copies of those documents. The complainant responded by email stating that they would provide those documents. As of the date of this report, the complainant has not provided the requested documents.

7. In a written response from Mr. Reese, he advised Board staff that he was not the contract manager for this contract but he did have a lot of input into the IT portions of the contract; including how the transition would work and some related budget implications (hardware, software licensing, support, FTEs, etc.). He was not at the table when most of the terms of the contract were discussed with Ms. Langston but he and Dennis Osorio (Mr. Osorio), Chief Information Officer for Thurston County, had a few individual meetings with Ms. Langston on contract language to hash out timing and intent. He said he did not recall Mr. Addams attending any of those meetings but he discussed them with Mr. Addams many times. He said it is very fair to say that Mr. Addams, Ann Polanco (Ms. Polanco) Senior Key Contracts Administrator for DSHS/DCS, Mr. Osorio, and he worked closely on the IT portion of the contract. He said that at the time, he was under the assumption that Ms. Langston would remain at WAPA. His goal was to have them supporting the “business side” of counties and that IT functions would be transitioned to DCS. According to Mr. Reese, the contract reflects that they were able to accomplish this.

8. Mr. Reese said he has not worked closely with Mr. Addams since he went to WAPA. He said he has only been in contact with him a couple of times. He can only recall one time, specifically, when they both happened to be at the county office in Spokane. He said Mr. Addams regularly has contact with DCS IT staff, particularly those on the Service Desk for routine IT support issues. Mr. Reese said he also knows that Mr. Addams worked recently with his Deputy, Jason McKinney (Mr. McKinney), on setting up a training environment. This was all routine, or at least ordinary work, since they provide their support.

9. Mr. Reese said he wanted to reiterate that he had no idea Ms. Langston would retire during the term of the contract. He said he did not think any of them did. There were often rumors

but he had no indication that she'd retire before the end of the contract. She often said in public meetings with him that she wouldn't leave until everything was wrapped up.

10. Board staff received a written response from Robert Rhodes (Mr. Rhodes), attorney for Mr. Addams. In that response he indicated that Mr. Addams. *"was hired by DSHS/DCY on February 1, 2018 as the LGL with the primary responsibility of managing the relationships between DCS and the County Prosecuting Attorneys' offices statewide, specifically the family support divisions or the deputies that handle child support cases. On his second day with DCS, he met Ms. Langston and learned that in his role he would be managing the Contracts team at DCS."*

11. According to Mr. Addams, the WAPA contract was set to expire on June 30, 2018 and needed to be extended. He said he was told that the new contract would include changes to IT support, and Ms. Polanco was assigned the primary role in drafting the new contract based on information coming from Mr. Reese, the DCS IT Chief.

12. He said in late February or early March 2018 he was instructed by Wally McClure (Mr. McClure), then DCS Director, to survey counties for feedback regarding IT services to the county offices.

13. March through June 2018, Mr. Addams said he was involved in multiple conversations regarding changes to IT support between DCS IT, DCS Contracts Team, Mr. McClure, and Ms. Langston.

14. According to Mr. Addams, in May through June 2018, a new contract was drafted by Ms. Polanco. This contract was generated from a template created by DSHS for intergovernmental agreements and included much of the same boilerplate language from the previous contract. Input for the new contract was provided by Mr. McClure and Mr. Reese

regarding changes to IT support. Mr. Addams said he assisted as a supervisor with what he viewed as scrivener errors; i.e. format and wording and that he also facilitated getting it signed.

15. According to Mr. Addams, Mr. McClure approved the new contract on or about June 15, 2019. Mr. Addams said he signed the contract at the direction of Mr. McClure.

16. Mr. Addams states that he does not recall being involved in any discussions that related to budgets, personnel, etc., under the new contract, but he was informed that overall the budget would be reduced. He said he does not recall by how much or what the dollar value of the previous contract was.

