

Patrick Ford
Executive Director

Olabisi Matthews
Director of Enforcement

San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220
San Francisco, CA 94102
(415) 252-3100

BEFORE THE SAN FRANCISCO
ETHICS COMMISSION

In the Matter of)	SFEC Complaint No. 24-787
)	
Charlie Chiem,)	
)	
Respondent.)	STIPULATION, DECISION, AND ORDER
)	
)	
_____)	

THE PARTIES STIPULATE AS FOLLOWS:

1. This Stipulation, Decision, and Order (Stipulation) is made and entered into by and between Charlies Chiem (hereinafter "Respondent") and the San Francisco Ethics Commission (the Commission).

2. Respondent and the Commission agree to settle and resolve all factual and legal issues in this matter and to reach a final disposition without an administrative hearing. Respondent represents that Respondent has accurately furnished to the Commission all information and documents that are relevant to the conduct described in Exhibit A. Upon

approval of this Stipulation and full performance of the terms outlined in this Stipulation, the Commission will take no future action against Respondent regarding the violations of law described in Exhibit A, and this Stipulation shall constitute the complete resolution of all claims by the Commission against Respondent related to such violations. Respondent understands and knowingly and voluntarily waives all rights to judicial review of this Stipulation and any action taken by the Commission or its staff on this matter.

3. Respondent acknowledges responsibility for and agrees to pay an administrative penalty as set forth in Exhibit A. Respondent agrees that the administrative penalty set forth in Exhibit A is a reasonable administrative penalty.

4. Within ten business days of the Commission's approval of this Stipulation, Respondent shall either pay the penalty through the City's online payment portal or otherwise deliver to the following address the sum as set forth in Exhibit A in the form of a check or money order made payable to the "City and County of San Francisco":

San Francisco Ethics Commission
Attn: Enforcement & Legal Affairs Division
25 Van Ness Avenue, Suite 220
San Francisco, CA 94102

5. If Respondent fails to comply with the terms of this Stipulation, then the Commission may reopen this matter and prosecute Respondents under Section C3.699-13 of the San Francisco Charter for any available relief.

6. Respondent understands, and hereby knowingly and voluntarily waives, any and all procedural rights under Section C3.699-13 of the San Francisco Charter and the

Commission's Enforcement Regulations with respect to this matter. These include, but are not limited to, the right to appear personally at any administrative hearing held in this matter, to be represented by an attorney at Respondent's expense, to confront and cross-examine all witnesses testifying at the hearing and to subpoena witnesses to testify at the hearing.

7. Respondent understands and acknowledges that this Stipulation is not binding on any other government agency with the authority to enforce the San Francisco Campaign & Governmental Conduct Code section 1.100 *et seq.*, and does not preclude the Commission or its staff from cooperating with or assisting any other government agency in its prosecution of Respondent for any allegations set forth in Exhibit A, or any other matters related to those violations of law set forth in Exhibit A.

8. This Stipulation is subject to the Commission's approval. In the event the Commission declines to approve this Stipulation, the Stipulation shall become null and void, except Paragraph 9, which shall survive.

9. In the event the Commission rejects this Stipulation, and further administrative proceedings before the Commission are necessary, Respondent agrees that the Stipulation and all references to it are inadmissible. Respondent moreover agrees not to challenge, dispute, or object to the participation of any member of the Commission or its staff in any necessary administrative proceeding for reasons stemming from his or her prior consideration of this Stipulation.

10. This Stipulation, along with the attached Exhibit A, reflects the entire agreement between the parties hereto and supersedes any and all prior negotiations, understandings, and agreements with respect to the transactions contemplated herein. This Stipulation may not be

amended orally. Any amendment or modification to this Stipulation must be in writing duly executed by all parties and approved by the Commission at a regular or special meeting.

11. This Stipulation shall be construed under, and interpreted in accordance with, the laws of the State of California. If any provision of the Stipulation is found to be unenforceable, the remaining provisions shall remain valid and enforceable.

12. The parties hereto may sign different copies of this Stipulation, which will be deemed to have the same effect as though all parties had signed the same document.

