

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



Office of Government Ethics

In Re: J [REDACTED] Morrow
Case No.: 1413-001

NEGOTIATED DISPOSITION

Pursuant to section 221 (a)(4)(E) 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” or “OGE”) hereby enters into this public negotiated settlement agreement with the Respondent, J [REDACTED] Morrow.¹ Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent works as a Program Support Assistant within the Fleet Administration Department at the Department of Public Works (“DPW”). Prior to her current position, which began on March 23, 2014, Respondent worked in DPW’s Parking Enforcement Division since July 11, 2005.

This case was referred to OGE on October 14, 2015 from the Office of the Inspector General (“OIG”). According to its investigation, on July 7, 2014, OIG received a confidential complaint that a District government employee had continued using her deceased mother’s reserved disability parking space and called the Metropolitan Police Department to report other residents who parked in the space.

The investigation revealed that on May 25, 2010, reserved disability parking permit #4-136 was issued to [REDACTED] for a space located in the front of her home at [REDACTED]. [REDACTED] shared that residence with Respondent, her daughter, and a disability parking placard for that reserved space was assigned to Respondent’s registered vehicle. [REDACTED] passed away in November 2012.

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.”

On July 22, 2014, an OIG special agent observed reserved disability parking permit #4-136 in the front of the [REDACTED] residence. During an interview conducted on July 29, 2014, Respondent admitted to using the reserved parking space following [REDACTED] death. Respondent also admitted that she failed to notify the District of Columbia Department of Transportation ("DDOT") that the reserved space was no longer needed. In addition, the investigation revealed that Respondent had called the police on December 30, 2012 and September 29, 2013, and reported motorists who were illegally parked in [REDACTED] reserved space.

Subsequent to the OIG interview, Respondent contacted DDOT and informed them of [REDACTED] passing. Respondent delivered a letter to OIG stating that the reserved disability parking permit could be removed because she was moving on August 31, 2014. On September 19, 2014, an OIG Special Agent noted that the permit had been removed.

During the interview at OGE, Respondent admitted to using her mother's reserved disability parking space after her passing, but stated that she did not have knowledge that the sign should have been removed. Respondent denied that she called the police for any motorists parked in the reserved space after her mother's death and stated that she was aware that citations were issued while her mother was alive. Respondent denied that she informed the OIG special investigator that the illegally parked motorists were issued \$500 citations and provided a copy of the 18 DCMR § 2601.1, which stated that the fine for parking in a disability reserved space was \$250.00.

On November 4, 2015, OGE received a copy of the call-for-service report which was requested by OIG during its investigation. According to the report, Respondent called the police to report cars parked in the reserved space on December 30, 2012 and September 29, 2013. OGE also contacted the OIG special agent who was assigned to the case and he verified the truth of the facts stated in the report of investigation.

II. NATURE OF MISCONDUCT

Respondent's conduct is in violation of at least one section of the District Personnel Manual ("DPM"), as set forth below:

- ❖ **One:** Chapter 18, § 1808.1, which states: "[a]n employee has a duty to protect and conserve government property and shall not use such property, or allow its use, for other than authorized purposes."²

² On April 11, 2014, the District of Columbia Department of Human Resources published a Final Rulemaking in the D.C. Register (61 DCR 3799), amending the District Personnel Manual (Chapter 18 of Title 6B of the District of Columbia Municipal Regulations). It became effective on that date. This provision of the DPM is found in the amended version. The former

Respondent used [REDACTED] reserved parking space, in violation of 18 DCMR 2715.3, which states that "[a] reserved space . . . shall be for the exclusive use of the applicant." Respondent also failed to notify DDOT, within the requisite amount of time, that the reserved space was no longer needed, in violation of 18 DCMR 2716.2, which requires notification "within ten (10) days after the reserved space is no longer needed by the applicant, or the applicant is no longer eligible for the space." Respondent failed to obey municipal regulations and caused her neighbors to suffer a monetary loss in the process. In addition, Respondent misused government property and took advantage of government assistance, which was issued to benefit her disabled mother. In light of her employment in DPW's Parking Enforcement Division, Respondent should have known that her use of the reserved disability parking permit was prohibited and that she should have had the permit signs removed.

In mitigation of her conduct, Respondent revealed that she suffers from a disability and was issued a disability parking placard on January 23, 2014. Respondent stated that she did not know that the signs were supposed to be removed after her mother's death. Respondent acknowledges that her conduct was in violation of the District Code of Conduct in that she used her deceased mother's reserved parking space for her own use, and failed to notify the District that the reserved space was no longer needed by her mother.

III. TERMS OF THE NEGOTIATED SETTLEMENT

Respondent agrees to pay a **\$1,000.00** fine and attend ethics training provided by OGE within six months of the full execution of this Negotiated Disposition Agreement. Respondent also promises not to engage in such conduct in the future. 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 **\$1000.00** 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 settlement 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

provision. Chapter 18, § 1806.1, stated: "[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."

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 Board may impose sanctions up to the full statutory amount (\$5,000 per violation) as provided in the Ethics Act.³ Because the Office is, at this time, foregoing requesting that the Ethics Board hold an open and adversarial hearing on this matter, Respondent agrees to waive any statute of limitation defenses should the Board decide to proceed in that manner as a result of Respondent's breach of this agreement.

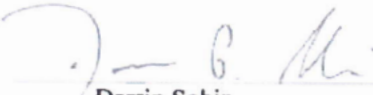
Respondent has paid the \$1000.00 fine by writing a check for said amount. This payment constitutes a resolution to this matter and upon the check clearing no further enforcement action will be taken regarding this matter.

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.



J. Morrow

11/16/15
Date

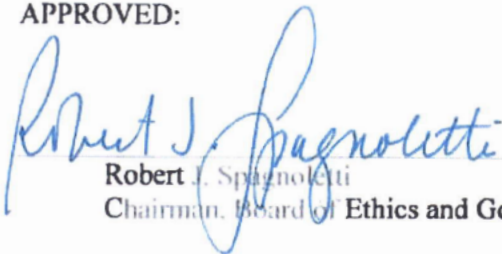


Darrin Sobin
Director of Government Ethics

11/16/15
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. Spagnolenti
Chairman, Board of Ethics and Government Accountability

11/19/15
Date

³ Section 221 (a)(1) (D.C. Official Code § 1-1162.21 (a)(1)).