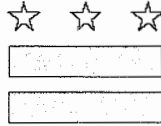


**GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ETHICS AND GOVERNMENT ACCOUNTABILITY**



Office of Government Ethics

In Re: J ██████ Bazemore
Case No.: 1344-002

NEGOTIATED DISPOSITION

Pursuant to section 221 (a)(4)(E) of the Board of Ethics and Government Accountability Establishment and Comprehensive Ethics Reform Amendment Act of 2011 (“Ethics Act”), effective April 27, 2012, D.C. Law 19-124, D.C. Official Code § 1-1161.01 et seq., the Office of Government Ethics (the “Office” or “OGE”) hereby enters into this public negotiated settlement agreement with the Respondent, J ██████ Bazemore.¹ Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent worked as a Support Services Specialist at the Child and Family Services Agency (“CFSA”). Respondent was responsible for coordinating CFSA’s fleet share vehicles and Zipcar account trainings and reservations. Respondent’s tour of duty consisted of eight-hour shifts from 12:30 p.m. until 9:00 p.m. Respondent was not required to work after his tour of duty, on weekends, or holidays. Neither was Respondent authorized to use the agency’s fleet share vehicles or Zipcar vehicles outside of his tour of duty. Respondent’s office was located at 200 I Street SE location.

According to the evidence, Respondent reserved and used vehicles under CFSA’s Zipcar account without authorization. Respondent’s usage of Zipcar vehicles occurred from March 2016 through February 2017. An investigation revealed that over the course of his employment with CFSA, Respondent excessively and inappropriately used Zipcar vehicles by using them outside of his regular work hours, weekends, holidays, and while he was out on sick and annual leave. For example:

¹ Section 221 (a)(4)(E) of the Ethics Act provides, in pertinent part, that “[i]n addition to any civil penalty imposed under this title, a violation of the Code of Conduct may result in the following: . . . Any negotiated disposition of a matter offered by the Director of Government Ethics, and accepted by the respondent, subject to approval by the Ethics Board.”

On Tuesday, March 15, 2016, Respondent reserved and used a Zipcar vehicle under CFSA's account for two days. He drove the vehicle sixty-one miles and ended his usage at 10:30 p.m. on March 16th, which was outside of his tour of duty. Respondent's usage resulted in a charge of \$132.00.

On Friday, July 1, 2016, Respondent reserved a Zipcar vehicle from 10:00 p.m. until 11:30 p.m. Respondent did not drive the vehicle but incurred a \$111.47 charge, which included a \$99.00 reservation change fee and \$12.47 rate charge. Respondent reserved a different Zipcar vehicle at 11:30 p.m. and used that vehicle until, Sunday, July 3rd at 11:30 p.m. He drove a total of 215 miles and incurred a charge of \$198.00.

On Friday, July 8, 2016, Respondent used a Zipcar vehicle from 11:30 p.m. until Monday, July 8th at 4:00 p.m. Respondent drove a total of 265 miles and incurred a charge of \$287.70. On Friday, August 12, 2016, Respondent used a Zipcar vehicle from 3:00 p.m. until Wednesday, August 16th at 1:30 a.m. Respondent drove a total of 311 miles and incurred a charge of \$363.75.

In sum, Respondent reserved and used vehicles under CFSA's Zipcar account for a total of sixty-two days. Respondent incurred a total cost of \$5504.82. In addition, Respondent used his official credentials to submit invoices for payment by CFSA for his unauthorized usage.

II. NATURE OF MISCONDUCT

Respondent's conduct is in violation of at least one section of the District Personnel Manual ("DPM"), as set forth below:

- ❖ **One:** Chapter 18, § 1808.1, which states: "[a]n employee has a duty to protect and conserve government property and shall not use such property, or allow its use, for other than authorized purposes."

Respondent's personal usage of CFSA's Zipcar account constituted misusing government property because he used the vehicles for other than authorized purposes. In many instances Respondent's usage of the vehicles extended well beyond his authorized work schedule and outside of his authorized work area. Not only did Respondent retain possession of the Zipcar vehicles for extended periods of time, he also accumulated excessive mileage. Clearly, Respondent's misuse caused an unnecessary expense to the District. In mitigation of his conduct, however, Respondent fully cooperated with OGE's investigation and expressed remorse for his actions.

III. TERMS OF THE NEGOTIATED SETTLEMENT

Respondent acknowledges that his conduct was in violation of the District Code of Conduct in that he misused government property. Respondent agrees to pay a **\$4,500.00** fine. Respondent agrees to pay the fine as follows: **\$400.00 per month, due on the 1st day of each month, beginning September 1, 2017.** Payment will be accepted by certified check or money order, made out to the D.C. Treasurer, and provided to OGE by in-person delivery.

Respondent also understands that if he fails to pay the **\$ 4,500.00** fine in the manner and within the time limit provided above, pursuant to Section 221 (a)(5)(A) of the Ethics Act (D.C. Official Code § 1-1162.21 (a)(5)(A)), the Ethics Board may file a petition in the Superior Court of the District of Columbia for enforcement of this settlement and the accompanying Board Order assessing the fine. Respondent agrees that this Negotiated Disposition is not just an admission of wrongdoing, but constitutes various factual admissions by him that may be used in any subsequent enforcement or judicial proceeding that may result from his failure to comply with this agreement.

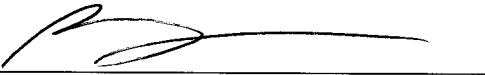
Respondent further understands that if he fails to adhere to this agreement, the Office may instead, at its sole option, recommend that the Ethics Board nullify this settlement and hold an open and adversarial hearing on this matter, after which the Board may impose sanctions up to the full statutory amount (\$5,000 per violation) as provided in the Ethics Act for each violation.² Because the Office is, at this time, foregoing requesting that the Ethics Board hold an open and adversarial hearing on this matter, Respondent agrees to waive any statute of limitation defenses should the Board decide to proceed in that manner as a result of Respondent's breach of this agreement.

The mutual promises outlined herein constitute the entire agreement in this case. Failure to adhere to any provision of this agreement is a breach rendering the entire agreement void. By our signatures, we agree to the terms outlined herein.



J. [Redacted] Bazemore

2017/07/26
Date



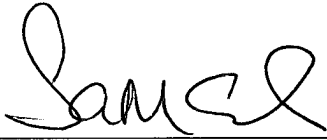
Brian K. Flowers
Interim Director of Government Ethics

7/28/17
Date

This agreement shall not be deemed effective unless and until it is approved by the Board of Ethics and Government Accountability, as demonstrated by the signature of the Chairman below.

² Section 221 (a)(1) (D.C. Official Code § 1-1162.21 (a)(1)).

APPROVED:



Tameka Collier
Chairperson, Board of Ethics and Government Accountability

8/3/17


Date



Norma Hutcheson
Board Member, Board of Ethics and Government Accountability

8/3/17

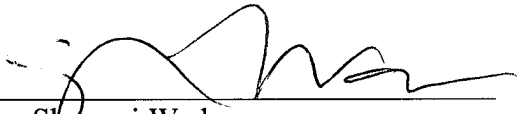
Date



Carol Schwartz
Board Member, Board of Ethics and Government Accountability

8/3/17

Date



Shomari Wade
Board Member, Board of Ethics and Government Accountability

8/3/17

Date