Dated: 03-03-2026 | 14:47:26 PST 
PATRICK FORD, EXECUTIVE DIRECTOR
SAN FRANCISCO ETHICS COMMISSION

Dated: 03-03-2026 | 12:03:28 PST 
CHARLIE CHIEM
RESPONDENT

DECISION AND ORDER

The foregoing Stipulation of the parties in the matter of "Charlie Chiem, SFEC Case No. 24-787," including the attached Exhibit A, is hereby accepted as the final Decision and Order of the San Francisco Ethics Commission, effective upon execution below by the Chairperson.

IT IS SO ORDERED.

Dated: 3/13/26

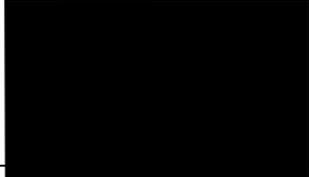

ARGEMIRA FLOREZ-FENG, CHAIRPERSON
SAN FRANCISCO ETHICS COMMISSION

Exhibit A

I. Introduction

Respondent Charlie Chiem (“Respondent”) began employment with the San Francisco Municipal Transportation Agency (“SFMTA”) in 2011 and served as an IT Operations Support Administrator IV beginning in October 2012. In that role Respondent was responsible for providing general computer and information technology (“IT”) support to SFMTA employees. Respondent had access to City information systems including the ability to create City e-mail addresses and proxy addresses. Respondent’s City position did not involve supervision of other employees nor did it grant him purchasing or contracting authority. As an SFMTA employee, Respondent was required to comply with the City’s conflict of interest laws and restrictions on use of City resources. Beginning as early as 2015, Respondent used City equipment and time to attend hundreds of online webinars for which he received thousands of dollars in incentives including gift cards, travel vouchers, and merchandise including alcohol and clothing. Respondent also used his City email to register for multiple business sponsored events held at professional Bay Area sports games. For several of these events, Respondent registered by incorrectly listing his position title as an IT Manager with SFMTA, a position he has never held. In doing so, Respondent violated provisions of City law regulating the use of City resources for private gain over a period of almost 10 years as summarized below.

II. Applicable Law

Incompatible Activities

Prior to the passage of Proposition D, section 3.218 of the SF C&GC Code stated that “no employee of the City and County may engage in any employment, activity, or enterprise that the department. . . has identified as incompatible in a statement of incompatible activities adopted under this Section.” SF C&GC Code § 3.218(a).¹ The SFMTA Statement of Incompatible Activities (“SIA”) explicitly provided that any employee who engaged in the prohibited activities listed may be subject to “monetary fines and penalties” under the San Francisco Charter and SF C&GC Code § 3.242. SFMTA SIA § I. Because the violations at issue occurred prior to 2024, the provisions within the SFMTA SIA as they existed before the passage of Proposition D are relevant to this matter and are discussed and analyzed below.

A. *Restrictions on Use of City Resources*

The SFMTA SIA prohibited employees from using City resources, “including, without limitation, facilities, telephone, computer, copies, fax-machine, email, internet access, stationery, and supplies for any non-City purpose, including any. . . personal purpose.” SFMTA SIA §IV(A). This prohibition did not apply to “incidental and minimal use,” for example, using a City telephone to speak with a childcare provider. *Id.*

¹ Departmental prohibitions against incompatible activities have been consolidated within section 3.218 of the SF C&GC Code and expanded under Proposition D to include additional restrictions. *See* SF C&GCC § 3.218 (current). The prior law was in existence since November 2003, until Proposition D went into effect in October 2024. The SFMTA SIA and previous version of SF C&GCC § 3.218 are attached as part of this Hearing Brief packet.

B. Restrictions on Use of Prestige of Office

The SFMTA SIA also prohibited the use of City title or designation, or “prestige of office,” in any communication for any private gain or advantage. SFMTA SIA §IV(C); *see* §3.218(a)(4).

