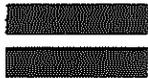


**GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ETHICS AND GOVERNMENT ACCOUNTABILITY**



Office of Government Ethics



In Re: C [REDACTED] Snowden
Case No. 1398-001

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, 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, C. Snowden. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

FINDINGS OF FACT:

Respondent currently serves as Deputy Mayor for Greater Economic Opportunity (“DMGEO”), a position she has held continuously since April 2015. According to its website, the mission of the Office of the DMGEO is to “facilitate investment and job creation in underserved District of Columbia communities in order to improve economic opportunities for residents in those communities.”² As DMGEO, Respondent is an “employee” of the District of Columbia government, such that she must abide by the District’s ethics laws, or “Code of Conduct,” which includes Chapter 18 of Title 6B of the District of Columbia Municipal Regulations (“District Personnel Manual”).³

According to the evidence, in 2015, several unpaid interns who were hired through the Mayor’s Leadership Engagement and Development (“LEAD”) Program were assigned to Respondent’s office. On or about August 4, 2015, Respondent asked a LEAD intern to transport her child to her parents’ home during regular working hours. The intern agreed to Respondent’s request, and took Respondent’s child from the DMGEO office to Respondent’s parents’ home in northwest D.C., using an Uber transport ordered and paid for by Respondent. Several DMGEO staff members who were familiar with this incident, including the intern, stated that this trip occurred during working hours. Respondent acknowledged that this incident occurred and that she compensated the intern. Although Respondent’s recollection was that this trip took place after the intern’s normal working hours, Respondent has agreed not to dispute the timing of the trip to facilitate expeditious resolution of this matter.

¹ 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.”

² <https://dmgeo.dc.gov/page/about-dmgeo> (last accessed March 26, 2018).

³ D.C. Official Code § 1-1161.01(7).

On the afternoon of August 13, 2015, Respondent left her child at the DMGEO office under the supervision of DMGEO staff while she attended a meeting out of the office. Respondent stated that she made arrangements for a care giver to pick up her child prior to the meeting however, the care giver was running late and stated that she would pick the child up in ten minutes. Ultimately, the care giver was unable to pick up the child due to vehicle issues. DMGEO staff remained at the office with Respondent's child for several hours, until approximately 6:30 p.m., at which point Respondent returned to the DMGEO office to retrieve her child.

On August 27, 2015, Respondent asked several DMGEO staffers to pick up her child from school during regular working hours while she attended a required meeting. DMGEO staff with knowledge of this matter stated that they did not pick up Respondent's child and Respondent acknowledged that she ultimately picked up her child from school that day.

NATURE OF MISCONDUCT

Respondent used government time or resources for other than official business and requested that her staff perform unauthorized personal services (childcare) on three separate occasions. As such, Respondent violated the following provisions of the District Personnel Manual ("DPM"):

- ❖ Counts One and Two: Using Time or Resources for Other than Official Business in violation of DPM §1807.1(b).
 - On or about August 4, 2015, at Respondent's request, a government intern transported the Respondent's child to her parents' home during working hours.
 - On August 13, 2015, Respondent left her child in the DMGEO office under the care and supervision of DMGEO staff while she attended a required meeting.
- ❖ Count Three: Ordering, directing, or requesting subordinate . . . employees to perform during regular working hours any personal services . . . [un]related to official District government functions in violation of DPM §1807.1(c).
 - On August 27, 2015, Respondent asked DMGEO staff to pick up her child from school while she attended a meeting. No staff person picked up Respondent's child from school.

None of the above-referenced incidents were authorized, nor did they support the office of the DMGEO's mission.

Respondent accepted full responsibility for her actions and expressed remorse when meeting with OGE employees to resolve this matter. Respondent identified the following factors as mitigating circumstances to be considered by OGE in deciding upon an appropriate remedy in this matter, which factors OGE took into consideration and gave such weight as OGE believed was warranted:

- The long work hours required by her Deputy Mayor position;
- The timing of these incidents, which occurred relatively early in her appointment as Deputy Mayor, when she was still transitioning into the role; and
- Her status as a single mother.

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 violated the District Code of Conduct. Respondent agrees to pay a total fine in the amount of \$3,000.00, to resolve these three violations of the District Code of Conduct, in accordance with the following terms and conditions:

1. Respondent agrees to satisfy her fine (\$3,000.00) by tendering twelve (12) monthly payments of \$250.00 to OGE, beginning October 1, 2018, and continuing on the 1st day of each month thereafter;
2. All outstanding amounts not paid against the fine will be due in full on or before September 1, 2019 (the "Maturity Date").

All payments will be submitted by certified check or money order, made out to the D.C. Treasurer, and delivered to and received by OGE at 441 4th Street N.W., Suite 830 South, Washington D.C. 20001.

Respondent promises not to engage in such conduct in the future. At the direction of OGE staff, Respondent completed Executive Ethics training on May 30, 2017.

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 or to the other allegations described in the Office of the Inspector General's Report of Investigation 2015-0510.

Respondent acknowledges and understands that this Negotiated Disposition is only binding upon herself and OGE in resolution of her alleged violations of the Code of Conduct that applies to District government employees and public officials. Respondent acknowledges and understands that OGE does not have the authority to bind any other District or federal government agency to this agreement, including but not limited to the Metropolitan Police Department, the District of Columbia Office of the Attorney General ("OAG"), the United States Attorney for the District of Columbia ("USAO") or the United States Department of Justice ("DOJ"). Respondent further acknowledges and understands that notwithstanding the terms of this Negotiated Settlement, her conduct described hereinabove may also subject her to the imposition of civil and/or criminal penalties by other government agencies who are not bound by the terms of this agreement whatsoever.



C  Snowden
Respondent

9/20/18
Date

Respondent understands that if she fails to pay the full \$3,000.00 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 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 also understands that, pursuant to section 217 of the Ethics Act (D.C. Official Code § 1-1162.17), she has the right to appeal any order or fine made by the Ethics Board. Nonetheless, the Respondent knowingly and willingly waives her right to appeal

the accompanying Board Order assessing the \$3,000 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, 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 per violation) as provided in the Ethics Act for each violation.⁴ 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 matter 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 therein.

[Redacted Signature]

C. Snowden
Respondent

9/20/18
Date

Brent Wolfingbarger
Brent Wolfingbarger
Director of Government Ethics

10-3-2018
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:

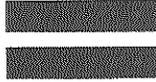
Tameka Collier
Tameka Collier
Chairperson, Board of Ethics and Government Accountability

10-4-18
Date

#1398-001 In re C. Snowden

⁴ Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).

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



IN RE: C [REDACTED] Snowden
Respondent

CASE No.: 1398-001

ORDER

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on October 4, 2018, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of THREE THOUSAND DOLLARS (\$3,000.00).

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

Handwritten signature of Tameka Collier in black ink.

TAMEKA COLLIER
Chair, Board of Ethics and Government Accountability

Oct 4, 2018

Date