

BEFORE THE WASHINGTON STATE
EXECUTIVE ETHICS BOARD

In the Matter of:

William Gardiner

Respondent.

No. 2012-056

STIPULATED FACTS,
CONCLUSIONS AND ORDER

I. STIPULATION

THIS STIPULATION is entered into under WAC 292-100-090(1) between the Respondent, WILLIAM GARDINER, and Board Staff of the WASHINGTON STATE EXECUTIVE ETHICS BOARD (Board) through MELANIE DeLEON, Executive Director. The following stipulated facts, conclusions, 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.

Section 1: PROCEDURAL FACTS

1.1. On August 29, 2012, the Executive Ethics Board (Board) received an anonymous complaint alleging that William Gardiner, former Lieutenant (Lt.) with the Field Operations Bureau (FOB), Washington State Patrol (WSP) may have violated the Ethics in Public Service Act by using state resources for his personal gain, conducting activities incompatible with his public duties, having a financial interest in a transaction, and using his position to secure special privileges. The Board found Reasonable Cause on January 11, 2013.

1.2. The Board is authorized under RCW 34.05.060 to 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.

1.3. William Gardiner understands that if Board staff proves any or all of the alleged violations 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).

1.4. William Gardiner recognizes that the evidence available to the Board staff 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 set forth below.

1.5. William Gardiner 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) which provides in part:

The board has the option of accepting, rejecting, or modifying the proposed stipulation or asking for additional facts to be presented. If the board accepts the stipulation or modifies the stipulation with the agreement of the respondent, the board shall enter an order in conformity with the terms of the stipulation. If the board rejects the stipulation or the respondent does not agree to the board's proposed modifications to the stipulation, the normal process will continue. The proposed stipulation and information obtained during formal settlement discussions shall not be admitted into evidence at a subsequent public hearing.

1.6. If the Board accepts this stipulation, the Board will release and discharge William Gardiner from all further ethics proceedings under chapter 42.52 RCW for matters arising out of the facts contained in the complaint 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 agreed order. William Gardiner 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 and agreed order.

1.7. If this Stipulation is accepted, this Stipulation and Order does not purport to settle any other claims between William Gardiner and the Washington State Executive Ethics Board, the State of Washington, or other third party, which may be filed in the future.

1.8. If this Stipulation is accepted, this Stipulation and Order is enforceable under RCW 34.05.578 and any other applicable statutes or rules.

1.9. If the Board rejects this stipulation, or if William Gardiner does not accept the Board's proposed modification(s), if any, this matter will be scheduled for an administrative hearing in front of the Board and William Gardiner waives any objection to participation by any Board member at any subsequent hearing to whom this stipulation was presented for approval under WAC 292-100-090(2). Further, William Gardiner understands and agrees that this proposed stipulation and information obtained during any formal settlement discussions held between the parties shall not be admitted into evidence at a subsequent public hearing, unless otherwise agreed by the parties.

Section 2: FINDINGS OF FACT

2.1. William Gardiner was hired by the WSP on October 20, 1986. At the time of the alleged violations he was a Lieutenant, in the Field Operations Bureau of the WSP. Lt. Gardiner was attached to WSP District 2, headquartered in Bellevue, Washington, as an Assistant District Commander.

2.2. Lt. Gardiner was a member of the WSP1 retirement plan. This plan uses the highest 24 consecutive months to calculate retirement benefits. Working overtime is a way to increase the amount of money made in a 24-month period of employment. There are two types of overtime: non-voluntary overtime and voluntary overtime. Only non-voluntary overtime is

used in the calculation for retirement benefits. Voluntary overtime does not impact retirement benefits.

2.3. On September 14, 2011, WSP Detective Sergeants John Huntington and Ken Harkcom were assigned to conduct an investigation into allegations regarding Lt. Gardiner's use of overtime. The detectives were provided an overtime audit that had been completed by District 7, Lt. Jason Armstrong. This audit revealed that Lt. Gardiner had claimed an exorbitant amount of overtime when compared to his peer District 2 Lieutenants.

2.4. Lt. Armstrong provided a preliminary overview of the overtime compensation claimed by the District 2 Lieutenants between January 1, 2011 and August 31, 2011. The preliminary findings revealed that Lt. Gardiner claimed 482.58 hours of overtime compared to 1.05 and 8.5 hours for the other two district lieutenants.

