

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



Office of Government Ethics

In Re: XXXXX XXXXXX
Case No.: XX-XX-XX

NONPUBLIC INFORMAL ADMONITION

Pursuant to section 221(a)(4)(C)(ii)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, XXXXX XXXX. XX XXXXX agrees that the resulting disposition is a nonpublic informal admonition, detailed as follows:

I. FINDINGS OF FACT

XXXXX XXXXX is an XXXXXX at the D.C. XXXXX xx xxxxx (xxx). XXXXX XXXX is XXXX XXXX of XXXX XXXXX, a subcontractor of XXXX XXXX, the XXXX XXXXX of the District’s XXXXX XXXXX Program. As the xxx, XXXX XXXXX has a contract with xxx. Although Xx XXXX does not regularly deal with Xx XXX in connection with xxx position at xxx and, based on xx description of xxx job duties, works in another area of xxx, xx knew that Xx XXXX had business dealings with xxx and attends xxx meetings where issues related to the work performed by XXXX XXXX and XXXX XXXX are discussed.

In late 2011 or early 2012, Xx XXXX met Xx XXXX at a networking event xx attended with xxx xxxxx, outside of work hours and separate and apart from xxx work at xxx. At this networking event, Xx XXXX said that xx was looking to expand xxx business and Xx XXXX offered to help xx do so by giving xx advice in this area. In providing such advice, Xx XXXX drew upon knowledge xx gained from work xx did prior to working for xxx and xx did not receive compensation for providing any such advice to Xx XXX. In addition, Xx XXXX never offered, nor did Xxx XXXX ever request, to assist Xxx XXXX with securing work from xxx.

After providing some advice to Xx XXXX, Xxx XXXX referred Xx XXX to several other people, including xx xxx, a lawyer in private practice, for further assistance with matters related to the expansion of xxx business. Xxx XXX and Xxx XXXX’ xxx had conversations, but Xx XXX did not hire Xx XXXX’ xxx to provide services for compensation.

II. NATURE OF MISCONDUCT

¹ Section 221(a)(4)(C)(ii) 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: . . . A nonpublic informal admonition imposed by the Director of Government Ethics and appealable to the Board for low-level violations of the Code of Conduct including or similar to. . . [a] time and leave issue, where it is not habitual and did not have a specific harmful effect.”

Xx Xxxx' conduct is in violation of the Ethics Act. Specifically, section 223 (a) of the Ethics Act prohibits an employee from using his or her official position or title . . . 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.² When Xx Xxxx referred Xx Xxxx to xx xxx, a lawyer in private practice, and a person closely affiliated with Xx Xxxx, it was reasonable and predictable to think that xx xxx would provide services to Xx Xxxx for compensation.

Further, although Xx Xxxx did not regularly deal with Xx Xxxx in connection with xx xxx position, xx nonetheless became aware of Xx Xxxx because of their respective roles through the District government – xx as an xxx employee and xx as a subcontractor to an xxx contractor. They then became acquainted at a networking event that was unrelated to xxx due to their respective connections to xxx. Although in the end Xx Xxx did not hire Xx Xxxx' xxxx, and Xx Xxxx told investigators xx believes that Xx Xxxx would not have been able to afford to do so, xxx conduct in referring Xx Xxxx to xx xxx, violates Section 223(a) of the ethics act in that xx used xx official position or title in a manner xx knew was likely to have a direct and predictable effect on the financial interests of xx xxx, a person closely affiliated with the employee.

Because neither Xx Xxxx nor any person closely affiliated with xx, such as xx xxx, realized any financial benefit from Xx Xxxx having provided assistance to Xx Xxxx and having referred Xx Xxxx to others, the Office has determined that a non-public informal admonition is the appropriate resolution to this matter.

III. NONPUBLIC INFORMAL ADMONITION

Xx Xxxx acknowledges that xx conduct was in violation of the Code of Conduct. Xx Xxxx promises not to engage in such conduct in the future. In return for Xx Xxxx' acknowledgement and promises, the Office will not seek any further remedy or take any further action relating to the above misconduct.

As a term of this agreement, Xx Xxxx agrees that within one week of signing this agreement, xx will inform xxx Agency head that xx has received this nonpublic informal admonition and will notify this Office, in writing, when xx has done so.

Xx Xxxx understands that if xx fails to adhere to this agreement, the Office will present this matter to the Board of Ethics and Government Accountability (the "Board") and recommend that it authorize a formal investigation, the process for which includes an open and adversarial hearing on the matter.³ Because the Office is, at this time, foregoing requesting that the Board authorize a formal investigation as a result of the agreement with Xx Xxxx, Xx Xxxx agrees to waive any statute of limitation defenses should the Board decide to proceed with a formal investigation as a result of Xx Xxxx' breach of this agreement.

One year from the date of this negotiated settlement, this Office will issue a letter notifying Xx Xxxx that this informal admonition has been expunged, provided that all of the following have occurred:

- 1) Xx Xxxx has satisfactorily fulfilled the terms herein;

² D.C. Official Code § 1-1162.23(a).

³ D.C. Official Code § 1-1162.14(a)(1)

- 2) There are no new or pending allegations of misconduct against Xx Xxxx and xx has not received any type of employee discipline during this period; and
- 3) Xx Xxxx has provided a written certification, under oath, attesting that these conditions have been met.

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/_____
Xx Xxxx

Date

_____/s/_____
Darrin Sobin
Director of Government Ethics

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

Date