

SETTLEMENT AGREEMENT

This agreement is made and entered into between the Executive Branch Ethics Commission (hereinafter the "Commission") and John Rittenhouse.

WHEREAS, this agreement involves the matter styled *Executive Branch Ethics Commission v. John Rittenhouse*, Agency No. 14-018 / Administrative Action No. 14-EBEC-0178;

WHEREAS, the Commission is designated by statute as the agency responsible for enforcing the Executive Branch Code of Ethics, KRS Chapter 11A;

WHEREAS, on May 19, 2014, the Commission alleged facts in an Initiating Order that John Rittenhouse violated the Executive Branch Code of Ethics codified at KRS 11A.040(6);

WHEREAS, John Rittenhouse was at all relevant times mentioned in the Initiating Order a "public servant" as defined in KRS 11A.010(9) and thus subject to the Executive Branch Code of Ethics; and

WHEREAS, John Rittenhouse indicates his desire to resolve all issues in this action by the execution of a Settlement Agreement.


NOW, THEREFORE, in settlement of the above allegations, the Commission and John Rittenhouse agree, pursuant to KRS 11A.100, as follows:

1. John Rittenhouse admits that the evidence shows a violation of the Executive Branch Code of Ethics codified at KRS 11A.040(6), as stated in Appendix A to the Commission's Initiating Order of May 19, 2014, attached hereto and incorporated by reference herein.
2. John Rittenhouse agrees to pay the Commission a civil penalty of one thousand five hundred dollars (\$1,500.00) concurrently with the execution of this settlement.
3. John Rittenhouse agrees that upon a Final Order being issued by the Commission that he waives all rights to any further administrative process or appeal pursuant to KRS 13B.140 thereon.
4. The parties further agree that the acceptance of this Settlement Agreement by both parties, and the fulfillment of its express terms, is in full accord and satisfaction of the herein referenced *Executive Branch Ethics Commission v. John Rittenhouse*, Agency Case No. 14-018 / Administrative Action No. 14-EBEC-0178 and no other matter, and that the effect of the Final Order herein shall be limited to this administrative

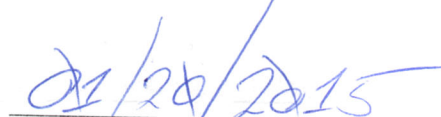
case only and shall not be used as issue preclusive, or *res judicata*, or collateral estoppel, or *stare decisis* in any other action.

5. This Settlement Agreement constitutes a public reprimand to John Rittenhouse, a copy of which will be provided to his appointing authority pursuant to KRS 11A.100(3)(c).

IN WITNESS THEREOF, the parties have caused this agreement to be executed:




John Rittenhouse




Date


EXECUTIVE BRANCH ETHICS COMMISSION:




Chair, William David Denton




Date




Vice Chair, William G. Francis



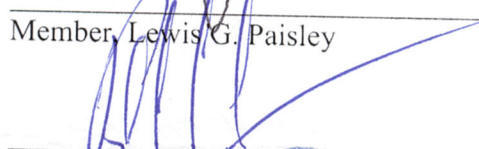
Date




Member, Lewis G. Paisley



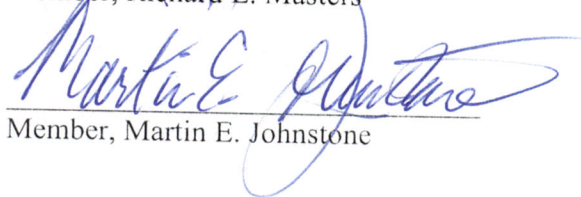
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Member, Richard L. Masters



Date



Member, Martin E. Johnstone



Date

**APPENDIX A
CASE NO. 14-018
INITIATING ORDER**

ALLEGATION OF VIOLATIONS

The Respondent, John Rittenhouse, was at all relevant times an employee of the Commonwealth of Kentucky, serving in the Department of Parks (“Department”), Tourism, Arts and Heritage Cabinet. As such, the Respondent is subject to the jurisdiction of the Commission. KRS 11A.010(9)(h).

During the course of its preliminary investigation, the Commission found probable cause to believe that John Rittenhouse committed the following violation:

COUNT I

John Rittenhouse, within six (6) months of his termination of his employment as an “officer,” as defined by KRS 11A.010(7), serving as the Park Manager of Kenlake State Resort Park, Department of Parks, Tourism, Arts and Heritage Cabinet, knowingly by himself, or through any business in which he owns or controls an interest of at least five percent (5%), or by any other person for his use or benefit or on his account, undertook, executed, held, bid on, negotiated, or enjoyed, in whole or in part, any contract, agreement, lease, sale, or purchase made, entered into, awarded, or granted by the agency by which he was employed.

Specifically, in April of 2013, Rittenhouse resigned from his position as Park Manager for Kenlake State Resort Park with the Department. Immediately after resigning and at least by April 15, 2013, Rittenhouse took the position of manager at the restaurant, Jolly’s Dairy Bar and Grill. By July of 2013, Rittenhouse had entered into a contract to purchase Jolly’s Dairy Bar and Grill by the end of a three (3) year term and had paid Scott Jolly, the owner of the restaurant, \$15,000 towards the purchase of the restaurant. On or about August 1, 2005, Jolly’s Dairy Bar and Grill entered into a fifteen (15) year lease agreement with BMAR & Associates (“BMAR”;

successor ABM Government Services). BMAR subleased the marina facility, at which Jolly's Dairy Bar and Grill is located, from the Department on or about June 20, 2005. As such, Rittenhouse, by serving as manager and part owner of Jolly's Dairy Bar and Grill, is benefiting and enjoying, in whole or in part, a contract, agreement, and lease entered into, awarded, or granted by the Department, for which he was employed, within six months of his termination of employment with the Department.

These facts constitute violations of KRS 11A.040(6).

KRS 11A.040(6) provides:

- (6) A former officer or public servant listed in KRS 11A.010(9)(a) to (g) shall not, within six (6) months of termination of his employment, knowingly by himself or through any business in which he owns or controls an interest of at least five percent (5%), or by any other person for his use or benefit or on his account, undertake, execute, hold, bid on, negotiate, or enjoy, in whole or in part, any contract, agreement, lease, sale, or purchase made, entered into, awarded, or granted by the agency by which he was employed. . . .

(End of document)