2.5. The detectives compared Lt. Gardiner's overtime data provided by WSP Budget and Fiscal, the Time and Activity Reports (TAR), and his daily unit activity logs as recorded by communications. What became obvious for the two detectives was that Lt. Gardiner rarely provided a reason for the overtime that he claimed.

2.6. All overtime must be recorded on the TAR and WSP employees must record when the overtime begins and ends. A supervisor must sign the TAR or verify it electronically using their secure log-on and password. Details about the overtime are recorded on the back of the TAR. The start and end times are typically verified by the Computer Aided Dispatch (CAD) unit activity log created by the WSP Communications Center. The CAD log would include start time, location of emphasis patrol, violator contact information and status checks for every hour that communications had not heard from the officer.

2.7. The detectives completed a review of all FOB lieutenants' overtime for 2010. The review revealed that Lt. Gardiner received \$50,000 more than any of his peer FOB Lieutenants. There was also a large disparity noted for 2011. The review of 2011 showed that Lt. Gardiner claimed 482.58 hours of overtime between January 1, 2011 and August 31, 2011. His closest peer claimed 144.42 hours of overtime.

2.8. Over the last two years, the majority of the overtime claimed by Lt. Gardiner, though excessive, was legitimate. Lt. Gardiner was the duty lieutenant 90 percent of that time. There were three lieutenants in the district and normally the duty lieutenant requirement would rotate between the three. Because Lt. Gardiner wanted to work more overtime, he worked it out with the other two lieutenants that he would work their duty lieutenant periods. As a duty lieutenant, he would be called out, at all hours of the night, weekends, and on holidays to make decisions on what type of response should be made to different situations. On a moment's notice, he would have to respond to the situation to provide command supervision over a particular event or situation, e.g. major collision, major criminal investigation, road closures and disasters.

2.9. Lt. Gardiner was the escort/motorcade coordinator for Western Washington. Over the last two years he set-up, coordinated and led the motorcade for nine fallen officers who died in the line of duty. This required a lot of time and hard work. Lt. Gardiner was also in charge of dignitary escorts/motorcades within Western Washington. Over the years, Lt. Gardiner received many commendations for his hard and exemplary work in this area.

2.10. One area of concern revealed by the WSP investigation was the amount of contract overtime Lt. Gardiner claimed, and the lack of proper coding and recording of this type of overtime on his TAR. The WSP investigation reviewed the last three years of Lt. Gardiner's

TARs. The review revealed that Lt. Gardiner properly coded his contract overtime until 2011 when they found that Lt. Gardiner worked several billable contracts during his last six months prior to retirement that he failed to record properly on his TAR. On several occasions, Lt. Gardiner failed to use the required codes or he listed a contract code when he did not work the event. Some examples are listed below:

On June 3, 2011, Lt. Gardiner received the initial request from U2 to provide escort service for several U2 members for June 4th. Lt. Gardiner made several phone calls while in an off-duty status to locate personnel available to provide the service. Lt. Gardiner contacted Sergeant Dan Hefton, a motorcycle detachment supervisor, to help with assigning WSP personnel. Lt. Gardiner claimed two hours of call out (non-voluntary) overtime related to this event. He did not use the contract code 9470 for his time on his TAR. Lt. Gardiner indicated that he did not use the code because at the time of the calls he was not sure that he was going to be able to provide the requested resources.

The week following the concert, Lt. Gardiner told Sergeant Hefton to amend his TAR to reflect the contract code for all of his time associated with the concert on June 3rd and 4th. Lt. Gardiner failed to amend his TAR to reflect the contract code. The result of this was that the WSP paid for Lt. Gardiner's overtime instead of U2 and the overtime claimed by Lt. Gardiner was factored into his retirement benefit.

In addition to the 2 hours claimed on June 3rd, Lt. Gardiner claimed to have worked at the concert on June 4, 2011, claiming 10 hours of overtime, 2:00 p.m. to 12:00 a.m. WSP Lt. Mark Brogan did work at the concert venue. Lt. Brogan told WSP investigators that he did not see Lt. Gardiner until sometime before the opening act, around 8:00 p.m., he was dressed in civilian clothing, he was driving his personal vehicle and he was with a female companion. It was his

impression that Lt. Gardiner was there as a spectator. Sergeant Hefton and Trooper Bryan Martin told WSP investigators essentially the same thing. Lt. Gardiner indicated that at the request of "Scott" from U2 security, he was working in plain cloths so he could assist as a liaison to the band.

