

BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION

In the matter of)
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 Dawn Steele)
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No. 18-1-1116-1

SETTLEMENT AGREEMENT

This settlement is made between Dawn Steele 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 Dawn Steele, the Director, and the Commission (the “Parties”), and their successors, heirs and assigns, and shall constitute the complete agreement between the Parties. Steele and the Director agree to the following:

FINDINGS OF FACT

1. Steele is employed by the Seattle Department of Transportation (SDOT) in the street use division. She is a street use inspector. In her official capacity as a City employee, she has use of an SDOT parking access card for taking City vehicles in and out of city of Seattle parking lots for official use.
2. The access cards are to be used for a city purpose only. Use of the access cards for one’s personal vehicle is prohibited.
3. Steele is aware of this.
4. Steele during the period from September 1, 2018 to October 31, 2018 used her SDOT parking access card on at least nine occasions for her personal use. She used it to park her personal vehicle.
5. Parking in the City garages costs \$20 for a full day. By using her access card, she avoided the \$20 fee.

CONCLUSIONS OF LAW

1. SMC 4.16.070.B. bars a City employee from both “us[ing] or attempt[ing] to use his or her official position for a purpose that is, or would to a reasonable person appear to be, primarily for the private benefit of the covered individual or any other person,” and “us[ing] or attempt[ing] to use...any City funds, property, or personnel, for a purpose which is, or to a reasonable person would appear to be, for other than a City purpose.”
2. Steele is a City employee, and therefore a Covered Individual.
3. Steele used her official position as a City employee for her private benefit.
4. Steele used City property for other than a City purpose.

AGREEMENT

1. Steele acknowledges that she violated the Seattle Ethics Code on nine separate occasions when she used her SDOT parking access card to park her private vehicle in City-owned parking garages.
2. Steele agrees to pay the City of Seattle \$360 – twice what she would have paid for parking her personal vehicle on nine occasions – for the above violations.
3. 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 any violation of the Seattle Code of Ethics related to the findings of facts cited above. The Parties, 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 which arise out of the specific facts outlined in this 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. 18-1-1116-1. This release by the Director and the Commission does not preclude actions by other parts of the City of Seattle, including the employee’s employing department or any other law enforcement agency.

4. 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 Steele rejects any Commission modification of this agreement and requests a hearing.

5. The Parties agree that if Steele 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 Steele 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.

6. 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.



Dawn Steele

Date: 6/3, 2019



Wayne Barnett, Executive Director

Date: June 24, 2019