

**BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION**

In the matter of	)	No. 18-1-1116-3
	)	
	)	
Kepueli Moimoi	)	SETTLEMENT AGREEMENT
	)	
_____	)	

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

**FINDINGS OF FACT**

1. Moimoi is employed by the Seattle Department of Transportation (SDOT) in the street use division. He is a street use inspector. In his official capacity as a City employee, he 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. Moimoi is aware of this.

4. Moimoi during the period from September 1, 2018 to October 31, 2018 used his SDOT parking access card on at least seven occasions for his personal use. He used it to park his personal vehicle.

5. Parking in the City garages costs \$20 for a full day. By using his access card, he 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. Moimoi is a City employee, and therefore a Covered Individual.
3. Moimoi used his official position as a City employee for his private benefit.
4. Moimoi used City property for other than a City purpose.

## AGREEMENT

1. Moimoi acknowledges that he violated the Seattle Ethics Code on seven separate occasions when he used his SDOT parking access card to park his private vehicle in City-owned parking garages.
2. Moimoi agrees to pay the City of Seattle \$280 – twice what he would have paid for parking his personal vehicle on seven 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- 1-1116-3. 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 Moimoi rejects any Commission modification of this agreement and requests a hearing.

5. The Parties agree that if Moimoi 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 Moimoi 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.



Kepueli Moimoi

Date: 6/4, 2019



Wayne Barnett, Executive Director

Date: June 4, 2019