17. Mr. Addams states that one year later, at the time of the contract renewal, he had some conversations and emails with Ms. Langston about the contract, and ultimately he facilitated an amendment with a proportional increase in the budget based on the previous budget. He said he had no discretionary authority over the terms of the contract. According to Mr. Addams, Sharon Redmond (Ms. Redmond), the Director of DCS, was the approval authority. She met with Ms. Langston during this time, and the decision was between them.

18. Mr. Addams stated that in late June or early July 2019, he saw the WAPA-SEP Director position advertised on the WAPA website. He said he had been aware since sometime in 2018 that Ms. Langston was planning on retiring, but that date had never been certain. Mr. Addams stated that on July 30, 2019, the night before the job posting closed, he applied for the position. He said that knowing Ms. Redmond would be on the interview panel, he gave her notice that he applied.

19. On August 12, Mr. Addams interviewed for the Director of WAPA-SEP position. Mr. Addams stated that he was offered the position on August 15, 2019, and accepted the position on August 19, 2019. Mr. Addams said he immediately notified Ms.

Redmond and his direct supervisor, Kimberley Curtis (Ms. Curtis), Chief of Policy, and removed himself from the renewal process of the WAPA contract. He said Ms. Curtis took over the contract and designated Mario Sosa (Mr. Sosa) Key Contract Administrator to be the signatory. He said at no time did he have discretionary authority of the WAPA contract as the contract had to be approved by the Director.

20. Mr. Addams states that after accepting the position he was contacted by Ms. Polanco, one of his direct reports. Ms. Polanco showed him RCW 42.52.080 and said she was worried about him taking the position with WAPA.

21. Mr. Addams said after looking at the statute he felt if there was a potential issue it would be regarding paragraph (1) or (2). Mr. Addams said he met with Ms. Redmond and they agreed that it was not a problem because he did not have discretionary authority over the contract and he did not have any beneficial interest in the contract.

22. Mr. Addams states that the contract was valued over \$10,000. He said he would be involved in the implementation as the WAPA SEP Director, and he was involved in the administration of the contract but, he did not have any discretionary authority over the contract. He said the DCS Director was the approval authority, and he did not have delegated authority to agree to the contract or the dollar amount. The majority of discussions regarding the contract and negotiations were directly between Ms. Langston and the DCS Director.

23. He indicated he was involved in a facilitation role and some minor assistance in drafting work as the supervisor of the Contracts Team. He said he then signed on behalf of the Director as the LGL, as did previous LGL's with the WAPA contract for almost 30 years. He said although he signed the contract, He did so based on his authority, not discretion. Mr. Addams said that this contract has been in place for approximately 30 years. It is in the

format of an interlocal agreement because WAPA is a non-partisan, non-profit service organization.

24. Board staff contacted Mr. Sosa who stated that he did not help with the creation of the contract in question. He said he worked on subsequent amendments to that contract with Ms. Polanco after Mr. Addams let him know in August 2019 that he had been offered the position with WAPA and that he would need to recuse himself from being involved in the WAPA amendment/ negotiations. Mr. Sosa said he and Ms. Polanco took up responsibility for the execution/ submission of Amendments (02, 03 and 04)².

25. Mr. Sosa provided Board staff with copies of the contract in question and the four amendments³ associated with that contract.

26. The contract number WAPA 1861-33116 lists WAPA as the Contractor with and agreement amount of \$1,454,879. A review of the contract and amendments by Board staff determined the following:

- The contract was signed by Thomas McBride (Mr. McBride) WAPA Executive Secretary and Mr. Addams on June 15, 2018.
- The contract lists Ms. Langston as the Contractor contact and Mr. Addams as the DSHS/DCS contact.
- The agreement start date was July 1, 2018 and the agreement end date was June 30, 2019.

² Mr. Sosa said they were presently working on a 5th amendment when the present one expired on March 31, 2020.

³ Mr. Sosa confirmed with Board staff that the amendments are not new contracts; they are just extensions. These agreements look to be reviewed every couple of years, but that does not always happen. These amendments are mostly used to extend the opportunity for both parties to negotiate the issues.

