

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



Office of Government Ethics

In Re: V. Orange
Case No.: AI-016-13

NEGOTIATED DISPOSITION

Pursuant to D.C. Official Code § 1-1162.21(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 (“OGE”) hereby enters into this negotiated disposition agreement with the Respondent, V. Orange. Mr. Orange agrees that the resulting negotiated disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Mr. Orange currently is a District of Columbia Councilmember and was a Councilmember in December 2012. On December 21, 2012, Mr. Orange received a request from a constituent whose business was undergoing a District of Columbia Department of Health (“DOH”) inspection. Mr. Orange went to the site, while the DOH inspector and supervisor were still on-site, identified himself as a Councilmember, and, in response to questions, was told that DOH intended to close the business because of health code violations. Mr. Orange asked if the business could cure the violations without being closed and was told it could not. Mr. Orange asked if the business could be re-inspected the following day, December 22, 2012, and when he did not receive an answer he thought satisfactory, he requested to speak to the DOH supervisor’s manager.

When the DOH manager arrived on-site, Mr. Orange again asked whether the business could cure the violations without being closed and was told it could not. Mr. Orange again asked if the business could be re-inspected the following day, December 22, 2012, and when he did not receive an answer he thought satisfactory, he requested to speak to the DOH manager’s director or deputy director. When the DOH manager on-site could not reach his supervisor -- the deputy director -- the inspectors left the premises without issuing the closure notice. It was not until after Mr. Orange spoke directly to the DOH Interim Director who told him that there was no choice but to close the business until the violations could be abated and that the re-inspection could take place on December 22nd, that the inspectors returned and issued the closure notice.

Mr. Orange maintains that he believes that because the DOH inspector was still writing his report and had a procedure to follow before DOH would be able to issue a closure notice, DOH was not prepared to issue

¹ D.C. Official Code § 1-1162.21(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 closure notice to the business at that time. Mr. Orange states that he did not ask the DOH personnel to depart. DOH personnel maintain that they were prepared, pursuant to DOH procedure, to issue the closure notice before leaving the site, but were influenced not to do so because of Mr. Orange's presence, questions regarding whether the business could remain open while it cured the violations and whether it could be re-inspected the next day, and repeated requests to speak to a DOH representative who was superior to the person to whom he was speaking.

Mr. Orange maintains that he was providing constituent services by requesting information regarding a DOH inspection of a constituent's business, which he is permitted to do in his position as a Councilmember. Mr. Orange, however, now understands that a Councilmember's appearance at a business undergoing a DOH inspection, asking questions, urging that the business be allowed to remain open while curing the violations, and repeatedly asking to speak to a superior when he was told the business would have to close, had the effect of influencing DOH representatives to leave the site without issuing the closure notice. Mr. Orange also understands that the business in question remained in operation for several hours on December 21, 2012, when it otherwise would have been closed pursuant to DOH's issuance of a notice of closure.

II. NATURE OF MISCONDUCT

Mr. Orange's conduct is in violation of the Council Code of Conduct, Section VI (Use of Government Resources) (c)(1) (Prestige of Office), which states, "[a]n employee may not knowingly use the prestige of office or public position for that employee's private gain or that of another."

Because Mr. Orange's conduct influenced the DOH personnel to leave the site of the business without issuing the notice of closure, allowing the business to continue to operate for several more hours, Mr. Orange knowingly used the prestige of his office or his public position for the private gain of that business.

III. TERMS OF THE NEGOTIATED DISPOSITION

Mr. Orange acknowledges that his conduct was in violation of the District Code of Conduct and that he should be, and hereby is, "**Admonished**" for his conduct. Moreover, Mr. Orange, as part of this agreement, agrees to attend ethics training provided by OGE within six months of the full execution of this Negotiated Disposition Agreement. Mr. Orange also promises not to engage in such conduct in the future. In return for Mr. Orange's acknowledgement of this Admonishment, agreement to attend ethics training, and promise not to engage in such conduct in the future, OGE will not seek any further remedy or take any further action relating to the above misconduct.

Mr. Orange understands that if he fails to adhere to this agreement, OGE will recommend that the Ethics Board hold an open and adversarial hearing on this matter.² Because OGE is, at this time, foregoing requesting that the Ethics Board hold an open and adversarial hearing on this matter, Mr. Orange agrees to waive any statute of limitation defenses should the Board decide to proceed in that manner as a result of Mr. Orange's breach of this agreement.

² D.C. Official Code § 1-1162.14(a)(1)

In addition, six months from the date of this fully executed Negotiated Disposition Agreement, Mr. Orange may submit a request to OGE to have this Negotiated Disposition Agreement expunged. OGE and Mr. Orange agree that the decision regarding a request for expungement rests solely with the OGE, but is appealable to the Ethics Board, and will be based on whether all of the following have occurred:

- 1) Mr. Orange has satisfactorily fulfilled the terms herein including having completed ethics training provided by OGE;
- 2) There are no new or pending allegations of misconduct against Mr. Orange;
- 3) There have been no additional findings of misconduct against Mr. Orange; and
- 4) Mr. Orange 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/_____
V. Orange
Councilmember

____4/30/13____
Date

_____/s/_____
Darrin Sobin
Director of Government Ethics

____4/30/13____
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:

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

____5/2/13____
Date