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

Office of Government Ethics

In Re: Y[redacted] Wimbish
Case No.: 1080-006

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 Disposition with the Respondent, Y[redacted] Wimbish. Respondent agrees that the resulting Negotiated Disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent was a civilian employee for the Metropolitan Police Department ("MPD") for approximately 27 years. While working for MPD, Respondent was a Legal Instrument Examiner at the Security Officers Management Branch ("SOMB") before she retired on August 2, 2013. As a Legal Instrument Examiner, Respondent was responsible for the review of Special Police Officer ("SPO") application answers and affidavits for initial eligibility and renewal. Respondent also was responsible for enforcing regulations regarding license suspension and denial, as well as fines, drug screening results, fingerprint results, and criminal history checks. Further, Respondent was responsible for collecting the applicable fees associated with the SPO-related actions described above.

On December 20, 2012, MPD Internal Affairs Division ("IAD") agents conducted an integrity check at the SOMB. During the integrity check, Respondent took $25.00 from an IAD agent posing as an SPO for a private entity, allowing that agent to complete expired SPO license paperwork, and to circumvent paying the $50.00 61-D expired SPO license fine to the District of Columbia government. This conduct was unlawful, resulting in the Respondent being arrested by MPD IAD on December 20, 2012. On July 2, 2013, Respondent pled guilty to one count of D.C. Official Code § 22-3212, Theft in the Second Degree. Respondent was sentenced to 90 days' incarceration (suspended) and placed on one year of supervised probation.

[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."

A subsequent investigation by the Office of Government Ethics ("OGE") revealed that Respondent solicited and accepted gifts from a prohibited source while she was employed as an SOMB Legal Instrument Examiner on a least two other occasions.

On the first occasion, on September 13, 2012, the Respondent instructed a Special Police Officer ("SPO") working for a private security entity, whose license had expired, to cash his $50.00 money order for his late fee, place $25.00 from the money order in an envelope, and bring it back to her. Respondent told the SPO that when she received the envelope with $25.00 in it, she would renew his license. Respondent wrote "61-D fine waived"[2] in the personnel action and documentation section of the SPO's file, indicating that the SPO was late renewing his license, but was not subject to paying the $50.00 fine. The SOMB Sergeant is the only person authorized to waive the fine.

On the second occasion, on November 6, 2012, the Respondent instructed an SPO employed by a private security entity, that in addition to the fees paid for the renewal of his license, she needed to receive extra cash for helping him out with his paperwork and seeing him ahead of other SPOs who were in line. The SPO paid Respondent $25.00 in cash that was placed inside of his paperwork. Respondent took the paperwork with the $25.00 inside and continued with the renewal process of the SPO's license.

II. NATURE OF MISCONDUCT

Respondent's conduct is in violation of two sections of the District Code of Conduct, as set forth below:

- **Count One:** District Personnel Manual ("DPM") Chapter 18, § 1803.2(a), which states: "a District government employee shall not Solicit or accept, either directly or through the intercession of others, any gift from a prohibited source."[3]

- **Count Two:** District Personnel Manual ("DPM") Chapter 18, § 1803.2(a), which states: "a District government employee shall not Solicit or accept, either directly or through the intercession of others, any gift from a prohibited source."

- **Count Three:** District Personnel Manual ("DPM") Chapter 18, § 1803.2(a), which states: "a District government employee shall not Solicit or accept, either directly or through the intercession of others, any gift from a prohibited source."

III. TERMS OF THE NEGOTIATED SETTLEMENT

Respondent acknowledges that her conduct was in violation of the District Code of Conduct. Respondent agrees to pay a fine in the amount of **$7,500.00** and promises not to engage in such conduct in the future. The **$7,500.00** fine represents a fine of **$2,500.00** per violation for each of

[2] An SPO who fails to renew his/her license through his/her private company/entity by the expiration date will be subject to the issuance of a PD 61-D fine of $50.00 made payable to D.C. Superior Court via money order.

[3] District Personnel Manual ("DPM") Chapter 18, § 1803.2(b)(1), states that a 'Prohibited source" is any person or entity that has or is seeking to obtain contractual or other business or financial relations with the District government.

the three DPM violations. 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.

Due to the Respondent's demonstrated financial hardship, the Office has agreed to suspend the **$7,500** fine in exchange for the Respondent's completion of **200 hours of community service in a 12-month period**. Respondent will complete her community service at the Share Food Network, located at 5170 Lawrence Place, Hyattsville, MD 20781. Her proposed supervisor at the Share Food Network is Ninochika Twitty, (301) 864-3115, extension 011. Respondent's community service will involve helping to prepare for monthly food distributions by repackaging bulk foods such as potatoes, rice and onions into family-size portions and helping with monthly food distribution. Respondent's community service at the Share Food Network has been approved by the Director of Government Ethics ("Director").

Once completed, Respondent understands that documentation regarding Respondent's completion of the 200 hours of community service **must be received by the Office by February 7, 2015.** Upon review and approval of authenticated time and attendance records demonstrating that the community service hours have been completed to the satisfaction of the Director, the suspended fine of $7500 shall be waived in its entirety.

Respondent understands that if she fails to complete the 200 hours of community service in the manner and within the time limit provided above, the fine of $7,500 will be due in its entirety, no later than close of business, February 7, 2015. If such fine is not received by that date, then 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 her that may be used in any 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 Ethics Board may impose sanctions up to the full statutory amount ($5,000 per violation) as provided in the Ethics Act.[4] 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 Ethics Board decide to proceed in that manner as a result of Respondent's breach of this agreement.

[4] 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.

[redacted] 03·10·14

Yvonne Wimbish — Date

3/24/14

Darrin Sobin — Date
Director of Government Ethics

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:

3-25-14

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