



TOWN CLERK, CITY OF STAMFORD

FILED: DEC 20 2018

CITY OF STAMFORD

Stamford Board of Ethics
Stamford Government Center
December 20, 2018

STIPULATED AGREEMENT

To: Cheryl Bader, Chair, City of Stamford Board of Ethics
From: Investigating Board: John J. Morgan, Monica S. Smyth, and Myrna I. Sessa
Date: December 12, 2018
Re: Stipulated Agreement

Dear Chairperson Bader:

You assigned the above referenced Investigating Board to review a complaint filed on August 23, 2018 against Susan Kisken P.E. staff engineer of the Engineering Bureau of the City of Stamford, 888 Washington Boulevard Stamford, CT 06901 among others. This Investigating Board found Probable Cause of a violation on October 4, 2018. Since that time, we have been in consultation with Ms. Kisken and her attorney, Thomas Cassone. Those consultations resulted in the following Stipulated Agreement:

This Stipulated Agreement, dated December 20, 2018, is hereby entered into by and between the City of Stamford Board of Ethics and the Respondent, Susan Kisken.

Whereas, on August 23, 2018, a complaint was filed with the Board of Ethics alleging that the Respondent, Susan Kisken, the Coordinator of Inspections and Plan Review for the City of Stamford's Engineering Bureau has violated the Stamford Municipal Code of Ethics (the "Code"); and,

Whereas, the Investigating Board, duly appointed pursuant to the Code, found probable cause that the Respondent violated Section 19-5(a) which provides 'unless

otherwise provided by law, an officer or employee, shall not deliberate or participate in a decision or action by the agency of which individual is a member or is employee if said individual or any member of his or her immediate family or a business with which he or she is associated would be likely to gain or lose a material benefit that is not common to the general interest of other citizens of the city"; and,

Whereas, the Investigating Board further found probable cause that the Respondent violated Section 19-11(a), which requires individuals with conflicts pursuant to section 19-4 to disqualify himself or herself from voting or acting on such matter; and,

Whereas, the Respondent's job function as Coordinator of Inspections and Plan Review requires the Respondent to review the work product of Redniss & Mead, Inc., a surveying and engineering firm with which her husband is employed as a principal; and,

Whereas, the Respondent acknowledges that as a City of Stamford Employee she is required to adhere to its Code of Ethics, and,

Whereas, the Investigating Board and the Respondent each acknowledge that the Respondent is presently the only employee in the Engineering Bureau who performs the Respondent's specific job functions.

Now therefore, based upon the foregoing, although the Respondent denies that her actions violated either the spirit or text of the Code; she acknowledges that if the matter were litigated to conclusion, the Investigating Board could present evidence sufficient to support a finding by the Board of Ethics that an ethical violation in fact occurred. However, in order to avoid the need for a formal hearing and in an effort to

assure compliance with the Code of Ethics, the Respondent will not contest the Finding of Probable Cause.

It is further agreed, effective immediately upon the full execution of this Stipulated Agreement:


- 1) In order to assure future compliance with the Code the Engineering Bureau shall institute a "Conflict Compliance Plan" comprised of the following:
 - a. To the extent the Respondent performs any job function involving Redniss & Mead in any manner whatsoever, the Respondent's work shall be reviewed and countersigned by the City Engineer, or another City Employee with qualifications equal to or greater than those held by the Respondent; and
 - b. To the extent work is performed pursuant to subsection (a), an outside entity satisfactory to the City shall be retained to conduct random Project Assurance Reviews to satisfy the City that the firm of Redniss & Mead was not given any material benefit not common to the general interest of other citizens of the City; and
 - c. The Conflict Compliance Plan shall continue at all times the Respondent is employed by the City of Stamford while the Respondent's spouse remains a principal at Redniss & Mead; and
 - d. To the extent the Respondent's spouse hereafter takes a position with another entity that has business before the City of Stamford Engineering Bureau, the Conflict Compliance Plan shall apply to said other entity to the same extent it would otherwise apply to Redniss & Mead.

2) Notwithstanding anything set forth herein, the Respondent shall otherwise continue to abide by the obligations codified in the Code of Ethics.


3) This Agreement is subject to approval by a majority of the membership of the Board of Ethics.

4) This Stipulated Agreement shall be executed by the Board of Ethics, the Respondent and a responsible representative of the City of Stamford and shall be effective as of the date of the completion of such execution.


Respectfully Submitted,



John J. Morgan /s/
John J. Morgan




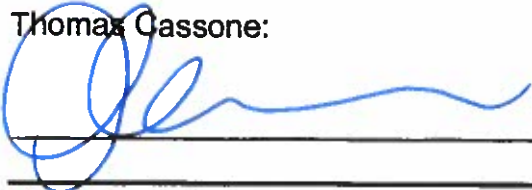
Monica S. Smyth /s/
Monica S. Smyth



Myrna I. Sessa /s/
Myrna I. Sessa

Approved:

Susan Kisker:


Thomas Cassone:


City of Stamford Board of Ethics:

By: 

City of Stamford,

By: 

Duly Authorized.