The WSP investigators contacted Scott Nichols, Chief Security Officer for the U2 World Tour. Mr. Nichols told them that he did not remember much of the Seattle concert and he did not recall Gardiner's name. Mr. Nichols went on to say that it is not uncommon for his organization to give out free tickets to law enforcement as a "thank you" for assisting with security. Mr. Nichols indicated that he could not recall if he had given Lt. Gardiner free tickets. Lt. Gardiner coded the 10 hours worked on June 4th with the proper contract code, 9470. This resulted in U2 paying for ten hours of the lieutenant's overtime wages for work not performed. All overtime claimed under Contract Code 9470 was voluntary overtime and did not contribute towards retirement.

2.11 In August of each year, the Seafair hydroplanes race and the Blue Angel Airshow takes place in the Seattle area. Lt. Gardiner worked this event for many years and has not miscoded or neglected to include the contract code on his TAR for the past several years. The contract allowed six hours of overtime for each trooper assigned to work the event. For those troopers and sergeants who worked the event, they had to adjust their schedules to provide adequate coverage. Lt. Gardiner was assigned to work at the Seattle Police Operations Center (SPOC) as the WSP liaison. Saturday, August 6th, and Sunday, August 7th, were normal days off for Lt. Gardiner and all time worked would be recorded as overtime. Lt. Gardiner claimed 10 hours per day or 20 hours of overtime for the two-day period. Lt. Gardiner failed to use the contract code for this overtime. In addition, Lt. Gardiner work 3.5 hours of overtime on August

4th and August 5th, again failing to use the required contract code.

As a result of Lt. Gardiner's failure to properly code his TAR, the 27 hours of overtime claimed would be inappropriately factored into his retirement benefit.

2.12 On July 8, 2011, WSP Lieutenant Debby Jacobson sent an email to Lt. Gardiner providing him with the details of an overtime shift for a DUI emphasis at the Snoqualmie Casino for voluntary overtime on August 21, 2011. The email provided the time, limitations for travel, and the billable contract code of 9350. The shift was for 4 hours with an additional 30 minutes allowed for travel (4 ½ hours). Lt. Gardiner claimed four hours of work and claimed one hour of overtime for travel. Lt. Gardiner failed to use the contract code on his TAR. By not using, the contract code the five hours of overtime claimed would be inappropriately factored into his retirement benefit.

Lt. Gardiner indicated that shortly into the shift there was a major traffic back up on I-90 at State Route (SR) 18. He directed traffic at that location for some time and then handled a disabled semi truck which was partially blocking the westbound lanes of SR 18. He felt that because he did not work the DUI emphasis and was dealing with other WSP issues he did not feel it was right to use the contract code, yet there is nothing in the CAD log that would support Lt. Gardiner's accounting of these events.

2.13 The Snoqualmie Casino contract Statement of Work paragraph "a" states, "The WSP agrees to provide a mutually agreed number of troopers with marked patrol vehicles in the vicinity of the Snoqualmie Casino near Interstate-90 and State Route 18 for traffic control, roaming/visual deterrent, crowd control and police presence during mutually agreed dates and times for events as the Snoqualmie Casino." Based upon the contract language, Lt. Gardiner was fulfilling the requested work outlined in the contract and he should have used the contract code

for his overtime claimed.

2.14 The Microsoft Corporation requested a WSP escort for several of their buses on July 28, 2011. Lt. Brogan was initially supposed to work this event, however, he had to cancel and Lt. Gardiner filled in for him. Prior to Lt. Brogan cancelling, he received an email from Lt. Gardiner advising him of the mileage to claim and the contract code to use (9466), on his TAR upon completion of the event.

Lt. Gardiner extended his shift on July 28th for 5.5 hours to work this contract. Even though Lt. Gardiner advised Lt. Brogan to use the contract code prior to him cancelling, Lt. Gardiner failed to use the contract code for his time. By not using the contract code the 5.5 hours of overtime claimed would be inappropriately factored into his retirement benefit. Lt. Gardiner indicated that he was to work this overtime to train Lt. Brogan and not to be paid by Microsoft. Lt Brogan did not work this contract.

