

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



Office of Government Ethics

In Re: R █████ Smith
Case No.: 1097-001

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 (“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, R █████ Smith. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent is an I.T. Specialist for the Office of the Chief Financial Officer (“OCFO”). On seven occasions between February 2011 and October 2011, Office of Inspector General (“OIG”) investigators observed Respondent’s vehicle parked in the vicinity of Respondent’s OCFO office at 1101 4th Street, S.W. Washington, D.C. in metered parking spaces with expired meters, with Maryland (“MD”) disability placard # 773534 hanging from the rearview mirror, without having made payment for his use of the parking spaces.

On April 10, 2012, Respondent was interviewed by OIG investigators. During that interview, he admitted that he used the MD disability placard assigned to his wife because it allowed him to park for free in the vicinity of his office at 4th Street, S.W., Washington, D.C. Respondent also told OIG investigators that he had not used the disability placard to drive his wife to any location in the area of 4th Street, S.W., but that his use of the disability placard was for his own personal use.

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.”

Respondent voluntarily provided the Office with medical records relating to his condition and his disability placard.

II. NATURE OF MISCONDUCT

Respondent's conduct is in violation of 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."

Respondent used a disability placard, issued by the Maryland government to someone other than himself, for his own personal use and to his financial benefit. Moreover, Respondent used the placard to park in District municipal parking areas. His use of the disability placard in the manner described above constitutes misuse of government property.

III. TERMS OF THE NEGOTIATED SETTLEMENT

Respondent acknowledges that his conduct was in violation of the District Code of Conduct. Respondent agrees to pay a fine in the amount of \$500 and promises not to engage in such conduct in the future. In return for Respondent's acknowledgement and promise, the Office will not seek any further remedy or take any further action relating to the above misconduct. Respondent understands that the \$500 fine is due upon the full execution of this Negotiated Settlement Agreement. Payment will be accepted by money order, made out to the D.C. Treasurer, and provided to OGE.

Respondent also understands that if he 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 (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 him that may be used in any subsequent enforcement or judicial proceeding that may result from his failure to comply with this agreement.

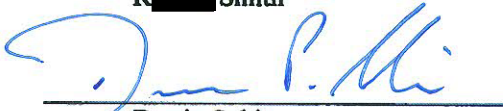
Respondent further understands that if he fails to adhere to this agreement, the Office may instead, at its sole option, recommend that the Ethics Board nullify this settlement and hold an open and adversarial hearing on this matter, after which the Board may impose sanctions up to the full statutory amount (\$5,000 per violation) as provided in the Ethics Act.² 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.

² Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).

The mutual promises outlined herein constitute the entire agreement in the above-titled action. 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.


R. Smith

4 Dec 2013
Date


Darrin Sobin
Director of Government Ethics

12/15/13
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:


Robert J. Spagnoletti
Chairman, Board of Ethics and Government Accountability

12/5/13
Date