

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

Office of Government Ethics



In Re: K. Barnes  
Case No. 23-0007-P

**NEGOTIATED DISPOSITION:**

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

**FINDINGS OF FACT:**

Respondent has served as the Program Manager of the Violence Intervention and Prevention Program (Violence Intervention) at the Office of Neighborhood Safety and Engagement (ONSE) since December 2020. In that role, the Respondent was initially only responsible for providing oversight to Violence Intervention contractors, however, when the Administrative Officer who performed the procurement duties for ONSE left the organization, the Respondent’s responsibilities expanded to include management of Violence Intervention’s budget and procurement matters. In addition to her District employment, the Respondent also serves as an independent contractor for East of the River Clergy Police Community Partnership (ERCPCP) through her non-profit organization, “Bridging the Gap DC,” where she performs quality assurance functions for ERCPCP related to their work with the Department of Youth Rehabilitation Services.<sup>2</sup>

In or around 2021, ONSE issued a grant to the not-for-profit organization, Progressive Life Center, to provide programmatic and fiscal oversight for the Violence Interruption programs. On or about August 19, 2022, with the approval of Deputy Director, D. McDaniel Progressive Life Center entered into a subcontract agreement with ERCPCP, wherein ERCPCP agreed to provide “fiscal facilitation, oversight and support” for various events and programs associated with the ONSE Violence Intervention programs. The term of the contract with ERCPCP was 38 days. As part of her duties the Respondent approved payments to ERCPCP, communicated with ERCPCP throughout the duration of the grant agreement, and monitored ERCPCP’s performance.<sup>3</sup> Deputy Director, D. McDaniel allocated \$740,000.00, for the subcontract agreement with ERCPCP, however, Respondent explained that ERCPCP only received around \$19,293.67. Further, after the Respondent, and other ONSE staff performed a reconciliation for unallowable costs, unapproved

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

<sup>2</sup> Prior to joining ONSE, the Respondent was a full-time employee at ERCPCP.

<sup>3</sup> The term of the grant agreement was from August 19, 2021, through September 30, 2021.



spending, and unspent funds, ERCPCP was made to return 6,409.47. As a result, ERCPCP was ultimately paid \$12,884.20.

### NATURE OF MISCONDUCT

Respondent violated the following provision of the District's Code of Conduct:

**Count One:** No employee shall use his or her official position or title, or personally and substantially participate, through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, in a judicial or other proceeding, application, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, or other particular matter, or attempt to influence the outcome of a particular matter, in a manner that the employee knows is likely to have a direct and predictable effect on the employee's financial interests or the financial interests of a person closely affiliated with the employee, in violation of D.C. Code § 1-1162.23(a).

- Per D.C. Official Code § 1-1161.01(43), ERCPC is a "person closely affiliated" with Respondent because she performs quality assurance functions for ERCPCP as a contractor. Respondent violated this rule when she approved payments to ERCPCP under their contract with Progressive Life Center, despite working for ERCPCP as an independent contractor through her non-profit organization. She also violated the rule by monitoring ERCPCP's performance. Respondent should have recused from participating in any matters that involved ERCPC.

The Respondent's conduct as described above was not knowingly authorized by the District of Columbia. In mitigation, Respondent cooperated with this Office's investigation. Moreover, by agreeing to settle this matter via a negotiated disposition, Respondent will allow OGE to avoid expending significant time and resources to litigate this matter through a contested hearing, and to focus its finite resources on other investigations.

### TERMS OF THE NEGOTIATED SETTLEMENT

Respondent acknowledges that her conduct was a violation of the Code of Conduct. Respondent agrees to pay a fine in the amount of **\$2,500.00** to resolve this violation of the District Code of Conduct, in accordance with the following terms and conditions:

1. Respondent authorizes the Office of Pay and Retirement Services (OPRS) to transfer such funds to the Board of Ethics and Government Accountability from Respondent's paycheck or annual leave balance;
2. Respondent acknowledges that, whether or not, OPRS completes the transfer as described herein, Respondent is nonetheless solely responsible for satisfying the fine amount and may do so using the following payment link:  
<https://dcwebforms.dc.gov/pay/bega1/>



3. The total fine amount shall be due in full on or before **November 2, 2023**, (the "Maturity Date").


In consideration of Respondent's acknowledgement and agreement, OGE will seek no further remedy and will take no further action related to the above misconduct.

Respondent acknowledges that if Respondent 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 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 acknowledges and understands that this Negotiated Disposition is binding upon herself and OGE in resolution of her violations of the Code of Conduct that applies to District government employees and public officials. Respondent knowingly and willingly waives her right to appeal the accompanying Board Order imposing a fine in this matter in exchange for the concessions made by this Office in this Negotiated Disposition.

Respondent further understands that if she fails to adhere to this agreement, OGE may instead, at its sole option, send any unpaid fine amount to collections or 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.<sup>4</sup> Because OGE 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 matter as a result of Respondent's breach of this agreement. Respondent also understands that if she fails to pay the fine in accordance with the terms set forth hereinabove, 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.

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 therein.

  
K. Barnes  
Respondent

24 / 12 / 23  
Date

<sup>4</sup> Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).





Ashley D. Cooks  
Director of Government Ethics

5/2/2023

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 Chairperson below.

APPROVED:



Norma Hutcheson  
Chairperson, BEGA  
#23-0007-P  
MJ/RC/AC

5/4/2023

Date

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

Office of Government Ethics

IN RE: K ■ Barnes

Respondent

CASE No.: 23-0007-P

ORDER

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on May 4, 2023, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)**.

This Order is effective upon approval by the Board of Ethics and Government Accountability, as demonstrated by the signature of the Chairperson below.

*Norma B. Hutcheson*

NORMA HUTCHESON  
Chair, Board of Ethics and Government Accountability

5/4/2023

Date