

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



Office of Government Ethics

In Re: C. Garris
Case No. 23-0091-P

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

FINDINGS OF FACT

Respondent has been employed as a Recreation Specialist with the DC Department of Parks and Recreation (“DPR”) since February 27, 2012. Respondent’s tour of duty is Monday through Friday from 11:30am to 8:00pm. Respondent’s duties were to create and manage music/production/artistic youth and teen programs. These programs were facilitated by Respondent and private program partners. As part of his duties, Respondent was required to create procurement Statements of Work (“SOW”) for program partners. Respondent is also the sole owner of Innovative Recordings LLC (“Innovative Recordings”).

On June 1, 2023, an Invoice requesting payment of \$9,990.00 for studio engineering supplies was submitted to DPR by a person named Toy Ogden (“Ms. Ogden”). Ms. Ogden submitted the invoice on behalf of Innovative Recordings for Purchase Order 686077-V2 requesting payment of \$9,990.00 (Invoice No. 2²). On June 26, 2023, another Invoice was submitted by Ms. Ogden on behalf of Innovative Recordings for Purchase Order 686077-V2 requesting \$20,666.67 (Invoice No. 1) for two (2) engineers to provide studio engineering services. Both invoices were submitted to Recreation Specialist, Merideth Dixon, who, in response, requested that Ms. Ogden provide a Certificate of Clean Hands, a DC Business License, and a Certificate of Insurance. Respondent subsequently asked his manager when the vendor, Innovative Recordings, would receive the requested payments.

On July 19, 2023, Respondent’s manager asked him for Innovative Recordings’ contact information. Respondent instructed her to contact Ms. Ogden. Respondent’s manager informed him that because Ms. Ogden was not listed on the contract, DPR would need the owner’s contact information. Respondent provided the contact information for “Kevin Brewer”. Respondent’s manager was unable to reach anyone at Innovative Recordings with the contact information provided by Respondent. Respondent’s manager then pulled the DC Business License for Innovative Recordings, which showed that the Respondent was the sole owner.

Respondent and his manager met the evening of July 19, 2023; at the meeting Respondent admitted to being the

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 There is an inconsistency in the correlation between the invoice numbers and their respective submission dates, as Invoice 2 was submitted prior to Invoice 1.

owner of Innovative Recordings. Respondent's manager immediately informed the Office of the Chief Procurement Officer ("OCP") of the matter and an OCP employee served Respondent with a Stop Work Notice and rejected both invoice requests.

A review of past information revealed that Innovative Recordings is listed on the DC Supply Schedule ("DCSS"). The DCSS, is the District's multiple-award schedule for providing commercial products and services to District government agencies. On September 10, 2019, Respondent accepted a contract award from OCP. The contract was an *Indefinite Delivery Indefinite Quantity* contract, for FY19 with four option years. Respondent signed the agreement for the award, accepting the terms of the District's Standard Contract Provisions.

The Respondent authored the Statement of Work ("SOW") for the Request for Proposals (RFPs) listed on the DCSS of which he submitted bids (on behalf of Innovative Recordings) and subsequently secured awards. Purchase Orders PO665063 and PO481776 were allocated to the contract awards granted to Innovative Recordings. The Respondent assumed the responsibility of supervising the effective implementation of the awarded company's work, ensuring that Innovative Recordings fulfilled its contractual obligations for the specified Purchase Orders. Consequently, due to the Respondent's approvals, Innovative Recordings received payments totaling \$70,910.01 from DPR.³

The Respondent additionally facilitated several payments to music recording and production vendors through his personal PayPal account via his government email. These vendors were engaged in delivering services to Innovative Recordings. Notably, the PayPal account in use was associated with the Respondent's personal credit card, but it was linked to his government email address. The government email of the Respondent was utilized in these transactions, potentially creating a misconception that the payments originated from the District rather than personally from the Respondent.

In an interview with OGE, Respondent admitted to creating the scope of work for the solicitations and then applying for them on behalf of Innovative Recordings. Respondent admitted that he approved his own invoices and did Innovative Recordings work during his tour of duty. Respondent stated that he did not profit from his contract work with the District and that he felt the need to do what he did to make sure that the kids were able to have a good program and because time was running out to find someone to perform the work.

