

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



Office of Government Ethics

In Re: B [REDACTED] Grayson  
Case No.: 1396-002

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, B [REDACTED] Grayson.<sup>1</sup> Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent works as a Contract Specialist in the Office of Contracting and Procurement (“OCP”). As a Contract Specialist, Respondent conducts acquisition related matters, such as: vendor selection, contract administration, pre-solicitation, and contractor performance evaluations. In addition to his essential duties, Respondent was assigned to work on a project that required travel to eight different homeless shelters within the District. Respondent was authorized to use fleet share vehicles. Respondent’s tour of duty is from 8:00 a.m. until 5:00 p.m., and he is not required to work after hours, nor on the weekends. Neither was Respondent authorized to travel outside of the District to perform his job duties.

According to the evidence, Respondent misused government vehicles from September 2015 until March 2016. An investigation revealed that Respondent excessively and inappropriately used government vehicles by driving them outside of his regular tour of duty and on the weekends. The investigation also revealed that Respondent used government vehicles to travel to several parts of Maryland and Virginia. For example:

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<sup>1</sup> 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 September 15, 2015, Respondent used a government vehicle from 4:00 a.m. until 1:00 p.m., which included travel into northern Virginia. On September 21st, Respondent used a vehicle from 3:00 p.m. until 10:00 p.m., which included travel into Prince George's County Maryland. On October 10th, Respondent used a vehicle from 1:30 p.m. until 12:30 a.m. Respondent's usage included travel into Maryland, and he accumulated eighty-two miles. On January 16th, Respondent used a vehicle from 7:00 a.m. until 5:00 p.m., which was within his tour of duty; however, he used the vehicle to travel into Maryland. In addition to the aforementioned dates, Respondent used a fleet share vehicle on six additional occasions for travel during the evenings and outside of the District.<sup>2</sup>

On Thursday, March 10, 2016, Respondent used a government vehicle to travel to his home in Maryland in order to retrieve some files for work. While Respondent was in his home, the vehicle reservation expired, which caused the vehicle to lock and Respondent was unable to get back into the vehicle. The vehicle remained at Respondent's home until he could get another vehicle reservation on Sunday, March 13th, at which time he drove the vehicle back to the fleet share parking lot located at 6400 New York Ave. However, according to Respondent, once he arrived at the parking lot he realized that he did not have transportation to get home, so he drove the vehicle back to his residence. In an effort to avoid being locked out of the vehicle a second time, Respondent left the engine running overnight until Monday morning when he returned the vehicle.

In addition to Respondent's above mentioned usage, he used government vehicles to transport his children to school, and to transport himself to school. Respondent admits that the aforementioned instances were for personal rather than official use.

## 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 government vehicles constituted a misuse of 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 work schedule and outside of his authorized geographical work area. Not only did Respondent retain possession of government vehicles for extended periods of time, on one occasion he risked having a vehicle stolen by leaving the engine running overnight, outside of his home. Clearly, Respondent's misuse of

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<sup>2</sup> The dates that correspond with this usage include: February 1st, 13th, 14th, 21st; and March 4th and 7th.

government vehicles 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 **\$2,500.00** fine and attend ethics training provided by OGE within six months of the full execution of this Negotiated Disposition Agreement. Respondent also promises not to engage in such conduct in the future. The fine shall be paid by having **\$250** per pay period automatically deducted from Respondent's bi-weekly paycheck from the District government commencing immediately and continuing until such time as the fine amount is fully satisfied. By this agreement, Respondent expressly authorizes the Office of Pay and Retirement Services (OPRS) to make these deductions and to transfer such funds to the Board of Ethics and Government Accountability. In the event that Respondent's employment with the District government ceases prior to complete satisfaction of the fine amount, Respondent agrees that any outstanding fine amount will be satisfied by deduction in full from Respondent's final District government paycheck and/or any payment to the Respondent from the District government for unused annual leave. Respondent acknowledges that, whether or not OPRS completes these deductions as described herein, Respondent is nonetheless solely responsible for satisfying the fine amount.

Respondent also understands that if he fails to pay the **\$2,500.00** 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.<sup>3</sup> 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.


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<sup>3</sup> Section 221 (a)(1) (D.C. Official Code § 1-1162.21 (a)(1)).

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.

  
B  Grayson

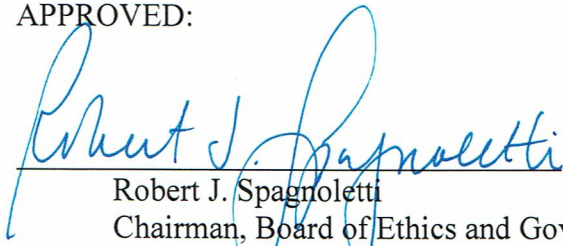
5/11/2016  
Date

  
Darrin Sobin  
Director of Government Ethics


5/11/16  
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.

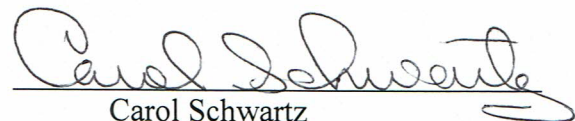
APPROVED:

  
Robert J. Spagnoletti  
Chairman, Board of Ethics and Government Accountability

6/9/16  
Date

  
Deborah A. Lathen  
Board Member, Board of Ethics and Government Accountability

6/9/16  
Date

  
Carol Schwartz  
Board Member, Board of Ethics and Government Accountability

6/9/16  
Date