C. Use Of City Title and Resources

The SFMTA SIA prohibited employees from using their City title, email, or any other City resource “for any communication that may lead the recipient of the communication to think that the . . . employee is acting in an official capacity” when they are not. SFMTA SIA §IV(C)(2); *see* §3.218(a)(6). The SFMTA SIA also makes clear that use of email in violation of section IV(C)(2) of the SIA “could also violate subsection A of this section, which prohibits the use of these resources for any non-City purpose.” SFMTA SIA §IV(C)(2).

D. Holding Oneself Out, Without Authorization, As a Representative of the Department

Under the SFMTA SIA, employees were also prohibited from holding themselves out as “a representative of the Department, or as an agent acting on behalf of the Department, unless authorized to do so. SFMTA SIA § IV(C)(3); *see* §3.218(a)(6).

E. Restriction on Activities that Conflicts with Official Duties – Solicitation or Acceptance of Gifts

The SFMTA prohibited City employees from soliciting or accepting gifts, gratuities, or any other consideration from an entity or business that has a contract, that has had a contract during past 12 months, or that is seeking to enter into a contract with the department. SFMTA SIA § III(A)(1)(b); *see* §3.218(a)(6).

Restricted Source Gifts

The California Political Reform Act (Cal. Gov’t Code § 81000 *et seq.* and any subsequent amendments, hereinafter the “PRA”) defines *gift* as any payment that confers a personal benefit on the recipient, to the extent that consideration of equal or greater value is not received. Cal Gov’t Code § 82028(a). This definition applies to the state rules on gift disclosures and the annual gift limit. For purposes of the City’s restricted source rules, at the time of these violations, City law incorporated this same meaning of *gift* found in the PRA. *See* SF C&GC Code § 3.216(b)

City law prohibits employees from soliciting or accepting any gift from a person who the employee knows or has reason to know is a restricted source. SF C&GCC § 3.216(b). A restricted source includes any person doing business with or seeking to do business with the department of the employee. SF C&GC Code § 3.203. An individual is seeking to do business with the department if they are seeking to enter into a contract with the department. SFEC Reg 3.216(b)-1.

For the purposes of City gift laws, a “person” includes any individual, partnership, organization, committee, or other organization or group of persons. SFEC Reg 3.216(b)-4. Commission Regulations prior to the passage of Proposition D provided certain exceptions to the restricted source rule, including voluntary gifts with an aggregate value of \$25 or less per occasion from restricted sources on no more than four occasions per year. SFEC 3.216(b)-5(a). While the Proposition D amendments removed any exception to the restricted source rule, the relevant facts of this case occurred prior to October 2024. As such, the previous restricted source exception applies here.

Statute of Limitations

No person may bring an administrative action under the Conflict-of-Interest Code against any other person more than four years after the date of the alleged violation. SF C&GCC § 3.242(e).

III. Material Facts and Analysis

This case originated from a complaint to the Controller’s Office Whistleblower Program alleging that Respondent was registering for and attending webinars on City time to receive free giveaways and creating City email addresses to register multiple times for these same webinars and receive duplicate incentives. In conjunction with the City Attorney’s Office, the Enforcement Division began its investigation in April 2024.

Impermissible use of City time and resources for personal gain

The investigation found that beginning as early as 2015, Respondent used his City email account, computer, and City time to register for and attend over 600 online webinars that were unrelated to his City employment. For attending the webinars, Respondent was provided with various incentives including gift cards, food and transit credits, alcohol, clothing, and electronics worth thousands of dollars. While Respondent’s position did not preclude him generally from attending webinars and receiving incentives of this nature on his own time, the overwhelming majority of the webinars were held during business hours when Respondent was being paid by the City to perform his duties as IT Operations Support Administrator IV with SFMTA. Investigators found that Respondent also utilized a private email address created with a fake business name and domain to register for some webinars but regularly used his City email address for the majority of the registrations to leverage his employment with SFMTA to be invited to attend the events.

