BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION

In the matter of	)	No. 07-1-1012-2
	)	
Councilmember JEAN GODDEN	)	SETTLEMENT AGREEMENT
	)	

This settlement is made between Councilmember Jean Godden 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 Councilmember Godden, the Director, and the Commission (the "Parties"), and their successors, heirs and assigns, and shall constitute the complete agreement between the Parties.

Councilmember Godden and the Director agree to the following:

FINDINGS OF FACT

1. Councilmember Godden was elected to the Seattle City Council in 2003 and was a candidate for reelection in 2007.

2. On April 14, 2005, the Executive Director sent a letter to each of the City's elected officials stating in relevant part as follows:

> The Commission recognizes two City purposes that intersect with campaign scheduling. First, your public schedule needs to reflect where you are at all times, so that you can be reached on important City matters whenever necessary. Second, you shouldn't be double-booked, scheduled to attend a campaign event and an official event at the same time.
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> When your scheduler's actions are limited to those necessary to ensure that your public schedule is complete and accurate, and that your whereabouts are known at all times, the primary beneficiary of your scheduler's actions is the City, not your reelection campaign, and there is no misuse of City resources. When your staff schedules a fundraiser or a campaign appearance for you, whether or not they initiate or accept the call, the primary beneficiary of that act is your reelection campaign, and the benefit to the City is incidental. Such activity raises serious issues under the Ethics and Elections Codes.
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> Campaign scheduling must be performed by campaign personnel, who can and should coordinate scheduling with your City staff to ensure that you are not double-booked and can be reached on important City matters. Your staff can and should communicate with the campaign regarding open time slots on your public schedule (to be sure you aren't double booked), and to place campaign events on your public schedule (to ensure you can

be reached). Scheduling campaign events, however, cannot be done on City time or using City resources.

3. Councilmember Godden and her staff received and were familiar with the April 14, 2005 letter.

4. On 33 occasions between January 1, 2007 and August 31, 2007, Councilmember Godden's City staff entered information regarding campaign events on her City calendar beyond that necessary to ensure that Councilmember Godden was not double booked and could be reached on important City matters.

5. In accordance with the April 14, 2005 letter, Councilmember Godden's City staff did not schedule these 33 campaign events. They were scheduled by her campaign staff, which then coordinated with her City staff to place these entries on her City calendar.

6. Councilmember Godden's staff attended trainings conducted by the Executive Director regarding the appropriate use of City facilities during an election campaign. In those trainings, the Executive Director instructed City staff not to schedule campaign events on City time, but did not provide any direction to staff on the level of detail that could be included on a properly calendared campaign event.

7. Councilmember Godden's staff subsequently contacted the Office of the Executive Director on at least one occasion to request additional direction regarding the level of detail that could be included on a properly calendared campaign event. The Executive Director reiterated that entries should be limited to ensuring that the Councilmember is not double-booked and can be reached, but did not provide examples of the level of detail.

CONCLUSIONS OF LAW

8. The Seattle Elections Code, SMC 2.04.300, states that "[n]o elected official nor any employee of his or her office…may use or authorize the use of any of the facilities of a public office or agency, directly or indirectly, for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

9. By authorizing her staff to use City equipment to prepare and maintain a calendar in a manner that assisted her campaign, Councilmember Godden violated SMC 2.04.300.

AGREEMENT

10. Councilmember Godden acknowledges that she violated the Elections Code when she authorized her staff to calendar campaign events in a manner that assisted her reelection campaign.

11. Within five business days of the approval of this settlement, Councilmember Godden agrees to pay the City of Seattle $150 for her violation of SMC 2.04.300.

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 Councilmember Godden's use of her office calendar for campaign purposes, 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 Councilmember Godden's use of her office calendar for campaign purposes, 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. 07-1-1012-2 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 Councilmember Godden rejects any Commission modification of this agreement and requests a hearing.

14. The Parties agree that if Councilmember Godden breaches this agreement the Commission will be entitled to hold a special meeting or a regular meeting to issue a determination that she has violated the Elections 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.

Jean Godden

Councilmember Jean Godden
Date: April 24, 2008

Wayne Barnett

Wayne Barnett, Executive Director
Date: April 25, 2008