

BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION

In the matter of)	No. 19-1-1105-1
)	
LISA HERBOLD)	
)	SETTLEMENT AGREEMENT
)	
_____)	

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

Lisa Herbold and the Director agree to the following:

FINDINGS OF FACT

1. Herbold serves as an elected member of the Seattle City Council. She represents District 1.
2. In response to the City’s policy regarding recreational vehicles (RVs) parked on City streets by people experiencing homelessness, there had been threats or what could reasonably be perceived as threats made to have some of those RVs moved in front of councilmember’s homes.
3. On October 4, 2019, a resident sent to the Mayor and all nine councilmembers an e-mail in which that resident said that if RVs were not removed from near his business and a cemetery, that resident would tow the RVs to the homes of then-Council President Bruce Harrell and Councilmember Debora Juarez.
4. On October 7, an article was posted on MyNorthwest.com titled: “*Rantz: Fed up activist threatens to tow derelict RVs to homes of Seattle councilmembers*”

5. The next day, October 8, someone sent Herbold a photograph of a U-Haul towing an RV to the front of her residence.

6. Herbold believed that the RV had been towed without its occupants' consent, based in large part on the content of the October 4 e-mail and October 7 article.

7. Herbold sent a series of text messages to Seattle Police Department Chief Carmen Best inquiring what Herbold should do about the RV, which she believed to have been stolen. The series of text messages are attached as Exhibit 1.

8. The Chief informed Herbold that she should call the police department's non-emergency phone line or 911.

CONCLUSIONS OF LAW

1. SMC 4.16.070.B bars a City employee from "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. Herbold is a City official, and therefore a Covered Individual.

3. By communicating directly with the Chief of Police, which is not an option for most residents who want to communicate with the Seattle Police Department, Herbold violated SMC 4.16.070.B.

AGREEMENT

1. Herbold acknowledges that she violated the Seattle Ethics Code when she communicated directly with Chief Best about the RV, which she believed to have been stolen, being towed in front of her residence.

2. Herbold agrees to pay the City of Seattle \$500 for the above violation.

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. 19-1-1105-1. 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 Herbold rejects any Commission modification of this agreement and requests a hearing.

5. The Parties agree that if Herbold 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 Herbold 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.



Councilmember Lisa Herbold

Date: 1/30, 2020



Wayne Barnett, Executive Director

Date: 2-3, 2020



Share your name and photo?

Lisa Herbold [Share...](#)



Tue, Oct 8, 7:19 PM



If someone has reported a trailer stolen, one has been delivered to the street in front my house. I'm not complaining, I only want to ensure the



Share your name and photo?

Lisa Herbold [Share...](#)



property is returned to its owner. Thank you.

I have the uhaul license plate number in case you want to investigate a theft

Who is this?

Lisa Herbold





Share your name and photo?

Lisa Herbold [Share...](#)



**Rantz: Fed up activist
threatens to tow derelict
RVs to homes of Seattle
councilmembers**

[google.com](#)

This is Chief Best I hope

Oh my! What's he
address/cross street?

I'm not asking you to
move it. Ari will twist
that as special SPD



Share your name and photo?

Lisa Herbold [Share...](#)



that as special SPD response for a Councilmember. I want to find out if 1. anyone has reported it stolen, 2. Give you the license plate number of the uhaul so you can confirm from Uhaul that Ari rented the uhaul & towed it there and you can consider whether it's appropriate to charge him with theft.



Share your name and photo?

Lisa Herbold [Share...](#)



I understand your concern, but I don't want you to be in an awkward position. I advise calling the non emergency number ([206-625-5011](tel:206-625-5011)). Make a report and the officers will do their work and determine if it is stolen. This way there is an official record.

So, the menu option at that # that is



Share your name and photo?

Lisa Herbold [Share...](#)



THIS WAY THERE IS AN
official record.

So, the menu option at that # that is appropriate to this situation is "abandoned vehicle." And the outgoing message is the office is closed & to call in the morning. Is that the most prudent course of action? To call back in the morning?

Delivered