27. The first amendment was identified as WAPA 1861-33116(01).The amendment states that “[t]he purpose of the amendment is to extend the period of performance and increase the maximum consideration...The maximum consideration of this contract is amended to increase the consideration by \$242,480⁴. Total maximum consideration under the contract is now \$1,697,359.”

- The amendment was signed by Russell Brown (Mr. Brown), now WAPA Executive Secretary and Mr. Addams on June 28, 2019.
- The contract lists Ms. Langston as the Contractor contact and Mr. Addams as the DSHS/DCS contact.
- The agreement start date was July 1, 2019 and the agreement end date was August 31, 2019.

28. The second amendment was identified as WAPA 1861-33116(02). The amendment states “[t]he purpose of this amendment is to extend the period of performance. The new end date is October 31, 2019... All other terms and conditions of this Contract remain in full force and effect.”

- The amendment was signed by Mr. Brown and Mr. Sosa on August 28, 2019.
- The contract lists Ms. Langston as the Contractor contact and Kimberly Curtis (Ms. Curtis) DSHS/DCS Contracts Program Manager as the DSHS/DCS contact.
- The agreement start date was September 1, 2019 and the agreement end date was October 31, 2019.

29. The third amendment was identified as WAPA 1861-33116(03). The amendment states “[t]he purpose of this amendment is to extend the period of performance and increase the maximum consideration...The maximum consideration is increased by \$207,060....The period of

⁴ According to Mr. Sosa, the increase in funds is to cover the expected costs WAPA would incur in performing the duties of the contract over the extended period of time.

performance has been extended to January 31, 2020...All other terms and conditions of this Contract remain in full force and effect.”

- The amendment was signed by Mr. Brown and Mr. Sosa on October 31, 2019.
- The contract lists Mr. Addams as the Contractor contact and Kimberly Curtis (Ms. Curtis) DSHS/DCS Contracts Program Manager as the DSHS/DCS contact.
- The agreement start date was November 1, 2019 and the agreement end date was January 31, 2020.

30. The fourth amendment was identified as WAPA 1861-33116(04). The amendment states “[t]he purpose of this amendment is to extend the period of performance and increase the maximum consideration...The maximum consideration is increased by \$105,500⁵....The period of performance has been extended to March 31, 2019...All other terms and conditions of this Contract remain in full force and effect.”

- The amendment was signed by Mr. Brown on January 22, 2020 and Mr. Sosa on January 24, 2020.
- The contract lists Mr. Addams as the Contractor contact and Serena Hart (Ms. Hart) DSHS/DCS Government Liaison as the DSHS/DCS contact.
- The agreement start date was February 1, 2020 and the agreement end date was March 31, 2020.

31. When asked by Board staff to describe what Mr. Addams responsibilities were in regards to the contracts, Mr. Sosa said he could only advise Board staff what Mr. Addams was supposed to do as a Contract Manager. He said he did not have any first-hand knowledge of any actual actions Mr. Addams regarding this contract.

⁵ According to Mr. Sosa, Mr. Addams provided the expected dollar amount WAPA would need for the two months Amendment 04 covers. He said that was reviewed internally by DCS, their Policy Chief and Fiscal Department.

32. He said the Contract Manager's main duties are to be the contact person for DCS with the contractor; review, approve, and submit invoices to fiscal for payment; and assure activities required under the Statement of Work (Special Terms and Conditions, Sect. 4. Statement of Work, beginning on page 11 of the contract⁶) are completed by both DCS and the contractor. Monitoring activities are also supposed to be recorded in the Agency Contract Database (ACD). These activities are things like meetings, invoices, and risk assessments for both the contract and amendments. Mr. Addams entered 13 monitoring activities into the ACD.

33. Mr. Sosa stated that the Statement of Work lists all of the specific activities that Mr. Addams was supposed to participate in for this agreement. He believes there were regular meetings between DCS and WAPA to address issues that prosecutors may be having around the state on child support cases, DCS equipment, or anything related to activities performed for DCS. As the Government Liaison, Mr. Addams was also the main contact between the prosecutors and DCS.

