

BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION

In the matter of) No. 10-WBI-1210-1
)
JOSEPH ANTHONY BENAVIDES) SETTLEMENT AGREEMENT
)

This settlement is made between Mr. Joseph Anthony Benavides (“Benavides”) 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 Benavides, the Director, and the Commission (the “Parties”), and their successors, heirs and assigns, and shall constitute the complete agreement between the Parties.

Benavides and the Director agree to the following:

FINDINGS OF FACT

1. Benavides joined the City in 2004. In 2009, he was promoted to supervisor in the Seattle Department of Transportation (“SDOT”) Traffic Signs and Markings group, supervising approximately 26 City employees.
2. In past years, SDOT’s Traffic Signs and Markings group produced decals for other City departments, including the Seattle Police Department (“SPD”). The decals would be affixed to department vehicles to identify them as official City vehicles. Although SDOT no longer produced these decals, SDOT’s warehouse still contains some decals.
3. In or about early November, 2010, Benavides placed a four inch tall, four inch wide SPD decal in the rear window of his personal vehicle, a blue Chevy Suburban. (See attached picture.) Benavides removed the decal on December 16, when he was ordered to do so by his supervisor.
4. Benavides should have known that the SPD decal in the rear window of his blue Chevy Suburban could lead to confusion over whether his car was an official police vehicle.

CONCLUSIONS OF LAW

5. Under the Seattle Ethics Code, SMC 4.16.070.2.b, a City employee may not “use...or permit the use of any ...property...for a purpose which is, or to a reasonable person would appear to be, for other than a City purpose....”
6. Benavides is a city of Seattle employee subject to the City’s Ethics Code.

7. The SPD decal was City property.

8. By placing the SPD decal in the rear window of his personal vehicle, Benavides misused city of Seattle property in violation of SMC 4.16.070.2.b.

AGREEMENT

9. Benavides acknowledges that he violated the Seattle Ethics Code when he misused City property.


10. Benavides agrees to pay the City of Seattle \$300 for his violation of SMC 4.16.070.2.b, in three equal installments of \$100 due on February 20, March 20, and April 20, 2010.

11. 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 Benavides's violation of the Seattle Ethics Code, 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 Benavides's 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. 10-WBI-1210-1 and any events related thereto.


12. 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 Benavides rejects any Commission modification of this agreement and requests a hearing.

13. The Parties agree that if Benavides 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 Benavides 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.

14. 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.



Joseph Anthony Benavides
Date: 1-28, 2011



Wayne Barnett, Executive Director
Date: Jan. 28, 2011

