

- iii. Spent at least \$1,758.87 of City funds promoting the Tax Amazon campaign, in terms of advertisements, posters, phone banking, mass text services
- E. The hyperlinks were removed from Sawant's Council website after receipt of the Notice of Charges.
- F. Sawant's position has been that she had understood that supporting unfiled ballot measures was not prohibited. The Director neither challenges nor verifies that this position was her actual understanding of the relevant Ethics rules at the time.
- G. City business does not, and cannot, include supporting a future ballot proposition in the manner outlined in Recital D, including the use of City resources such as the website and the funding.
- H. SMC 2.04.010 defines "Ballot proposition" as "any measure, question, initiative, referendum, recall, or Charter amendment submitted to, or proposed for submission to, the voters of the City."
- I. It has consistently been the Director's interpretation of SMC 2.04.300 that it barred promotion of ballot measures by city officials, actual **or proposed**, except in extremely limited circumstances. The Director's interpretation of SMC 2.04.300 to include proposed ballot measures was confirmed by the Washington Supreme Court in its April 1, 2021 decision *In re Recall of Sawant*.

CONCLUSIONS OF LAW

1. The Seattle Ethics Code, SMC 4.16.070.B.2, states in relevant part that a City employee may not "Use 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."
2. The Seattle Elections Code, SMC 2.04.300, states in relevant part that it prohibits an elected official or any employee of his or her office" from "us[ing] 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." Facilities include but are not limited to equipment, use of employees of the office or agency during working hours, and publications of the office or agency.
3. Sawant is a Seattle employee subject to the City's Ethics Code.
4. By using City resources in support of a ballot proposition, Sawant violated SMC 4.16.070.B.2 of the Ethics Code and SMC 2.04.300 of the Elections Code.

AGREEMENT

I. Sawant acknowledges that she violated the Seattle Ethics Code and the Elections Code when she supported a proposed ballot proposition in her official capacity, including by using the City seal, her City website, City funds and City employees to advance that ballot measure.

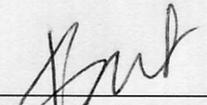
II. Within thirty days of the approval of this settlement, Sawant agrees to pay the City of Seattle two times the amount of City funds improperly expended in her violation of SMC 4.16.070.B and 2.04.300. The sum total of the payment due is \$3,515.74 (Three Thousand Five Hundred Fifteen dollars and Seventy-Four cents).

III. 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 Sawant's violation of the Seattle Ethics and Elections Code, 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 Sawant's 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. 20-0116-1 and any events related thereto.

IV. 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 Sawant rejects any Commission modification of this agreement and requests a hearing.

V. The Parties agree that if Sawant 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 Sawant has violated the Seattle Ethics and 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.

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.



Ms. Kshama Sawant
Date: May 7, 2021

Wayne Barnett, Executive Director
Date: May __, 2021