

BEFORE THE WASHINGTON STATE  
EXECUTIVE ETHICS BOARD

In the Matter of:

Beth Gordon  
Respondent.

No. 2020-003

STIPULATED FACTS,  
CONCLUSIONS OF LAW AND  
AGREED ORDER

THIS STIPULATION is entered into by Respondent, BETH GORDON, 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 a complaint alleging that Beth Gordon (Ms. Gordon), Administrative Assistant for the State Board for Community and Technical Colleges (SBCTC), may have violated the Ethics in Public Service Act by giving herself a special privilege in the form of a hotel room upgrade and that she used state resources for her private benefit and gain.

2. For all times pertinent to this investigation Ms. Gordon was an Administrative Assistant to the SBCTC Executive Director.

3. In December 2018, Ms. Gordon was responsible for arranging accommodations for an August 2019 SBCTC retreat at the Skamania Lodge, located in Skamania, Washington. Ms. Gordon was responsible for securing lodging and banquet rooms for attending SBCTC members and staff.

4. On December 19, 2018, SBCTC through Ms. Gordon entered into a contract with Skamania Lodge securing 75 room nights; 15 for Sunday, August 25, 2019, 30 for August 26, 2019, and 30 for August 27, 2019.

5. The contract established the total cost, including resort fees at \$13,800 or \$184 per room night. The contract also allowed for a 10 percent reduction in anticipated room nights, provided SBCTC makes a written request for that reduction by July 26, 2019.

6. The contract required that SBCTC must provide a room list to Skamania Lodge to facilitate attendee accommodations by July 26, 2019.

7. On July 23, 2019, as required by the contract, Ms. Gordon provided Skamania Lodge with the current room list. The room list indicated a need for only 58 room nights, well below the contracted amount of 75 room nights.

8. Skamania Lodge advised Ms. Gordon that SBCTC was well short of the agreed upon guestroom minimum. With the allowed 10 percent reduction, the guest room minimum would be lowered from \$13,800 (75 room nights) to \$12,420 (67.5 room nights).

9. The 58 room nights requested by SBCTC would bring the amount paid to \$10,672. This was \$1,748 short of the contract minimum of \$12,420. Because of this SBCTC would have to pay the \$12,420 losing \$1,748 in room accommodation cost.

10. Ms. Gordon indicated in her response to Board staff that for the first time in her twelve years of planning agency meetings they were under the contract minimums. She indicated

rather than paying for services not received, Skamania Lodge indicated that she could use the amount they were short (\$1,748) to upgrade rooms.

11. Ms. Gordon upgraded her room and one other member's room from Superior Guest room (\$184 per night) to the King Tree House Room, for an additional \$334 per night. Ms. Gordon and the other member stayed for three nights for an additional cost of \$2,004 ( $\$334 \times 6/\text{nights} = \$2,004$ ). The \$2,004 paid for the two room upgrades was \$256 over the minimum amount (\$1,748) that would have been paid without the upgrades.

12. Ms. Gordon indicated in her response that it was her decision to upgrade her room and other staff and no one else's decision.

13. Ms. Gordon indicated in her response to Board staff that when the final invoice came into the SBCTC financial office she was questioned about the room upgrades on the final bill. She indicated that she explained what had happened and indicated that it was her decision to make the upgrades since the SBCTC was obligated to pay the agreed amount. She further indicated that several weeks later she meet with the SBCTC finance deputy to be counseled on the matter and the error she made in her judgment. She indicated it was explained to her that SBCTC was obligated to pay the minimum costs and she should not have upgraded the rooms, especially hers, since she was the one to who was doing the planning.

14. Ms. Gordon indicated in her response that she understands the difficult spot she put her agency in and she is extremely embarrassed for her error in judgement and takes full responsibility for her decision.

## **B. CONCLUSIONS OF LAW**

1. The Ethics in Public Service Act, Chapter 42.52 RCW, prohibits state employees from securing special privileges. RCW 42.52.070 states:

Except as required to perform duties within the scope of employment, no state officer or state employee may use his or her position to secure special privileges or exemptions for himself or herself, or his or her spouse, child, parents, or other persons.

2. Based on the evidence reviewed by Board staff, Ms. Gordon used her position to give herself a Special Privilege in violation of 42.52.070.

3. The Ethics in Public Service Act, Chapter 42.52 RCW, prohibits state employees from using state resources for their benefit. RCW 42.52.160(1) states:

No state officer or state employee may employ or use any person, money, or property under the officer's or employee's official control or direction, or in his or her official custody, for the private benefit or gain of the officer, employee, or another.

4. Based on the stipulated facts above, Ms. Gordon used state resources for a personal benefit in violation of RCW 42.52.160

5. 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.

### **D. STIPULATION AND AGREED ORDER**

1. Pursuant to chapter 42.52 RCW, the Executive Ethics Board has jurisdiction over Beth Gordon 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. Beth Gordon 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. Beth Gordon further agrees that the evidence available to the Board is such that the Board may conclude she 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. Beth Gordon waives the opportunity for a hearing, contingent upon acceptance of this stipulation by the Board, or her 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 Beth Gordon 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. Beth Gordon 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 Beth Gordon 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 Beth Gordon 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 Beth Gordon 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, Beth Gordon 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, Beth Gordon 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. Beth Gordon agrees to pay a civil penalty in the amount of five hundred dollars (\$500) associated with violations of, RCW 42.52. The Board agrees to suspend one hundred dollars (\$100.00) on the condition that Beth Gordon complies with all terms and conditions of this Stipulation and Order and commits no further violations of RCW 42.52 for a period of two years from the date this agreement is executed.

12. The civil penalty in the amount of four hundred dollars (\$400.00) 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, Beth Gordon, 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.

Beth Gordon 9-18-20  
BETH GORDON Date  
Respondent

Presented by:

K. Reynolds 11/13/2020  
KATE REYNOLDS Date  
Executive Director

