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BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION

In the matter of	)	No. 11-WBI-3101
	)	
NAIKIA HOWARD	)	SETTLEMENT AGREEMENT
	)	

This settlement is made between Naikia Howard 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 Mr. Howard, the Director, and the Commission (the "Parties"), and their successors, heirs and assigns, and shall constitute the complete agreement between the Parties.

Howard and the Director agree to the following:

FINDINGS OF FACT

1. Howard has worked for the Department of Parks and Recreation (DPR) since 1999. He was a Recreation Program Specialist from January 2008 through August 14, 2011. As a Recreation Program Specialist, he supervised DPR's Meadowbrook Teen Center program, Meadowbrook Teen Late Night program, and the Bitter Lake Community Center Late Night Teen program.[1]

2. Howard was authorized to use a City credit card for expenses directly related to these programs.

[1] Howard was demoted to the position of General Laborer effective August 15, 2011 as a result of the conduct detailed in this agreement.

Electronic Gaming equipment

3. In December of 2009, DPR purchased 40 WiiSports gaming packages to support the "Healthy Parks, Healthy You" initiative. The City paid approximately $265 for each WiiSports gaming package. These gaming packages included a gaming console, controllers and software and were distributed to all DPR late night programs and teen centers including Meadowbrook and Bitter Lake.

4. On August 17, 2010, Howard used a City credit card to purchase a WiiMotionPlus for $61.29.

5. In March 2011, Howard brought a WiiSports gaming package to the Meadowbrook Teen Center. He told staff that he had taken the WiiSports gaming package from Meadowbrook Community Center Coordinator's office. According to witnesses, Howard said the teen center's Wii had disappeared.

6. In late March or early April 2011, Howard took the Wii console from the Teen Center. The Wii console was subsequently not seen or used at the Teen Center.

7. On January 28, 2011, Howard used a City credit card to purchase a Microsoft Xbox 360 250GB Console with Kinect and gaming software for a total cost of $492.73. This Xbox 360 console was not used at the teen centers or programs supervised by Howard.

8. Howard did not provide truthful information to SEEC staff on May 26. He told staff that the X-box, the Kinect accessory, two Wii gaming systems, including the consoles, remotes, a WiiMotion Plus and a nunchuk controller were all in the Meadowbrook Teen Center's safe. The safe was opened when he arrived that evening at the teen center, it was empty.

9. Howard's arrival at the Meadowbrook Teen Center and the opening of the empty safe were witnessed by his subordinate Glen Hubbard and the acting Meadowbrook Community Center Coordinator. When he arrived, Howard and Hubbard stepped into the kitchen where they spoke. When Howard returned, he asked the Acting Coordinator to help cover up his deception. The acting Community Coordinator observed Howard bring from his car an X-box console and a Wii console with its controllers. Howard sent pictures that evening to SEEC staff of both consoles and other gaming accessories.

10. The following week, Howard called the SEEC and acknowledged that he had not been truthful in his interview.

CONCLUSIONS OF LAW

1. SMC 4.16.070.2.a states that a Covered Individual may not "[u]se or attempt to use his or her official position for a purpose that is, or would to a reasonable person appear to be, primarily for the

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private benefit of the Covered Individual or any other person, rather than primarily for the benefit of the City…"

2. SMC 4.16.070.2.b states that a Covered Individual may not "[u]se or attempt to use, or permit the use of 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…"

3. Howard is a City employee, and therefore a Covered Individual.

4. When he used a City credit card to purchase electronic gaming equipment which he kept in his personal possession, Howard misused his official position in violation of SMC 4.16.070.2.a.

5. By taking personal possession of the WiiSports gaming console, and the Xbox 360 console, Howard misused City property in violation of SMC 4.16.070.2.b.

AGREEMENT

1. Howard acknowledges that he violated the Seattle Ethics Code when he misused his City position and City property.

2. Howard agrees to pay the City of Seattle $1,500 for these 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 all facts, actions, controversies and matters that have occurred or may have occurred, as described herein, related to Mr. Howard violation of the Seattle Code of Ethics, 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 Mr. Howard 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. 11-WBI-0310-1 and any events related thereto.

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 Mr. Howard rejects any Commission modification of this agreement and requests a hearing.

5. The Parties agree that if Mr. Howard 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

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Mr. Howard 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.

Naikia Howard

Date: 10/4, 2011

Wayne Barnett, Executive Director

Date: Oct. 4, 2011

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