NATURE OF MISCONDUCT

Respondent violated the following provisions of the District Personnel Manual ("DPM") and District of Columbia Code ("DC Code"):

- ❖ **Count One:** Using his official position, through decision, approval, disapproval, recommendation, for a contract. Influencing 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
 - Respondent violated this rule when he drafted the scope of work for contracts, applied for those contracts on behalf of his company Innovative Recordings, and verified the invoices submitted on behalf of company. Respondent engaged in conduct that violated the conflict of interest statute when he confirmed that Innovative Recordings had completed work outlined in PO665063 and PO481776 which resulted in payments totaling \$70, 910.01.
- ❖ **Count Two:** Using government time or resources for other than official business, or government approved or sponsored activities in violation of DPM § 1807.1(b).

³ The approval process of invoices goes through several layers of personnel. The first review being the Respondent to determine whether the work was performed, then by a manager, and then by admin personnel.

- Respondent violated this rule when he linked his PayPal account to his government email and when he made payments to vendors from his government linked PayPal account. Respondent violated this rule when he performed work for Innovative Recordings during his DPR tour of duty.
- ❖ **Count Three:** Serving in a representative capacity or as an agent or attorney for any outside entity involving any matter before the District . . . in violation of DPM § 1807.1(h).
- Respondent violated this rule when he negotiated contracts on behalf of Innovative Recordings with OCP.

Respondent fully cooperated with OGE and accepted responsibility for his actions. None of the above-referenced conduct was authorized by the District of Columbia.

TERMS OF THE NEGOTIATED SETTLEMENT

Respondent acknowledges that his conduct was a serious violation of the Code of Conduct. Respondent agrees to pay a fine in the amount of **FIFTEEN THOUSAND DOLLARS** (\$15,000.00), as outlined below. Additionally, Respondent agrees not to engage in such conduct in the future.

1. Respondent agrees to pay three (3) monthly installments of **\$602.00** beginning February 11, 2024 through April 11, 2024. Respondent agrees to then pay nine (9) monthly instalments of **\$1,466.00** beginning May 11, 2024, and continuing on the eleventh (11th) of each month until the entire fine amount is paid. Payment will be accepted by certified check or money order, made out to the D.C. Treasurer, delivered to and received by OGE at 1030 15th Street NW, Suite 700 West, Washington, DC 20005 or by electronic payment at <https://dcwebforms.dc.gov/pay/bega1/> using transaction ID 23-0091-P;
2. By this agreement, Respondent expressly authorizes the Office of Pay and Retirement Services (OPRS) to transfer any unpaid leave balance or final paycheck to BEGA on Respondent's behalf. In the event that OPRS transfers funds from Respondent's paycheck or unpaid leave, OGE will deduct that amount from the balance due.
3. Respondent agrees to satisfy the entire fine amount by March 1, 2025 (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. 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.

Respondent also understands that if he fails to pay the \$15,000.00 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 him that may be used in any subsequent enforcement or judicial proceeding that may result from his failure to comply with this agreement.

Respondent knowingly and willingly waives his 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 he 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

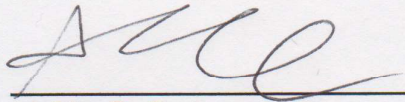
statutory amount (\$5,000.00 per violation) as provided in the Ethics Act for each violation.⁴ Because OGE is, at this time, foregoing requesting that the Ethics Board hold an open and adversarial hearing on this matter, Respondent waives any statute of limitation defenses should the Ethics Board decide to proceed in that matter as a result of Respondent's breach of this agreement. Respondent also understands that if he 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 above.

[REDACTED]

[REDACTED] **Garris**

Respondent



Ashley D. Cooks

Director of Government Ethics

Jan 10, 2024

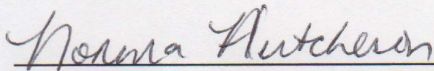
Date

1-12-2024

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,

Board of Ethics and Government Accountability

#23-0092

AC/MJ

1-11-24

Date

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

Office of Government Ethics



IN RE: [REDACTED] Garris
Respondent

CASE No.: 23-0091-P

ORDER

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on January 11, 2024, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of **FIFTEEN THOUSAND DOLLARS** (\$15,000.00).

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

Norma Hutcheson

Norma Hutcheson

Chairperson, Board of Ethics and Government Accountability

1-11-24

Date