Between February 7, 2021 and the time he was confronted in March 2024, Respondent attended over 550 webinars on City time and using City resources, including his City computer and email address, receiving thousands of dollars’ worth of incentives for attending these webinars using City resources. Despite utilizing his City email and City time to sign up for and attend these webinars, Respondent never requested nor received approval to register and attend these webinars from his supervisors or Department.

Respondent also created two alias City email accounts to sign up for and attend webinars on City time. Respondent did this in order to double or triple the incentives he received for attending webinars. Respondent created the alias email addresses by using his unique administrator access to City systems which he held possessed based upon his position with SFMTA. Through the use of these email accounts, Respondent was able to attend an additional 69 webinars and receive an additional \$1,000 worth of incentives on City time.

Use of City email and holding oneself out as a department representative for private gain

In addition to registering for webinars, Respondent utilized his City email to register for several private business-sponsored events held at various sports games in the San Francisco Bay Area. These events were hosted by technology and cybersecurity companies who were seeking to do business with SFMTA and market or showcase their products. Investigators found that beginning in at least 2015, Respondent began using his City email address to register for these exclusive events. From 2021 through 2024, Respondent used his SFMTA email to register and RSVP for at least 14 business-sponsored marketing events, including at least 10 San Francisco Giants games, three Golden State Warriors games, one San Jose Sharks game, and one San Francisco 49ers game. The majority of these events were hosted in luxury suites and included food, drinks, and transportation to the game. For at least three of these games, Respondent not only accepted tickets for himself, but specifically requested additional or “plus-one” tickets.

Knowing that these businesses prioritized invitations for individuals with purchasing or contracting authority, when he registered for several of these events, Respondent listed his title as IT Manager with SFMTA, a position he has never held. Some of the sponsoring businesses acknowledged that they were seeking new clients through these events and informed Investigators that if they had known that Respondent was not in fact an IT Manager, they likely would not have extended an invitation. Several of these businesses explicitly followed up with Respondent after these events seeking to further discuss their products and working with SFMTA. By holding himself out as an IT Manager with SFMTA in communications with the sponsoring businesses, Respondent utilized the title and prestige of the IT Manager position in order to gain admittance to events that he otherwise would not have had access to.

Restricted Source Gift Acceptance

By accepting tickets to these sporting events and other related benefits from businesses that he had reason to know were seeking to do business with SFMTA, Respondent violated the restricted source gift rule. The sponsoring companies explicitly marketed these events as opportunities to attract new clients and promoted their technology products and services to attendees. Several sponsors contacted Respondent before and after the events to arrange follow-up discussions about their services and products.

These interactions, along with the promotional nature of the events, demonstrate that Respondent knew the sponsors were pursuing business with his department and believed he held authority relevant to their outreach. By representing himself as an IT Manager Respondent

further reinforced the impression that he was positioned to influence SFMTA purchasing decisions. Although Respondent never recommended these companies or their products to SFMTA leadership, he nevertheless accepted gifts from these businesses under circumstances showing he knew, or should have known, of their business interests with his department.

Investigators were provided with valuations of the event ticket from several of the business entities that provided tickets to Respondent. The estimated value of each ticket ranged from \$50 to \$1,500. Since February 7, 2021, Respondent received tickets to 14 sporting events including additional incentives estimated to be worth at least \$8,806. Each sporting event and the corresponding value of the ticket and other benefits received by Respondent are outlined in Table 1 below.

Table 1

Date	Event	Sponsor(s) (Gifts Provided)	Value
8/20/2021	Giants v. Athletics	Synack (one ticket)	\$250
7/11/2022	Giants v. Diamondbacks	Okta (one ticket)	\$196
8/4/2022	Giants v. Dodgers	Morpheus Data; Stratascale; Cohesity (One ticket)	\$370.84
9/28/2022	Giants v. Rockies	Informatica; LumenData (two tickets, merchandise)	\$975.12
10/14/2022	SJ Sharks v. Hurricanes	Darktrace (two tickets, Uber voucher)	\$875
10/23/2022	SF 49ers v. KC Chiefs	Darktrace (one ticket)	\$292
2/13/2023	Warriors v. Wizards	Port53 & Cisco (one ticket)	\$1,810.50
2/24/2023	Warriors v. Rockets	Strata (one ticket, merchandise)	\$1,288
4/4/2023	Warriors v. Oklahoma City Thunder	Genesys	\$1,138
4/25/2023	Giants v. Cardinals	Laceworks (one ticket)	\$193
4/26/2023	Giants v. Cardinals	Netskope (one ticket)	\$200
5/16/2023	Giants v. Phillies	LumApps (one ticket)	\$500