34. According to Mr. Sosa, Mr. Addams was also granted Key Contract Coordinator authority under DSHS guidelines. This meant he had the ability to create, approve, and sign contracts. Mr. Sosa said he believes Mr. Addams had assistance in drafting this agreement, but was not sure to what extent anyone else was involved. Additionally, there is an internal process for all agreements to be reviewed and approved.

35. Mr. Sosa said that typically what happens is that a Risk Assessment is performed by the Contract Manager or Key Contract Administrator and is provided, along with the contract/ amendment, to a DCS chief or the director for their final review and approval before the contract

⁶ A copy of Contract WAPA 1836-33116 was provided and reviewed by Board staff.

can be approved in the ACD and sent to the contractor. In this case, Wally McClure (Mr. McClure) DCS' previous Director, approved the original contract. Mr. McClure signed the Contract & Amendment Action Request (CAAR) form on June 14, 2018.

36. Mr. Sosa said that it was his understanding that in his new role as WAPA SEP Director, Mr. Addams is working with DCS on negotiating the new contract. He has provided the previous information for amendments 03 and 04 and 05. He said he believes Mr. Addams is working with his supervisor, Mr. Addams successor, Serena Hart (Ms. Hart).

37. After receiving Mr. Sosa's response, Board staff contacted Mr. Addams' attorney with the follow-up questions and received a written responses to those questions. Mr. Addams responses are in bold.

- Is the DCY description of Mr. Addams position as it relates to the contract in question accurate? **"The DCS description is accurate."**
- Did Mr. Addams participate in the creation, and approval of the 2018 WAPA contract and the first amendment? **"Yes, Mr. Addams was involved to the extent he stated already in the first letter sent to you. That said, the term creation is arguably misleading as this is a contract and program that has been re-used for roughly 30 years. Per Mr. Addams' memory, his participation in "creation" of anything was editorial in nature as Ann was the one who generated the contracts within ACD ("Agency Contract Database" ... which is the contract database within DCS). Approval is again a hard word for Mr. Addams to agree with as he tried to convey previously in his prior statement. He viewed, and believes his supervisor viewed his role as one of facilitating the negotiation and the contract process with no "approval" authority as that had always resided with his superior since day one in his mind. On paper, per the job description, he had "approval" authority, but in reality, he never used this authority independently in this contract. Approval of any terms were subject first to approval by his director who would clear changes before authorizing him to sign. Any changes had to be signed off by his director and the internal fiscal arm of DCS (an employee named "Loan Tran") before Mr. Addams was directed to sign the document."**
- Did Mr. Addams review, approve, and submit invoices for the 2018 WAPA contract and the first amendment? **"Yes. Mr. Addams did submit invoices to be paid and yes, he checked the math to make sure numbers were added correctly. The monthly invoices started to come directly to him in the fall of**

2018, and he checked expenditures for state advancement and, not personal. Mr. Addams's wishes to clarify that his role, in practice, was not discretionary. If there was an issue, he was to go back to WAPA and ask for clarification. If the response from WAPA created any further questions, he would bring any issue to his direct supervisor or the director. Mr. Addams never considered his role as having unilateral authority to act regardless of what the job description said, and, in practice, this is how his director viewed things as well. The contract process with no "approval" authority as that had always resided with his superior since day one in his mind. On paper, per the job description, he had "approval" authority, but in reality, he never used this authority independently in this contract. Approval of any terms were subject first to approval by his director who would clear changes before authorizing him to sign. Any changes had to be signed off by his director and the internal fiscal arm of DCS (an employee named "Loan Tran") before Mr. Addams was directed to sign the document."

