

1 3. This Stipulation will be submitted for consideration by the Ethics Commission at its
2 next scheduled meeting, and the agreements contained herein are contingent upon the approval
3 of the Stipulation and the accompanying Decision and Order by the Ethics Commission.

4 4. This Stipulation resolves all factual and legal issues raised in this matter by the
5 Ethics Commission without the necessity of holding an administrative hearing to determine
6 Respondent's liability.

7 5. Respondent understands and knowingly and voluntarily waives any and all
8 procedural rights under the SDMC including, but not limited to, a determination of probable
9 cause, the issuance and receipt of an administrative complaint, the right to appear personally in
10 any administrative hearing held in this matter, the right to confront and cross-examine witnesses
11 testifying at the hearing, the right to subpoena witnesses to testify at the hearing, and the right to
12 have the Ethics Commission or an impartial hearing officer hear this matter. Respondent agrees
13 that the terms of this Stipulation constitute compliance with the provisions of SDMC section
14 26.0450 in that the Stipulation includes a recitation of facts, a reference to each violation, and an
15 order.

16 6. Respondent agrees to hold the City of San Diego and the Ethics Commission
17 harmless from any and all claims or damages resulting from the Commission's investigation, this
18 stipulated agreement, or any matter reasonably related thereto.

19 7. Respondent acknowledges that this Stipulation is not binding upon any other law
20 enforcement or government agency and does not preclude the Ethics Commission from referring
21 this matter to, cooperating with, or assisting any other law enforcement or government agency
22 with regard to this or any other related matter.

23 8. The parties agree that in the event the Ethics Commission refuses to accept this
24 Stipulation, it shall become null and void. Respondent further agrees that in the event the Ethics
25 Commission rejects the Stipulation and a full evidentiary hearing before the Ethics Commission
26 becomes necessary, no member of the Ethics Commission or its staff shall be disqualified
27 because of prior consideration of this Stipulation.

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1 **Summary of Law and Facts**

2 9. As an employee of the Transportation and Stormwater Department, Respondent is a
3 “Local Code Filer” as that term is defined by SDMC section 27.3503 and is required to regularly
4 file a Form 700 Statement of Economic Interests [SEI] in the time and manner set forth in
5 SDMC section 27.3510.

6 10. SDMC section 27.3510 requires that all Local Code Filers file an annual SEI on or
7 before April 1 of each year, covering the period from January 1 through December 31 of the
8 previous calendar year, pursuant to the applicable Conflict of Interest Code adopted by the City
9 Council.

10 11. In 2014, SDMC section 27.3520 prohibited Local Code Filers from accepting gifts
11 from a single source with an aggregate value of more than \$440 if the Local Code Filer would be
12 required to report receipt of the gifts on his or her SEI. (The annual limit has subsequently been
13 adjusted for inflation.)

14 12. In 2014, Respondent received the following gifts (with a total value of
15 approximately \$488) from American Asphalt in connection with Respondent’s trip to the Bay
16 Area to attend a December 20, 2014, San Francisco 49ers football game:

- 17 • one night stay at Santa Clara Biltmore (approximate value \$129);
- 18 • Southwest Airlines flights to and from Oakland (approximate value \$184); and,
- 19 • ticket to the football game (value of \$175).

20 13. In accordance with the Conflict of Interest Code adopted by the City Council for the
21 Transportation and Stormwater Department, Respondent was required to disclose gifts from any
22 source located in or doing business with the City. In 2014, American Asphalt was a reportable
23 source for Respondent because it is located in San Diego and was doing business with the City.
24 In particular, it provided services to Respondent’s department (although not to the division where
25 Respondent worked).

26 14. On March 31, 2015, Respondent filed his SEI for the 2014 calendar year.
27 Respondent did not disclose any gifts on his SEI despite the fact that he had received
28 approximately \$488 in gifts from American Asphalt, as discussed above in paragraph 12.