6/20/2023	Giants v. Padres	Sysdig; Cocode (two tickets, Uber vouchers)	\$613.28
8/16/2023	Giants v. Devil Rays	Kiscc, Kis, & Eaton (one ticket, food)	\$104
Total			\$8,806 confirmed minimum

Respondent is no longer an employee with the City. On June 10, 2024, after Respondent was interviewed and confronted with the facts surrounding his conduct, Respondent resigned his position as an IT Operations Support Administrator IV with SFMTA.

IV. Violations of Law

Count 1

Use of City resources for non-City purposes in violation of SF C&GC Code section 3.218 and SFMTA SIA section IV(A).

From February 2021 through March 2024, Respondent consistently used City resources, specifically his City email account, City computer, and City time, to sign up for and attend hundreds of online webinars for personal gain. Respondent’s use of City resources resulted in Respondent obtaining thousands of dollars in incentives for attending webinars during work hours and through the unauthorized use of City email addresses for the same purpose in violation of SF C&GC Code section 3.218 and SFMTA SIA section IV(A).

Count 2

Use of City resources for non-City purposes in violation of SF C&GC Code section 3.218 and SFMTA SIA section IV(A).

From February 2021 through March 2024, Respondent consistently used City resources, specifically alias proxy City email addresses, City computer, and City time, to sign up for and attend online webinars for personal gain. Respondent’s use of City resources resulted in him obtaining an additional \$1,000 in incentives for attending webinars during work hours and through the unauthorized use of City email addresses for the same purpose in violation of SF C&GC Code section 3.218 and SFMTA SIA section IV(A).

Count 3

Use of City resources for non-City purposes in violation of SF C&GC Code section 3.218 and SFMTA SIA section IV(C)(2).

Respondent violated SF C&GC Code §3.218 and SFMTA SIA §IV(C)(2) by using his City email in communications that gave the impression he was acting in an official capacity registering and RSVPing for 14 professional sporting events hosted by sponsoring companies.

Count 4

Holding oneself out as representative of one's department without authority to do so in violation of SF C&GC Code section 3.218 and SFMTA SIA section IV(C)(3).

Respondent violated SF C&GC Code §3.218 and SFMTA SIA §IV(C)(3) by holding himself out as representative of his department without the authority to do so when he registered for 10 events under the title of IT Manager.

Count 5

Acceptance of gifts from businesses seeking to enter into business with the department in violation of SFMTA SIA section III(A)(1)(b).

Respondent violated SFMTA SIA § III(A)(1)(b) by accepting gifts from businesses seeking to enter into business with SFMTA when he accepted tickets to 14 sporting events hosted by sponsoring companies.

Count 6

Acceptance of gifts from restricted sources in violation of SF C&GC Code section 3.216(b).

Respondent violated SF C&GC Code section 3.216(b) when he accepted a ticket to the August 20, 2021 San Francisco Giants game from Synack, a restricted source technology and software company.

Count 7

Acceptance of gifts from restricted sources in violation of SF C&GC Code section 3.216(b).

Respondent violated SF C&GC Code section 3.216(b) when he accepted a ticket to the July 11, 2022 San Francisco Giants game from Okta, a restricted source technology and software company.

Count 8

Acceptance of gifts from restricted sources in violation of SF C&GC Code section 3.216(b).

Respondent violated SF C&GC Code section 3.216(b) when he accepted a ticket to the August 4, 2022 San Francisco Giants game from Morpheus Data, Stratascale, and Cohesity, restricted source technology and software companies.

Count 9

Acceptance of gifts from restricted sources in violation of SF C&GC Code section 3.216(b).