- Did Mr. Addams review, approve, and submit invoices for the contract in question after recusing himself on August 19, 2019? **"No."**
- Did Mr. Addams participate in negotiations regarding the contract in question with WAPA after recusing himself? (This would include including email)? **"No, with clarification. Mr. Addams believes he was cced on one email from Mario Sosa regarding the second amendment, but he immediately asked Mario (he cannot remember if he spoke individually or by email) to not include him in any more emails because he didn't think it appropriate since he had accepted the WAPA-SEP position."**⁷
- As the WAPA-SEP Director, does Mr. Addams oversee contract 1861-33116? **"Yes."**
- If yes, was Mr. Addams "screened" from the contract when he started with WAPA on September 16, 2019? **"No. Mr. Addams didn't see any reason to as he was simply on the other side of the long-standing contract and had no discretion to alter terms or take advantage of anything. In fact, when involved in amendment 3 and 4, Mr. Addams decreased the proportional budget of WAPA, which arguably was not in his own self-interest as Director of SEP."**

⁷ Mr. Sosa confirmed with Board staff that he remember that happening. Mr. Sosa said after Mr. Addams recused himself he accidentally involved Mr. Addams and Mr. Addams reminded him to not include him. Mr. Sosa said he checked his email vault for all emails and conversations he may have had with Mr. Addams, but he did not see anything indicating he reminded him in writing. From what he remembers, it was a quick in-person conversation.

- According to DCY, the contract has not been renewed and is still operating under Amendment 4 which expires the end of March 2020. If Mr. Addams was “screened”, is he still being screened from contract 1861-33116? **“No. Mr. Addams has had conversations with Serena Hart (the party who took over his position) to clarify some unclear language and also has spoken to DCS’s Director Sharon Redmond about his cutting of his budget. He has also received an email from Mario Sosa and Serena about the need for another amendment extension to the contract. After discussing this matter with counsel who has recommended an abundance of caution approach, Mr. Addams is simply going to turn over any and all remaining discussions about contract 1836-33116 (which be{sic}believe is actually 1861-33116⁸) to his supervisor.”**

38. In a written response from Ms. Redmond she stated that she worked with Mr. Addams when he was employed as the Local Government Liaison while she was the Chief of Policy for DCS and after she was promoted to Director of DCS in August 2018.

39. According to Ms. Redmond, Mr. Addams’ role was to coordinate communication and enhance relationships between a variety of partners in the child support industry. A primary role for Mr. Addams was to work with county Prosecutors and the WAPA-SEP.

40. In this role he visited county Prosecutor offices and met periodically with the Director of WAPA-SEP, Ms. Langston. In these discussions he would speak with their partners about issues, concerns, and process improvements. He would then bring these issues back to her to further evaluate. She said she also met with Ms. Langston and had monthly meetings to talk about issues, concerns, and process improvements. At these monthly meetings, Ms. Langston would discuss and decide budget allocations, procedural processes, and statewide approaches to child support issues. They also discussed their contractual arrangements and DCS support functions to both WAPA-SEP and the county Prosecutor offices. They made decisions around those issues as well.

⁸ There was some initial confusion about the actual contract number.

41. She said Mr. Addams did not have the ability to make discretionary decisions affecting the outcome of the contract with WAPA-SEP. Ms. Langston negotiated the contract with DCS through Mr. McClure (the prior Director) and Ms. Redmond. She said Mr. McClure and her determined what terms would be included, the budget, and the scope. They also discussed staffing levels and sensitive issues around reductions. Mr. Addams was not a party to determining these outcomes. Those decisions were made at the Director level (in consultation with the Policy Chief, which is a role she assumed for part of this period).

42. She said Mr. Addams did have a role in the contract process when he was employed with DCS. He had authority to sign contracts. This role meant that he was trained on the contracts process and that the contract met the State of Washington/DSHS policies around contract development and terms. This, from her perspective, meant that he was ensuring that the contract met the terms and conditions mandated in law and policy. This however did not mean he had discretionary decision-making. He followed the mandates. He also followed her directions. If the decision maker, such as herself, negotiated areas where an exception should be sought, he would consult with contracts to see if that was allowable. He did not however independently make those decisions.

