

IN THE MATTER OF ROSE-ELLEN MYERS
COIB CASE NO. 2016-735
FEBRUARY 17, 2017

SUMMARY: In a three-way settlement between the Board and the New York Financial Information Services Agency and the New York City Office of Payroll Administration (“FISA”), FISA’s First Deputy Executive Director paid a \$2,500 fine to the Board for helping her daughter obtain a position with a firm that receives funding from the City and with which she interacted in her City position. Specifically, during a meeting with the vendor’s CEO that the First Deputy Executive Director attended on behalf of FISA, the First Deputy Executive Director learned that the vendor wanted to hire a recent college graduate with compliance experience. The First Deputy Executive Director suggested her daughter as a candidate. The daughter applied for the position, using the First Deputy Executive Director’s name, and the vendor hired the daughter for a position other than the one its CEO had mentioned. No other candidates were interviewed for that position. The First Deputy Executive Director acknowledged that, by this conduct, she violated the City’s conflicts of interest law, which prohibits a public servant from using his or her City position to help his or her child get a job. *COIB v. R. Myers*, COIB Case No. 2016-735 (2017).

STIPULATION AND DISOSITOIN:

WHEREAS, the New York City Financial Information Services Agency (“FISA”) referred to the New York City Conflicts of Interest Board (the “Board”) allegations that Rose- Ellen Myers (“Respondent”) engaged in certain conduct that violated the City of New York’s conflicts of interest law, Chapter 68 of the New York City Charter (“City Charter”); and

WHEREAS, since FISA sought to take disciplinary action, the Board referred this matter back to FISA pursuant to Section 2603(e)(2)(d) of Chapter 68; and

WHEREAS, the Board, FISA, and Respondent wish to resolve this matter on the following terms;

IT IS HEREBY AGREED by and among the parties as follows:

1. In full satisfaction of the above-captioned matter, Respondent admits to the following:

- a. I have been employed by New York City since December 15, 1980, and, since April 20, 2000, I have been employed by FISA, most recently as First Deputy Executive Director. As such, I have been and continue to be a “public servant” within the meaning of Chapter 68.
- b. As First Deputy Executive Director of FISA, during August 2015, I oversaw the New York City Automated Personnel System (“NYCAPS”), a New York City Department of Citywide Administrative Services (“DCAS”) database application

run at FISA. Hudson Valley Systems (“HVS”) provided application development for a New York City Department of Education (“DOE”) interface with NYCAPS. HVS had multiple contracts with DOE worth tens of millions of dollars, a Master Agreement Consultant Contract with FISA, and was eligible to receive assignments of future NYCAPS work pursuant to the requirements contract. I frequently met with HVS with reference to its development of the DOE interface with NYCAPS and had been working with HVS on DOE projects for many years.

- c. During the summer of 2015, in a meeting with FISA that I attended, HVS’s CEO mentioned that he wanted to hire a recent college graduate with compliance experience to assist in transitioning responsibility for maintenance of the interface from HVS to DOE. I suggested my daughter as a candidate. My daughter applied for the position, using my name. HVS hired her for a position other than the one its CEO originally mentioned at the meeting I attended. No other candidates were interviewed for the position my daughter assumed.
- d. I acknowledge that, by recommending my daughter for a job with a City contractor that I knew through my City position and that had or reasonably could be expected to have matters before me at FISA, I used my position to provide a benefit to my daughter in violation of City Charter § 2604(b)(3), which states:

No public servant shall use or attempt to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant.

A person “associated” with a public servant includes one’s child. City Charter §2601 (5).

2. The Board considered the penalties imposed in prior cases involving similar facts, specifically recommending an associate for a job with a City vendor, in determining the appropriate penalty of a fine of Two Thousand Five Hundred Dollars (\$2,500.00).

3. Respondent agrees to the following:

- a. I agree to pay a fine of Two Thousand Five Hundred Dollars (\$2,500.00) to the New York City Conflicts of Interest Board, due upon my signing this disposition, and paid by money order or by cashier, bank or certified check, made payable to the “New York City Conflicts of Interest Board.”
- b. I agree that this Disposition is a public and final resolution of the above-captioned matter only.
- c. I knowingly waive on my behalf and on behalf of my successors and assigns any rights to commence any judicial or administrative proceeding or appeal before any court of competent jurisdiction, administrative tribunal, political

subdivision, or office of the City or the State of New York or the United States, and to contest the lawfulness, authority, jurisdiction, or power of the Board or FISA in imposing the penalty which is embodied in this Disposition, and I waive any right to make any legal or equitable claims or to initiate legal proceedings of any kind against the Board or FISA, or any members or employees thereof relating to or arising out of this Disposition or the matters recited therein.

- d. I confirm that I have entered into this Disposition freely, knowingly, and intentionally, without coercion or duress, having being provided with the opportunity to be represented by an attorney of my choice; that I accept all terms and conditions contained herein without reliance on any other promises or offers previously made or tendered by any past or present representative of the Board or FISA; and that I fully understand all the terms of this Disposition.
- e. I agree that any material misstatement of the facts of this matter, including of the Disposition, by me or by my attorney or agent shall, at the discretion of the Board, be deemed a waiver of confidentiality of this matter.

4. The Board and FISA accept this Disposition and the terms contained herein as a final disposition of the above-captioned matter only, and affirmatively state that other than as recited herein, no further action will be taken by the Board or FISA against Respondent based upon the facts and circumstances set forth herein, except that the Board and FISA shall be entitled to take any and all actions necessary to enforce the terms of this Disposition.

5. This Disposition shall not be effective until all parties have affixed their signatures below.

Dated: January 5, 2017

_____/s/
Rose-Ellen Myers
Respondent

Dated: January 5, 2017

_____/s/
Maureen A. Murphy
General Counsel
NYC Financial Information Services Agency and
NYC Office of Payroll Administration

Dated: February 17, 2017

_____/s/
Richard Briffault
Chair
NYC Conflicts of Interest Board