

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



Office of Government Ethics

In Re: T. Jamison
Case No.: AI-023-13

NEGOTIATED DISPOSITION

Pursuant to section 221(a)(4)(E)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 (the “Office”) hereby enters into this negotiated settlement agreement with the Respondent, T. Jamison. Ms. Jamison agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

T. Jamison has been a Contract Representative at the D.C. Department of Consumer and Regulatory Affairs (“DCRA”) for approximately ten years. For approximately two years, from early 2010 to early 2012, Ms. Jamison used a District of Columbia disability placard issued to her sister to park in the vicinity of Ms. Jamison’s D.C. work location. Ms. Jamison used the disability placard issued to her sister every work day for approximately two years so that she did not have to pay to park and so that she could remain in one parking spot all day. Ms. Jamison hung the placard on the rear view mirror with the assigned numbers displayed. Ms. Jamison’s sister, to whom the disability placard had been issued, was not with Ms. Jamison when Ms. Jamison used the disability placard to park in the vicinity of her D.C. work location.

Ms. Jamison acknowledges that if she did not use the disability placard to park in the vicinity of her D.C. work location she would have had to pay to park at a parking meter and there would have been a two-hour parking limit.

II. NATURE OF MISCONDUCT

Ms. Jamison’s conduct is in violation of the District Personnel Manual (“DPM”) Chapter 18, § 1806.1, which states: “A District employee shall not use or permit the use of government property, equipment, or material of any kind, including that acquired through lease, for other than officially approved purposes.”

Because Ms. Jamison used a disability placard, issued by the District of Columbia government to her sister, for her own personal use and to her financial benefit, Ms. Jamison used that disability placard for

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.”

other than officially approved purposes. Ms. Jamison's use of the disability placard in the manner described above constitutes misuse of District government equipment.

III. TERMS OF THE NEGOTIATED SETTLEMENT

Ms. Jamison acknowledges that her conduct was in violation of the District Code of Conduct. Ms. Jamison agrees to pay a fine in the amount of \$500 and promise not to engage in such conduct in the future. In return for Ms. Jamison's acknowledgement and promise, the Office will not seek any further remedy or take any further action relating to the above misconduct.

Ms. Jamison understands that the \$500 fine is payable to the Board of Ethics and Government Accountability Fund no later than 30 calendar days from the full execution of this Negotiated Settlement Agreement. Ms. Jamison also understands that if she fails to pay the \$500 fine in the manner and within the time limit provided above, pursuant to Section 221(a)(5)(A) of the Ethics Act, the Ethics Board may file a petition for enforcement of this order assessing this penalty in the Superior Court of the District of Columbia.

Ms. Jamison further understands that if she fails to adhere to this agreement, the Office will recommend that the Ethics Board hold an open and adversarial hearing on this matter.² Because the Office is, at this time, foregoing requesting that the Ethics Board hold an open and adversarial hearing on this matter, Ms. Jamison agrees to waive any statute of limitation defenses should the Board decide to proceed in that manner as a result of Ms. Jamison'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.

_____/s/_____
T. Jamison

____4/9/13_____
Date

_____/s/_____
Darrin Sobin
Director of Government Ethics

____4/10/13_____
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:

_____/s/_____
Robert J. Spagnoletti
Chair, Board of Ethics and Government Accountability

____4/11/13_____
Date

² D.C. Official Code § 1-1162.14(a)(1)