

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



Office of Government Ethics

In Re: [REDACTED] Watson  
Case No.: 1449-001

**NEGOTIATED DISPOSITION**

Pursuant to section 221(a)(4)(E)<sup>1</sup> 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 ("OGE") hereby enters into this negotiated agreement with the Respondent, [REDACTED] Watson. Mr. Watson agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

**I. FINDINGS OF FACT**

On January 1, 2015, at approximately 7:30 a.m., an adult male walked into a CVS on Wisconsin Ave. in Montgomery County, MD. The store manager followed the male to the outside of the store and noted the license plates of the vehicle that the male entered. The store manager reported the incident as a theft to the police, giving officers the license plate of the vehicle. The responding officer verified that the license plates were registered to the D.C. government. The license plates were assigned to a D.C. fleet share vehicle. Further investigation revealed that a District of Columbia Executive Office of the Mayor (EOM) employee [REDACTED] Watson, was in possession of the vehicle on January 1, 2015. CVS employees were shown [REDACTED] Watson's District issued ID picture. The employees identified Watson as the male that entered the store on January 1, 2015.

On January 1, 2015, [REDACTED] Watson was employed as an Outreach and Service Specialist, specifically a Ward 8 Liaison with EOM.

On April 13, 2015, Watson was interviewed by special agents with the D.C. Office of the Inspector General. He did not admit to any shoplifting or criminal activity, but told agents that he did use the fleet vehicle for personal transportation.

**II. NATURE OF MISCONDUCT**

Mr. Watson's conduct is in violation of the District Personnel Manual ("DPM") §1807.1(b) which states:

<sup>1</sup> 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."



An employee may not engage in any outside activity which is not compatible with the full and proper discharge of his or her duties and responsibilities as a government employee. Activities or actions which are not compatible with government employment include, but are not limited to, the following:

- (b) Using government time or resources for other than official business, or government approved or sponsored activities.

Because the DC fleet share vehicle was used for personal transportation and not to conduct any EOM related business, Watson used government resources for other than official business of the District of Columbia government, which is a violation of 1807.1(b).

### **III. TERMS OF THE NEGOTIATED SETTLEMENT**

Mr. Watson acknowledges that his conduct was in violation of the District Code of Conduct. Mr. Watson agrees to pay a fine in the amount of \$500.

Mr. Watson agrees to a payment plan of \$100 per month until the balance is paid, beginning on January 2, 2019, and every thirty (30) days thereafter.

All outstanding amounts not paid against the fine will be due in full on or before June 30, 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 4<sup>th</sup> Street N.W., Suite 830 South, Washington D.C. 20001.

In consideration of Mr. Watson'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 2015-0149.

Respondent acknowledges and understands that this Negotiated Disposition is only binding upon himself and OGE in resolution of his 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, State or federal government agency to this agreement. Respondent further acknowledges and understands that notwithstanding the terms of this Negotiated Settlement, his conduct described hereinabove may also subject him to the imposition of civil and/or criminal penalties by other government agencies including but not limited to the Montgomery County Police Department and Office of the State's Attorney for Montgomery County Maryland, who are not bound by the terms of this agreement whatsoever.

Respondent understands that if he fails to pay the full \$500.00 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 him that may be used in any subsequent enforcement or judicial proceeding that may result from his 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), he has the right to appeal any order or fine made by the Ethics Board. Nonetheless, the Respondent knowingly and willingly waives his right to appeal the accompanying Board Order assessing the \$500 fine in this matter in exchange for the concessions made by this OGE in this Negotiated Disposition.

Respondent further understands that if he 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.<sup>2</sup> 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.



Watson

Respondent

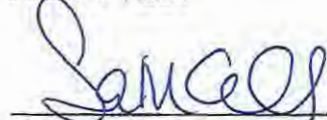
11/13/18  
Date

  
Brent Wolfingbarger  
Director of Government Ethics

11-13 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  
Chairperson, Board of Ethics and Government Accountability

19 Dec 18  
Date

<sup>2</sup> Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).