

BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION

In the matter of) No. 08-1-0922-1
)
Kim Chenault) SETTLEMENT AGREEMENT
)

This settlement is made between Ms. Kim Chenault and the Executive Director of the Seattle Ethics and Elections Commission (the “Director”). Upon approval by the Seattle Ethics and Elections Commission (the “Commission”), the following findings, conclusions and agreements shall be binding upon Ms. Chenault, the Director, and the Commission (the “Parties”), and their successors, heirs and assigns, and shall constitute the complete agreement between the Parties.

Ms. Chenault and the Director agree to the following:

FINDINGS OF FACT

1. On September 21, 2008 a citizen e-mailed the Commission to report the license plate of a City-owned Prius he had witnessed being parked at the Westfield Southcenter Mall at around 10:50 a.m. on Sunday, September 21, 2008.
2. On Monday, September 22, 2008, Commission staff learned that the car was signed out to Ms. Chenault. Ms. Chenault is in the Personnel Department’s Police and Fire Testing Unit.
3. Ms. Chenault was authorized by her supervisor to obtain a City vehicle on September 17, 2008 and use the vehicle between September 17th and 22nd to facilitate the administration of the Seattle Fire Department’s Fire Boat Pilot’s examination at Fire Station #5. Testing took place on Thursday, Friday and Saturday. Ms. Chenault was authorized to park the vehicle overnight in Renton.
4. On Sunday, September 21, a day on which Ms. Chenault did not need to use the City car for any official business, Ms. Chenault drove the car from Auburn, where she had spent the night with a friend, to the Westfield Southcenter Mall, where she holds a second job. Her shift began at 11:00 a.m. Ms. Chenault left the car parked in the parking lot while she worked. At 8:00 p.m. Ms. Chenault drove to her Renton home.
5. In total, Ms. Chenault logged 95 miles more than she was authorized to during the six days on which she had use of a City car.

CONCLUSIONS OF LAW

6. The Seattle Ethics Code, SMC 4.16.070(2)(b), states that no City officer or employee shall “use or permit the use of any ...property under his or her official

control, direction or custody, or ... City property, for a purpose which is, or to a reasonable person would appear to be, for other than a City purpose....”

7. Ms. Chenault is a city of Seattle employee subject to the City’s Ethics Code.

8. Ms. Chenault had control and custody of a City vehicle between September 17th and September 22nd.

9. By using the City car to drive to her second job, and by using the City car to drive an additional 77 miles yet accounted for, Ms. Chenault used city of Seattle property for a non-City purpose, in violation of the Ethics Code.

AGREEMENT

10. Ms. Chenault acknowledges that she violated the Seattle Ethics Code when she used a city of Seattle vehicle for her personal use.

11. Within sixty business days of the approval of this settlement, Ms. Chenault agrees to pay the City of Seattle \$200 for her violation of SMC 4.16.070(2)(b), and to reimburse the City of Seattle a total of \$ 66.00 for the unauthorized mileage driven for a total of \$ 266.00.

12. The Parties agree that this settlement agreement, upon the Commission’s approval, will constitute, insofar as is legally possible, a full and final settlement between the Parties, as to all facts, actions, controversies and matters that have occurred or may have occurred, as described herein, related to Ms. Chenault violation of the Seattle Code of Ethics, and do forever release, acquit and discharge each party, its present or former officials, employees, agents, representatives, heirs and assigns from all present claims, demands, damages, costs (specifically including attorney’s fees and costs), actions or causes of action arising out of all facts, actions, controversies and matters that have occurred or may have occurred or in any way related to Ms. Chenault violation of the Ethics Code, and the acts or omissions of the Commission, its members, agents or employees in handling the matter filed under Ethics and Elections Commission Case No. 08-1-0922-1 and any events related thereto.

13. The Parties agree that the Commission’s review of this settlement agreement does not preclude the Commission from hearing this case in the event that the Commission rejects this agreement and calls for a hearing, or in the event that Ms. Chenault rejects any Commission modification of this agreement and requests a hearing.

14. The Parties agree that if Ms. Chenault breaches this agreement, in any respect, the Commission will be entitled to hold a special meeting or a regular meeting to issue a determination that Ms. Chenault has violated the Seattle Ethics Code. Under the

municipal code, the Commission may impose a fine of up to \$5,000 per violation, and may require costs that do not exceed the amount of any monetary fine.

15. The Parties agree that this settlement incorporates and supersedes any and all other oral and written agreements and assurances of any and all kinds between the parties, and that there are no other written or oral agreements that alter or modify this agreement.

Ms. Kim Chenault
Date: October ____, 2008

Wayne Barnett, Executive Director
Date: October ____, 2008