

BEFORE THE WASHINGTON SUBURBAN SANITARY COMMISSION
BOARD OF ETHICS

COMPLAINT NO. 18-02

SUMMARY OF SETTLEMENT AGREEMENT

On or about June 18, 2018, a Complaint was filed with the WSSC Board of Ethics (the “Board”) alleging that a Washington Suburban Sanitary Commission (“WSSC”) employee (the “Employee”) participated in WSSC matters and contracts involving a WSSC contractor (the “Contractor”) that employs Employee’s spouse.

An investigation conducted by Staff Counsel revealed:

- a. The Employee’s department at WSSC regularly contracted with the Contractor for consulting services.
- b. The Employee was responsible for overseeing the program for which the Contractor provided the consulting services.
- c. The Employee had been previously advised by the Board that the Employee was required to recuse him/herself from matters relating to the Contractor’s contract or the work performed by the Contractor thereunder.
- d. On at least one instance, the Employee reviewed work product submitted by the Contractor and provided written feedback on the Contractor’s memorandum.

The Board found that the Employee violated Article II, Chapter 1.70.170 (formerly § 3-1(a)(2)) of the WSSC Code of Ethics (the “Code”) by providing input on work product prepared by the Contractor, with whom Employee’s spouse is employed.

After discussions with the Employee and WSSC management, Staff Counsel recommended that the Board accept a Stipulation of Settlement Agreement (“Agreement”) between the Employee and Staff Counsel, subject to acceptance of its terms by the Board.

Having reviewed and discussed the proposed Agreement at its May 9, 2019 meeting, the Board issued an Order accepting the Agreement. As part of the Agreement, the Board issued this Summary for posting on the Board's internet page on the WSSC website.

The Parties' terms of settlement included the following:

1. The Employee acknowledged that Staff Counsel has evidence that, if presented at a hearing before the Board, could lead to a finding by the preponderance of the evidence that the Employee violated Article II, Chapter 1.70.170 of the Code.

2. The Employee acknowledged that he/she should have refrained from reviewing or commenting on Contractor's work product.

3. The Employee acknowledged that he/she is bound by Article III, Chapter 1.70.170 of the Code and agreed that he/she will no longer participate in any matter relating to Contractor's contract.

4. The Employee agreed to the transfer of all duties and responsibilities relating to Contractor's contract, including management of the contract, review of the work performed thereunder, and supervision of WSSC employees tasked with managing Contractor's work.

5. The Employee further agreed to abstain from any meetings relating to the performance of work under Contractor's contract.

6. The Board agreed that it will not recommend any other sanctions, penalties, or disciplinary action, apart from what has been set forth in the Agreement, or take other action against the Employee.

7. The Employee waived any formal proceedings and hearing in this matter.

8. The Employee and Staff Counsel entered into the Agreement for the sole purpose of resolving the matters that arose under the Complaint and for no other purpose.

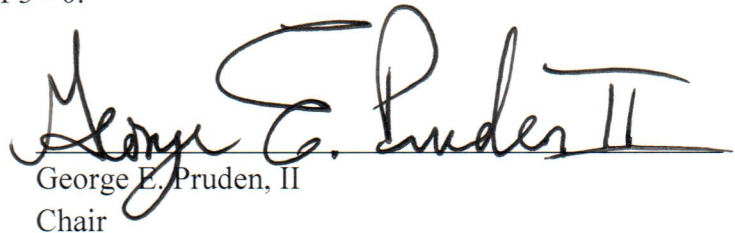
9. The Employee voluntarily entered into the Agreement to resolve the Complaint pending against Employee without a hearing before the Board.

10. Upon execution of the Agreement, the Board voted to dismiss further proceedings against the Employee.

11. The Employee warranted and represented that the Agreement was signed only after due consideration by him/her and that Employee was not fraudulently induced, coerced, or intimidated to sign the Agreement.

12. The Agreement constituted the entire agreement and understanding between and among the Parties concerning the matters set forth herein. No other communications (written or oral), negotiations, commitments, or documents, including work product of Staff Counsel shall be construed or interpreted as part of this Agreement.

On this 8th day of August, 2019, the Board dismissed the above-captioned Complaint and approved the foregoing Summary of Settlement Agreement in this matter for posting on the WSSC Board of Ethics internet page by a vote of 3 - 0.


George E. Pruden, II
Chair