Respondent violated SF C&GC Code section 3.216(b) when he accepted two tickets to the September 28, 2022 San Francisco Giants game and merchandise from Informatica and LumenData, restricted source technology and software companies.

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Count 10

Acceptance of gifts from restricted sources in violation of SF C&GC Code section 3.216(b).

Respondent violated SF C&GC Code section 3.216(b) when he accepted two tickets and an Uber voucher to the October 14, 2022 San Jose Sharks game from Darktrace, a restricted source technology and software company.

Count 11

Acceptance of gifts from restricted sources in violation of SF C&GC Code section 3.216(b).

Respondent violated SF C&GC Code section 3.216(b) when he accepted a ticket to the October 23, 2022 San Francisco 49ers game from Darktrace, a restricted source technology and software company.

Count 12

Acceptance of gifts from restricted sources in violation of SF C&GC Code section 3.216(b).

Respondent violated SF C&GC Code section 3.216(b) when he accepted a ticket to the February 13, 2023 Golden State Warriors game from Port53 and Cisco, two restricted source technology and software companies.

Count 13

Acceptance of gifts from restricted sources in violation of SF C&GC Code section 3.216(b).

Respondent violated SF C&GC Code section 3.216(b) when he accepted a ticket to the February 24, 2023 Golden State Warriors game and merchandise from Strata, a restricted source technology and software company.

Count 14

Acceptance of gifts from restricted sources in violation of SF C&GC Code section 3.216(b).

Respondent violated SF C&GC Code section 3.216(b) when he accepted a ticket to the April 4, 2023 Golden State Warriors game from Genesys, a restricted source technology and software company.

Count 15

Acceptance of gifts from restricted sources in violation of SF C&GC Code section 3.216(b).

Respondent violated SF C&GC Code section 3.216(b) when he accepted a ticket to the April 25, 2023 San Francisco Giants game from Laceworks, a restricted source technology and software company.

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Count 16

Acceptance of gifts from restricted sources in violation of SF C&GC Code section 3.216(b).

Respondent violated SF C&GC Code section 3.216(b) when he accepted a ticket to the April 26, 2023 San Francisco Giants game from Netskope, a restricted source technology and software company.

Count 17

Acceptance of gifts from restricted sources in violation of SF C&GC Code section 3.216(b).

Respondent violated SF C&GC Code section 3.216(b) when he accepted a ticket to the May 16, 2023 San Francisco Giants game from LumApps, a restricted source technology company.

Count 18

Acceptance of gifts from restricted sources in violation of SF C&GC Code section 3.216(b).

Respondent violated SF C&GC Code section 3.216(b) when he accepted two tickets and Uber vouchers to the June 20, 2023 San Francisco Giants game from Sysdig and Cycode, restricted source technology and software companies.

Count 19

Acceptance of gifts from restricted sources in violation of SF C&GC Code section 3.216(b).

Respondent violated SF C&GC Code section 3.216(b) when he accepted a ticket to the August 16, 2023 San Francisco Giants game and food from KIS and Eaton, restricted source technology and software companies.

V. Penalty Assessment

This matter consists of three counts of violations of the San Francisco Campaign and Governmental Conduct Code. The San Francisco Charter authorizes the Commission to assess a maximum administrative penalty of \$5,000 per violation or “three times the amount which the person failed to report properly or unlawfully contributed, expended, gave or received.” SF Charter § C3.699-13(c)(i)(3).

Per Commission Regulations section 9(D), when determining penalties, the Ethics Commission considers all of the relevant circumstances surrounding the case, including but not limited to: (a) the severity of the violation; (b) the presence or absence of any intention to conceal, deceive, or mislead; (c) whether the violation was deliberate, negligent or inadvertent; (d) whether the violation was an isolated incident or part of a pattern; (e) whether the respondent has a prior record of violations of law; and (f) the degree to which the respondent cooperated with the investigation and demonstrated a willingness to remedy any violations.