During the time Lt. Gardiner participated in this event he came in contact with Jeremy Briggs, Microsoft University Recruiter. On July 29, 2011, Lt. Gardiner sent an email to Mr. Briggs from the WSP email system identifying his daughter as a recent graduate from the University of Washington with a business degree in Information Technologies. He was requesting help from Mr. Briggs in identifying a contact for his daughter regarding employment at Microsoft. Lt. Gardiner ended the email with "Bill Gardiner, Lieutenant, Washington State Patrol." On August 12, 2011, Lt. Gardiner sent another email request to Mr. Briggs. Lt. Gardiner ended this email with Thank You.

2.15 The WTSC entered into a contract with the WSP to conduct statewide emphasis patrols. Each type of emphasis was given a contract code. One of these contract codes was Traffic Safety code T12C, which was a Corridor Project to be worked in conjunction with the

Seattle Police Department. The Corridor Project was designated for SR 99 within the City of Seattle from the Battery Street Tunnel to the north city limits on 145th Street. The primary focus of the project was pedestrian safety. Lt. Gardiner was assigned as the WSP coordinator for this project in 2010 and 2011.

The Washington State Patrol Troopers Association contract allows WSP Command to award 20 percent of the WTSC overtime assignments at their discretion. This means that 80 percent of the overtime must be awarded from a rotational list. The Washington State Patrol Lieutenants Association contract says that lieutenants and captains may be placed on a rotational list and be awarded contract overtime only from contractual list. Ms. Jeanette Harris administered the rotational list for all WTSC overtime contracts with the exception of T12C and T02C. Lt. Gardiner bypassed this system for his personal benefit by awarding 100 percent of the contract without utilizing a rotational list. The WTSC grant T12C, was valued at \$16,000. Lt. Gardiner awarded 50.7 percent of the grant to himself, personally receiving \$8,119.25 out of the \$16,000.

From October 2009 to October 2010, this same emphasis patrol contract was awarded by the WTSC using contract code T02C. The contract value was \$15,000. Lt. Gardiner awarded himself 48 percent or \$7,108.10 of the total contact value.

2.16 The Washington State Department of Transportation (WSDOT) contracted with the WSP to provide traffic enforcement on SR 167 High Occupancy Vehicle (HOV) lanes under contract code HOT8. This contract was administered by Lt. Casebolt and overtime assignments were filled from an overtime list maintained by Office Assistant Jeanette Harris. Lt. Casebolt told WSP investigators that prior to September 2010 all HOT8 overtime shifts were five hours in duration. In the summer of 2010, he changed the shift duration to four hours per

overtime shift. At that time Ms. Harris sent emails to all employees who were working HOT8 shifts that the duration per shift had been reduced from five to four hours. Lt. Gardiner received this email. Documents provided by WSP Budget and Fiscal clearly show that before September 2010, Lt. Gardiner always claimed five hours per HOT8 shift. In September 2010, Lt. Gardiner claimed four hours per HOT8 shift indicating that he was aware of the change. However, the next 21 HOT8 shifts conducted by Lt. Gardiner he claimed to have worked five hours per shift. Lt. Gardiner claimed an additional 21 hours of overtime he was not authorized to take. All of the overtime earned under this contract was factored into his retirement benefit.

Lt. Gardiner does not deny working the extra 21 hours, only that he thought the reduction to four hours was only for the month of September 2010 and that his supervisor approved the extra 21 hours of overtime monthly without ever being told he should not be working the five-hour shifts.

2.17. As a result of claiming time worked on contracts, HOT8, T12C, T02C, and the improper coding for the Seafair, U-2 concert, Snoqualmie, and Microsoft contracts Lt. Gardiner increased his last 24 months of salary by \$20,976. This amount increased his monthly retirement benefit by \$437.

