

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



Office of Government Ethics

In Re: N [REDACTED] Adams
Case No.: 1137-007

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, N [REDACTED] Adams.¹ 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 [REDACTED] in the Child Support Services Division of the Office of the Attorney General for the District of Columbia. On July 2, 2015, OGE investigators observed Respondent’s vehicle parked within the vicinity of 4th and E Street, N.W. Washington, D.C., with a Metropolitan Police Department (MPD) parking placard displayed on the dashboard and visible through the windshield. Subsequently, on July 7, 2015, OGE investigators observed Respondent’s vehicle parked at the corner of 3rd and E Street, N.W., with the same type of MPD parking placard on the dashboard.

On July 9, 2015, Respondent was interviewed by OGE staff and an Office of the Inspector General (OIG) investigator. Based on OGE’s photographs, Respondent identified her vehicle, which contained the MPD parking placard on the dashboard. The parking placard consisted of the MPD logo, surrounded by the words, “Metropolitan Police,” and the word “POLICE,” in large bold letters, appearing next to the logo. The MPD parking placard is used by police officers to gain free parking when attending court. Respondent stated that she received the parking placard from a fellow co-worker and had been in possession of the placard for three weeks. Respondent stated that she intentionally used the parking placard only once, which

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.”

occurred on a day that she returned to the District from Maryland during work hours. Respondent admitted that the parking placard had been in her vehicle since it was given to her, but stated that she did not receive any parking advantage because of it.

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 usage of the MPD parking placard constituted misuse of government property because she was not an authorized law enforcement officer. Although Respondent states that she did not intend to obtain free parking (she received parking citations anyway), she did in fact display it on her dashboard on at least two occasions. Whether or not she received a parking advantage from her usage of the placard does not explain or excuse her actions. In mitigation of her conduct, however, Respondent surrendered the parking placard after the interview on July 9th and has fully cooperated with OGE's investigation. Respondent acknowledges that her conduct was in violation of the District Code of Conduct and agrees not to engage in such conduct in the future.

III. TERMS OF THE NEGOTIATED SETTLEMENT


Respondent agrees to pay a **\$1,200.00** 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 **\$50** 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.

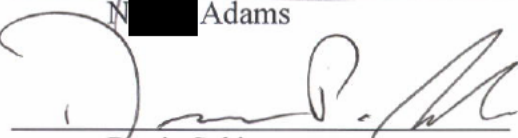
Respondent also understands that if she fails to pay the **\$1,200.00** fine in the manner and within the time limit provided above, pursuant to Section 221 (a)(5)(A) of the Ethics Act (D.C. Official

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 her that may be used in any subsequent enforcement or judicial proceeding that may result from her failure to comply with this agreement.

Respondent further understands that if she 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.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.



N. Adams


Darrin Sobin
Director of Government Ethics

1/13/14
Date

1/13/16
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

1/14/16
Date

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