43. According to Ms. Redmond, Mr. Addams was also in the role of being a contract monitor. Per CCLS guidance this post award role⁹ is “monitoring the planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms and conditions of the contract.” It also include examples of metrics to track:

- Reports received by contractor
- Invoices sent by contractor

⁹ According to Ms. Redmond, CCLS is their Central Contract and Legal Services team. They are the oversight unit for their Division. Post award role is the role assumed after a contract has been awarded. She said they have been providing services to their Division for many years. She said this is not a new contract out for bid.

- Audit reports
- On-site reviews
- Product testing/inspection
- Shipping/delivery times
- Client surveys
- Interview staff/clients
- Review contractor key systems
- Evaluate contractor records
- Other periodic communication with contractor

44. Ms. Redmond stated that this role effectuates the contract. It is more of role of determining that the metrics have been achieved.

B. CONCLUSIONS OF LAW

1. The Ethics in Public Service Act, Chapter 42.52 RCW, prohibits state employees from certain post state employment activities. RCW 42.52.080 states:

(1) No former state officer or state employee may, within a period of one year from the date of termination of state employment, accept employment or receive compensation from an employer if:

(a) The officer or employee, during the two years immediately preceding termination of state employment, was engaged in the negotiation or administration on behalf of the state or agency of one or more contracts with that employer and was in a position to make discretionary decisions affecting the outcome of such negotiation or the nature of such administration;

(b) Such a contract or contracts have a total value of more than ten thousand dollars; and

(c) The duties of the employment with the employer or the activities for which the compensation would be received include fulfilling or implementing, in whole or in part, the provisions of such a contract or contracts or include the supervision or control of actions taken to fulfill or implement, in whole or in part, the provisions of such a contract or contracts. This subsection shall not be construed to prohibit a state officer or state employee from accepting employment with a state employee organization.

.....

(5) No former state officer or state employee may at any time subsequent to his or her state employment assist another person, whether or not for compensation, in any transaction involving the state in which the former state officer or state employee at any time participated during state employment. This subsection shall not be construed to prohibit any employee or officer of a state employee organization from rendering assistance to state officers or state employees in the course of employee organization business.

RCW 42.52.010(13) defines “participate” as:

Participate means to participate in state action or a proceeding personally and substantially as a state officer or state employee, through approval, disapproval, decision, recommendation the rendering of advice, investigation, or otherwise but does not include preparation, consideration or enactment of legislation or the performance of legislative duties.

2. Based on the stipulated facts, Mr. Addams in his position Local Government Liaison with DSHS participated in the contract with Washington State Association of Prosecuting Attorneys as a state employee and then took post-state employment position with the Washington State Association of Prosecuting Attorneys working under the same contract in violation of RCW 42.52.080.

3. The Board is authorized to impose sanctions for violations to the Ethics Act pursuant to RCW 42.52.360. The Board has set forth criteria in WAC 292-120-030 for imposing sanctions and consideration of any mitigating or aggravating factors.

C. AGGRAVATING AND MITIGATING FACTORS

In determining the appropriateness of the civil penalty, the Board reviewed the criteria in WAC 292-120-030. In the matter at hand, it is an aggravating factor these types of violations significantly reduce the public respect and confidence in state government employees and they were continuous in nature. It is a mitigating factor that his supervisor approved Mr. Addams actions.

D. STIPULATION AND AGREED ORDER

1. Pursuant to chapter 42.52 RCW, the Executive Ethics Board has jurisdiction over Michael Addams and over the subject matter of this complaint.

2. Under RCW 34.05.060, the Board can establish procedures for attempting and executing informal settlement of matters in lieu of more formal proceedings under the Administrative Procedures Act, including adjudicative hearings. The Board has established such procedures under WAC 292-100-090.

3. Pursuant to WAC 292-100-090(1), the parties have the authority to resolve this matter under the terms contained herein, subject to Board approval.