Respondent’s use of City resources and City title in this matter resulted in Respondent obtaining thousands of dollars in incentives for attending webinars and through the

unauthorized use of City email accounts. Respondent also received at least \$8,806 in tickets to sporting events after claiming to be an IT Manager in communications with the sponsoring businesses. Respondent's use of significant amounts of City time and resources, including creating unauthorized City email accounts are severe and demonstrate a blatant abuse of City resources for private gain.

Regarding the use of the City title of IT Manager, Respondent maintained that he listed the title out of convenience, but the evidence appears more likely than not that Respondent listed the title so that he would be invited to the events. Several of the sponsoring business indicated that Respondent likely would not have been invited to the events had he not held such a position. The frequency with which Respondent attended these kinds of events and their marketing nature makes it clear Respondent used the position title to imply contracting or purchasing authority for personal gain.

Regarding the restricted source gift violation, as described above, the business entities were clearly seeking to do business with Respondent's department and gave him free access to the events in order to market their products to him in his purported position as IT Manager. Respondent's City email address and purported title led the organizers of these events to give Respondent tickets to the events even though Respondent's actual City position had no purchasing authority on behalf of SFMTA. Even if Respondent had been an IT Manager, it would still have been unlawful for him to attend the events by using his City title if those events were not associated with Respondent's City duties. The fact that Respondent embellished or falsified his City title in order to gain more personal benefits further indicates the severity of the violations. Respondent's conduct amounted to a violation of the trust the public has in City officials to conduct their duties honestly and fairly. Shortly after he was interviewed in connection with this matter Respondent resigned from SFMTA.

The facts of this case involve a severe misuse of City resources and title for personal gain. As a City employee, Respondent was charged with upholding the integrity of the government of San Francisco and maintaining the public's trust. Here, Respondent repeatedly abused and violated that trust for his personal gain. Respondent only discontinued his unlawful conduct after he was caught and confronted by investigators during the investigation.

Nevertheless, in mitigation, Respondent has since lost his job with the City. Additionally, Respondent has no history of violations of law with the Ethics Commission, had no disciplinary record with the City throughout his (fourteen and a half years) as an employee of the City, and has accepted full responsibility for his actions.

Because Respondent's actions involve serious violations and the betrayal of public trust in City government, and because Respondent engaged in most of this conduct on City time, parties agree that the appropriate penalty amount for counts 1-5 is \$5000 per count. Regarding counts 6-19, parties agree that a higher penalty of two times the amount that

Respondent unlawfully received from each restricted source during the last four years, which is within the statutes of limitations, is warranted.

In balancing the above facts and considering the penalty factors and to promote a future deterrent effect, Staff proposes, and Respondent agrees to, the following penalties for the above listed violations of City law.

Count 1 (Use of City resources): \$5,000

Count 2 (Use of City resources): \$5,000

Count 3 (Use of City resources): \$5,000

Count 4 (Holding oneself out as representative of one's department): \$5,000

Count 5 (Acceptance of gifts from businesses seeking to enter into contract with the department): \$5,000

Count 6 (Restricted Source gifts): \$500 (2x total value received)

Count 7 (Restricted Source gifts): \$392 (2x total value received)

Count 8 (Restricted Source gifts): \$742 (2x total value received)

Count 9 (Restricted Source gifts): \$1,950 (2x total value received)

Count 10 (Restricted Source gifts): \$1,750 (2x total value received)

Count 11 (Restricted Source gifts): \$584 (2x total value received)

Count 12 (Restricted Source gifts): \$3,621 (2x total value received)

Count 13 (Restricted Source gifts): \$2,576 (2x total value received)

Count 14 (Restricted Source gifts): \$2,276 (2x total value received)

Count 15 (Restricted Source gifts): \$386 (2x total value received)

Count 16 (Restricted Source gifts): \$400 (2x total value received)

Count 17 (Restricted Source gifts): \$1,000 (2x total value received)

Count 18 (Restricted Source gifts): \$1,227 (2x total value received)

Count 19 (Restricted Source gifts): \$208 (2x total value received)

TOTAL PENALTIES: \$42,611