2.18. The WSP investigation conducted a review of Lt. Gardiner's TAR's to determine the amount of overtime worked, what contracts he worked, and who approved the overtime. Based on the WSP payroll system Lt. Gardiner should have submitted 36 handwritten TARs for work done in the year 2011. The TARs would then be entered by office assistants into the payroll system. Of the 36 expected TARs, only 16 handwritten TARs could be located by the office staff. This left 20 of Lt. Gardiner's TARs unaccounted for. Of the 16 TARs located, one had been filed without a supervisor's signature; three were signed by signatures unidentifiable

by the office assistant that entered TARs and Cynthia Dunn, Captain Burns' secretary. Captain Burns was Lt. Gardiner's supervisor for the times pertinent to this investigation.

2.19. The supervisor of the employee submitting the TAR for approval is required to sign and date the TAR being approved. The office assistant entering the TAR verifies the supervisor's signature prior to submitting the requested TAR. The office assistant and Captains Burns' secretary are familiar with Captain Burns' signature. They are also familiar with Lt. Jacobson, Lt. Casebolt, and Lt. Gardiner's signature, who could sign when Captain Burns was not available.

2.20. The WSP crime lab compared the approving signatures on four of the TARs with known handwriting of Lt. Gardiner. The WSP crime lab concluded that Lt. Gardiner signed one of the TARs and was highly likely to have signed a second. He could not be identified or excluded on two others.

2.21. On October 10, 2011, WSP detectives searched Lt. Gardiner's office. They located seven of the missing TARs folded under the desk calendar. The missing TARs had the supervisor's signature block highlighted in yellow indicating that these TARs had been sent back to Captain Burns or Acting Captain Casebolt for an approving signature. The highlighted signature block was a method support staff used to inform the supervisor the TAR had been entered into the system, but still needed to be approved by signature.

2.22. Ms. Dunn told WSP detectives that she would approve Lt. Gardiner's TARs because he would ask her to. She told detectives that sometime in 2010 Captain Burns told her not to approve his TARs anymore without his signature, but on occasion she still did if the Captain was not available.

2.23. Ms. Dunn told detectives that there were times when Lt. Gardiner would provide her with the data to put on the TAR and she would enter it without a paper TAR. She stated that he was the only person she has ever done that for.

2.24. Ms. Dunn told detectives that if a TAR came back to Captain Burns for his signature, she would place it in his inbox for his signature. After it was signed, it would be filed.

2.25. Ms. Dunn told Detectives that she felt pressure from Lt. Gardiner to enter and approve his TARs the same day. She told them that she went to Captain Burns about it and it stopped.

2.26. On June 9, 2011, Lt. Gardiner and Lt. Brogan attended a personal party for a US Secret Service Agent who was retiring from the Service. Lt. Brogan drove his personal vehicle and Lt. Gardiner to the party. Lt. Brogan parked on the street and was subsequently issued a parking ticket for parking at an expired parking meter. Both Lt. Gardiner and Lt. Brogan were not working at the time they attended the party.

2.27. On June 13, 2011, Lt. Gardiner approached Ms. Dunn, Captain Burns' personal secretary and told her that Lt. Brogan and he were attending a meeting with the US Secret Service on June 9th, the meeting lasted longer than anticipated and Lt. Brogan had received a parking ticket. Lt. Gardiner asked Ms. Dunn to compose a letter to the Seattle Parking Authority requesting that they dismiss the parking ticket. Ms. Dunn composed the letter and presented it to Captain Burns for his signature. She explained the circumstances for the request and he signed the letter. The parking ticket was eventually dismissed.

2.28. On June 12, 2011, a vehicle owned by Lt. Gardiner received a parking ticket from the Seattle Police Parking Authority. The vehicle was parked in front of his daughter's sorority house at the University of Washington. On August 31, 2011, Lt. Gardiner sent an email from his

state email account to Mr. George Murray, Seattle Police Parking Enforcement Section. In the email Lt. Gardiner indicated to Mr. Murray that at the time of the infraction he was conducting official state patrol business and asked that the citation be dismissed. As a result of the email, the parking citation was eventually dismissed. The WSP investigation revealed that on the day the parking citation was issued Lt. Gardiner was not working in an official state patrol capacity.