4. Michael Addams agrees that if any or all of the alleged violations were proven at a hearing, the Board may impose sanctions, including a civil penalty under RCW 42.52.480(1)(b) of up to \$5,000, or the greater of three times the economic value of anything received or sought in violation of chapter 42.52 RCW, for each violation found. The Board may also order the payment of costs, including reasonable investigative costs, under RCW 42.52.480(1)(c).

5. Michael Addams further agrees that the evidence available to the Board is such that the Board may conclude he violated the Ethics in Public Service Act. Therefore, in the interest of seeking an informal and expeditious resolution of this matter, the parties agree to entry of the stipulated findings of fact, conclusions of law and agreed order.

6. Michael Addams waives the opportunity for a hearing, contingent upon acceptance of this stipulation by the Board, or his acceptance of any modification(s) proposed by the Board, pursuant to the provisions of WAC 292-100-090(2).

7. If the Board accepts this stipulation, the Board agrees to release and discharge from all further ethics proceedings under chapter 42.52 RCW for any allegations arising out of the facts in this matter, subject to payment of the full amount of the civil penalty due and owing, any other costs imposed, and compliance with all other terms and conditions of the stipulation. Michael

Addams in turn agrees to release and discharge the Board, its officers, agents and employees from all claims, damages, and causes of action arising out of this complaint and this stipulation.

8. If the Board accepts this stipulation, it does not purport to settle any other claims between Michael Addams and the Washington State Executive Ethics Board, the State of Washington, or other third party, which may be filed in the future. No other claims of alleged violations are pending against Michael Addams at this time.

9. If the Board accepts this stipulation, it is enforceable under RCW 34.05.578 and any other applicable statutes or rules.


10. If the Board rejects this stipulation, or if Michael Addams does not accept the Board's proposed modification(s), if any, this matter will be scheduled for an administrative hearing before the Board. If an administrative hearing is scheduled before the Board, waives any objection to participation by any Board member at the hearing to whom this stipulation was presented for approval under WAC 292-100-090(2). Further, Michael Addams understands and agrees that this stipulation as well as information obtained during any settlement discussions between the parties shall not be admitted into evidence during the administrative hearing, unless otherwise agreed by the parties.

11. Michael Addams agrees to pay a civil penalty in the amount of two-thousand five-hundred dollars (\$2,500) associated with violations of RCW 42.52.

12. The civil penalty in the amount of two-thousand five-hundred dollars (\$2,500) is payable in full to the Washington State Executive Ethics Board within forty-five (45) days after this stipulation is signed and accepted by the Board, or as otherwise agreed to by the parties.

I. CERTIFICATION

I, Michael Addams, hereby certify that I have read this stipulation in its entirety, that my counsel of record, if any, has fully explained the legal significance and consequence of it. I further certify that I fully understand and agree to all of it, and that it may be presented to the Board without my appearance. I knowingly and voluntarily waive my right to a hearing in this matter and if the Board accepts the stipulation, I understand that I will receive a signed copy.




Michael Addams
Respondent

24 Sep 20

Date

Presented by:



KATE REYNOLDS
Executive Director

11/13/2020

Date

II. ORDER

Having reviewed the proposed stipulation, WE, THE STATE OF WASHINGTON
EXECUTIVE ETHICS BOARD, pursuant to WAC 292-100-090, HEREBY ORDER that the
Stipulation is

ACCEPTED in its entirety;

REJECTED in its entirety;

_____ MODIFIED. This stipulation will become the order of the Board if the Respondent approves* the following modification(s):

DATED this 13th day of November 2020.


Shirley Battan, Chair

Approved on Virtual Meeting
Gerri Davis, Vice Chair

Approved via Video Meeting
Lisa Marsh, Member


Anna Dudek-Ross, Member

Approved via Video Meeting
Jan Jutte, Member

* I, Michael Addams, accept/do not accept (circle one) the proposed modification(s).

Michael Addams, Respondent

Date