BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION

In the matter of	)	No. 14-WBI-0102-1
	)	
	)	
Dahvee Enciso	)	SETTLEMENT AGREEMENT
	)	
	)	

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

Enciso and the Director agree to the following:

FINDINGS OF FACT

Background

1. Enciso works as a crew chief in the Seattle Department of Transportation (SDOT) Traffic Signs and Marking group.

2. As a Traffic Signs and Marking crew chief, Enciso supervises nine full-time employees and, on occasion, temporary employees. His responsibilities include scheduling and assigning daily work, overtime and special projects.

3. SDOT hires temporary employees for "marking season." Daily job assignments for these temporary employees include painting roadways, crosswalks, bicycle lanes and other work best done in the drier months. Marking season begins in late spring and concludes in the fall.

4. Temporary employees working in Signs and Marking are classified as maintenance laborers and are paid $23.38 per hour, with an overtime rate of twice the regular rate. Overtime is offered first to full-time employees, with temporary employees eligible to work overtime only when there are not enough full-time employees willing to work overtime.

Enciso's participation in matters relating to his brother-in-law's employment

5. In April 2013, Enciso and fellow crew chief Steve Erickson requested from their manager Kenny Alcantara four temporary positions for the marking season. On April 5, Enciso forwarded the resume of Sam Walker to SDOT Human Resources. Enciso recommended that Alcantara hire Walker, describing him in an e-mail as "someone I would highly recommend to be considered as a [temporary] or full-time employee in any department …." Enciso did not disclose that Walker was his brother-in-law.

6. On May 3, 2014, Alcantara asked Enciso if Walker was in the temporary employee pool. Enciso replied that he was not, and asked Alcantara to "guide [him] through the process" of getting Walker into the pool. Alcantara referred Enciso to SDOT Human Resources (HR). Enciso again did not disclose that Walker was his brother-in-law.

7. SDOT hired three temporary employees, including Walker. On June 3, Walker began work with SDOT and was placed on Enciso's crew.

8. Enciso instructed Walker not to disclose their familial relationship to avoid work group issues previously encountered when a friend of Enciso's was hired as a temporary employee.

9. During the summer of 2013, Enciso assigned Walker to jobs, crews and special assignments both during regular and overtime hours.

10. On September 3, 2013, Enciso e-mailed Evan Chinn, SDOT's HR Director, asking if he could "discuss a personal relationship with one of our [temporary] employees." Enciso disclosed the familial relationship with Walker. Chinn gave Enciso a web link to a Commission site that discussed working with relatives. Enciso told Chinn he would discuss the matter with Alcantara.

11. On or about September 16, Alcantara transferred Walker from Enciso's crew to Erickson's crew.

12. Enciso assigned Walker to build four sheds while he was a temporary employee. In late October, SDOT HR became aware that a temporary laborer (Walker) was working as a carpenter and instructed that the temporary employee be paid at the carpenter pay rate.

Carpenters earn approximately $7 more per hour than temporary employees, $14 more for overtime.

13. Walker's last day as a temporary employee was December 3, 2013.

14. Enciso has been cooperative throughout the investigation of this matter, meeting or speaking with staff on multiple occasions.

CONCLUSIONS OF LAW

1. SMC 4.16.070.1a.ii states that a Covered Individual may not participate in a matter in which an immediate family member of the Covered Individual has a financial interest.

2. SMC 4.16.030 defines "immediate family" to mean "a spouse or domestic partner, child, child of a spouse or domestic partner, sibling, sibling of a domestic partner, brother-in-law, sister-in-law, parent, parent of a spouse or domestic partner, a person for whom the Covered Individual is a legal guardian, or a person claimed as a dependent on the Covered Individual's most recently filed federal income tax return."

3. Enciso is a City Employee and therefore a Covered Individual.

4. Sam Walker is a member of Enciso's immediate family.

5. Walker's pay and job assignments are matters in which he had a financial interest.

6. When Enciso participated in matters in which his brother-in-law had a financial interest, he violated SMC 4.16.070.1.a.ii.

AGREEMENT

1. Enciso acknowledges that he violated the Seattle Ethics Code when he participated in City matters in which an immediate family member had a financial interest.

2. Enciso agrees to pay the City of Seattle $750 for the violations described above.

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. 14-WBI-0102-1. 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 Enciso rejects any Commission modification of this agreement and requests a hearing.

5. The Parties agree that if Enciso 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 Enciso 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.

Dahvee Enciso
Date: 7/4/14, 2014

Wayne Barnett, Executive Director
Date: July 7, 2014, 2014