

**BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION**

In the matter of ) No. 09-1-0406-1  
)  
TIMOTHY GALLAGHER ) SETTLEMENT AGREEMENT  
)

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

Gallagher and the Director agree to the following:

**FINDINGS OF FACT**

1. Gallagher has been the Parks Superintendent since his confirmation on December 10, 2007.
2. In or about October of 2008, Gallagher and his fiancée began planning a wedding. They planned to be married in Discovery Park, on the chapel lawn located in the south end of the park, on March 21, 2009.
3. At the time that Gallagher and his fiancée were planning their wedding, anyone who called the Parks Department’s Event Scheduling Office to inquire about getting married in Discovery Park would have been told that the only place in Discovery Park for which wedding permits were issued was the Daybreak Star Overlook, in the north end of the park.
4. Based on conversations with some members of his staff about unpermitted weddings at the park, Gallagher believed that a permit was not required for the wedding that he and his fiancée were planning to hold on the chapel lawn.
5. On or about March 19, 2009, the Mayor’s office received information that Gallagher intended to get married in Discovery Park without a permit.
6. Subsequent to receiving the call, Ken Nakatsu, the Mayor’s Departmental Operations Chief, telephoned Gallagher and ordered him to get a permit for his wedding. Gallagher said that he’d been told that no permit was required, but Nakatsu insisted that Gallagher obtain a permit.
7. On March 20, 2009, Gallagher’s assistant called the Parks Department’s Event Scheduling Office to obtain a permit for his wedding. The Event Scheduling Office created a new designation in its system for Discovery Park weddings – “Park Outdoor Space” – and issued a permit specifying that location for the wedding. The designation was created solely for

Gallagher's wedding, and has not been used on any Discovery Park wedding permits issued subsequent to Gallagher's wedding.

8. Gallagher was not informed that a new designation was created for his wedding.

9. On March 21, 2009, Gallagher and his fiancée were married on the chapel lawn. The wedding party entered the park, the couple exchanged vows, and then the party left the park for the reception. No structures or chairs were set up for the ceremony, nor was there any food served at the park, nor any amplified sound. The entire ceremony lasted approximately 15 minutes. Gallagher paid the \$200 permit fee.

### **CONCLUSIONS OF LAW**

1. At the time of Gallagher's wedding, the Seattle Ethics Code, SMC 4.16.070.2.a, stated that no City officer or employee shall "[u]se 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 officer or employee, rather than primarily for the benefit of the City...." SMC 4.16.070.2.b stated that no City officer or employee shall "[u]se or permit the use of any person, funds, or property under his or her official control, direction, or custody, or of any City funds or City property, for a purpose which is, or to a reasonable person would appear to be, for other than a City purpose...."<sup>1</sup>

2. Gallagher is a City employee, subject to the City's Ethics Code.

3. Gallagher violated SMC 4.16.070.2.a when he accepted a permit authorizing him to be married at a location for which he knew or should have known the Parks Department did not issue permits to members of the general public. Gallagher should have known that, but for his position, his subordinates would not have issued him a permit for any Discovery Park site other than the Daybreak Star Overlook.

4. Gallagher violated SMC 4.16.070.2.b when he permitted persons under his official direction to issue him a permit on terms not available to the general public.

### **AGREEMENT**

1. Gallagher acknowledges that he violated the Seattle Ethics Code when he obtained a Parks Department permit on terms not available to the general public. While the Director sympathizes with Gallagher's contention that a permit should not have been required for a ceremony like his, once he was ordered to obtain a permit he was obligated to do so on terms no different than those available to the general public.

2. The Director acknowledges Gallagher's statement that he did not intend to violate the law, but acted in reliance on bad advice that he received from some members of his staff.

---

<sup>1</sup> The Ethics Code has since been amended. No substantive amendments were made to the sections at issue.

3. Within five business days of the approval of this settlement, Gallagher agrees to pay the City of Seattle \$300 for his violation of SMC 4.16.070.2.a. and 2.b.

4. 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, related to the finding of fact listed above, 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 the findings of fact listed above, 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. 09-1-0406-1 and any events related thereto.

5. The Parties agree that because the authority to discipline an employee is reserved to Gallagher's appointing authority, the terms specified in this agreement are separate from any discipline the appointing authority may or may not impose.

6. 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 Gallagher rejects any Commission modification of this agreement and requests a hearing.

7. The Parties agree that if Gallagher 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 Gallagher 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.

8. 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.

---

Timothy Gallagher, Parks Superintendent  
Date: September \_\_\_\_, 2009

---

Wayne Barnett, Executive Director  
Date: September \_\_\_\_, 2009

**FOR THE SEATTLE ETHICS AND ELECTIONS COMMISSION**

---

Robert Mahon, Chair

Executed at Seattle, Washington