2.29. On June 29, 2011, Lt. Gardiner received a parking ticket in his personal vehicle for a parking violation at 3403 Troll Ave. N. in Seattle. On July 5, 2011, Lt. Gardiner again had Ms. Dunn compose a letter to the Seattle Parking Authority requesting that they dismiss the citation. Lt. Gardiner informed Ms. Dunn that he had to attend an emergency meeting with Seattle Police Department. Troll Ave North is near the Aurora Bridge in Seattle, not near the Police Department. Lt. Gardiner signed the letter as Acting Captain even though he was not the acting Captain at that time. Lt. Casebolt was that Acting Captain at the time of the letter.

2.30. As a result of the WSP investigation, the King County Prosecutor's Office charged Lt. Gardiner with Official Misconduct. On August 1, 2012, Lt. Gardiner pled guilty to one count of "Official Misconduct." As part of the plea deal Lt. Gardiner's WSP retirement monthly benefit was reduced by \$87.

Section 3: CONCLUSIONS OF LAW

3.1. Pursuant to chapter 42.52 RCW, the Executive Ethics Board has jurisdiction over William Gardiner and over the subject matter of this complaint.

3.2. 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.

3.3. The Ethics in Public Service Act, Chapter 42.52 RCW, prohibits state employees from conducting activities incompatible with their public duty (Conflict of Interest). RCW 42.52.020 states:

No state officer or state employee may have an interest, financial or otherwise, direct or indirect, or engage in a business or transaction or professional activity, or incur an obligation of any nature, that is in conflict with the proper discharge of the state officer's or state employee's official duties.

3.4. Based on Findings of Fact 2.1 through 2.30, William Gardiner conducted activities incompatible with his public duty in violation of RCW42.52.020.

3.5. The Ethics in Public Service Act, Chapter 42.52 RCW, prohibits state employees from having a Financial interests in a transaction. RCW 42.52.030 states in part:

No state officer or state employee, except as provided in subsection (2) of this section, may be beneficially interested, directly or indirectly, in a contract, sale, lease, purchase, or grant that may be made by, through, or is under the supervision of the officer or employee, in whole or in part, or accept, directly or indirectly, any compensation, gratuity, or reward from any other person beneficially interested in the contract, sale, lease, purchase, or grant.

3.6. Based on Findings of Fact 2.15, William Gardiner had a financial interest in administering the WTSC contracts (T02C and T12C) in violation of RCW42.52.030.

3.7. 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.

3.8. Based on Findings of Fact 2.26 through 2.30, William Gardiner secured special privileges in violation of RCW42.52.070.

3.9. 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.

3.10. Based on Findings of Fact 2.1 through 2.30, William Gardiner used state resources for his personal benefit.

3.11. 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.

Section 4: AGGRAVATING AND MITIGATING FACTORS

In determining the appropriateness of the civil penalty, the Board reviewed the criteria in WAC 292-120-030. Aggravating factors are that Mr. Gardiner was in a supervisory position within the WSP; these types of violations significantly reduce the public respect and confidence in state government employees, and Mr. Gardiner benefitted financially as a result of these violations. It is a mitigating factor that Mr. Gardiner pled guilty to one count of official misconduct which resulted in his retirement benefit being permanently reduced by \$87 per month and was ordered to perform 240 hours of community service. Mr. Gardiner no longer works for the State of Washington.

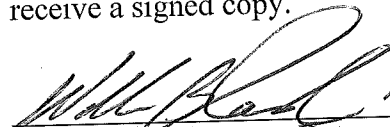
Section 5: AGREED ORDER


5.1 For the violations RCW's 42.52 mentioned above, William Gardiner will pay a civil penalty in the amount of, sixty thousand dollars (\$60,000).

5.2 The civil penalty of \$60,000 is payable in full, to the State Executive Ethics Board within 45 days after this stipulation is accepted by the Board, or as otherwise agreed to by the

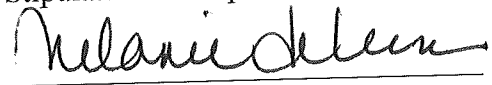
II. CERTIFICATION

I, William Gardiner, hereby certify that I have read this Stipulation and Agreed Order in its entirety; that my counsel of record, if any, has fully explained the legal significance and consequence of it; 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 and Agreed Order, I understand that I will receive a signed copy.


William Gardiner Date 11/20/13
Respondent

FOR SETTLEMENT
PURPOSES ONLY.
AFFORD PLEA 

Stipulated to and presented by:


Melanie deLeon Date 11/26/13
Executive Director

