

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



Office of Government Ethics

In Re: R. James
Case No.: 1154-005

NEGOTIATED DISPOSITION

Pursuant to section 221(a)(4)(A)(v)¹ 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 (“OGE”) hereby enters into this Public Negotiated Disposition with the Respondent, R. James. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent is a Management Analyst with the Department of Health Care Finance (“DHCF”), which is located at 441 4th Street, Northwest in Washington, District of Columbia. At all times relevant hereto, Respondent was also an Advisory Neighborhood Commissioner (“ANC”) for Ward 5. Respondent received ANC Parking Placard No. [REDACTED] for her use when conducting official ANC business.

Use of the ANC parking placard included abiding by its restrictions. Specifically, Section 2420.3 of Title 18 of the District of Columbia Municipal Regulations (“DCMR”) provides that “[an ANC] while on official business and occupying a vehicle displaying an ANC parking placard . . . may park the vehicle at any . . . parking meter without the requirement of payment of meter fees” Section 2420.5 of Title 18 of the DCMR provides further it is a violation to use the ANC parking placard for “special parking privileges while not on official business.” Respondent was the owner of a 2007 Chevrolet Malibu, bearing D.C. license plate [REDACTED]. Respondent displayed her ANC parking placard on her dash board. The reverse side of Respondent’s ANC parking placard confirmed these DCMR regulations.

On or about August 14, 2014, Respondent’s 2007 Chevrolet was observed parked next to a meter in the area of 441 4th Street, Northwest in Washington, District of Columbia. A complaint was made with OGE. OGE forwarded the complaint to the Office of the Inspector General (“OIG”).

During the course of an investigation conducted by OIG, Respondent admitted to OIG investigators that she used the placard during her DHCF tour of duty. Respondent did so because she considered herself to be on duty as an ANC at all times even when working in other government capacities. Respondent admitted further to using the placard to avoid parking tickets.

¹ Section 221(a)(4)(A) 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.”

Respondent advised OIG investigators that Gottlieb Simon, Director of the Office of Advisory Neighborhood Commissioners, advised her in August 2014 that she could not use the ANC parking placard in that manner. As a result, she stopped using the ANC parking placard when she was not conducting official ANC business after that time.

II. NATURE OF VIOLATIONS

Respondent's conduct is in violation of District Personnel Manual ("DPM") Chapter 18, § 1800.3(m), which states: "Employees shall adhere to all federal, state, and local laws and regulations." D.C. Official Code § 1-309.12(d)(3)(D) establishes that rules regarding the ANC's parking privileges while on official business will be promulgated. 18 DCMR §§ 2420.3, 2420.5 provide that ANCs shall only use ANC parking placards when conducting official ANC business and that use of the parking placard in any other manner is a violation, respectively.

Respondent used her ANC parking placard during her tour of duty as a Management Analyst at DHCF, when she was not on administrative leave. During this time, Respondent was not conducting official ANC business. Consequently, Respondent's conduct violates DPM § 1800.3(m).

III. TERMS OF THE NEGOTIATED DISPOSITION

Respondent acknowledges that her conduct violated the District Code of Conduct. Respondent agrees to pay a fine in the amount of **\$500.00** and promises not to engage in such conduct in the future. In return for Respondent's acknowledgement and promise, the Office will not seek any further remedy or take any further action relating to the above misconduct. The fine shall be paid by having **\$500.00** 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 \$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 Negotiated Disposition 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 Ethics Board may impose sanctions up to the full statutory amount (\$5,000.00 per violation) as provided in the Ethics Act for each violation. Because the Office is, at this time, foregoing requesting that the Ethics Board hold an open and adversarial hearing on this matter, Respondent waives any statute of limitation defenses should the Ethics 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 the above-titled action. By our signatures, we agree to the terms outlined herein.


R. James

10/12/2016
Date


Darrin P. Sobin
Director of Government Ethics

10/12/16
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

10/13/16
Date

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DS/BF/RC