

**IN THE MATTER OF TANYA DEMPSEY
COIB CASE NO. 2016-161
MAY 17, 2017**

SUMMARY: The Board fined a former Budget Director and Senior Director for Strategy and Program Development for the New York City Housing Authority (“NYCHA”) \$9,500 for negotiating for and accepting a position with a firm while working on NYCHA matters with the firm, including authorizing NYCHA work and payments to it. These employment negotiations, which were ultimately successful, took place over a ten-month period and included numerous emails and in-person meetings. *COIB v. Dempsey*, COIB Case No. 2016-161 (2017).

STIPULATION AND DISPOSITION:

WHEREAS, the New York City Conflicts of Interest Board (the “Board”) commenced an enforcement action pursuant to Section 2603(h)(1) of the City of New York’s conflicts of interest law, Chapter 68 of the New York City Charter (“Chapter 68”) against Tanya Dempsey (“Respondent”); and

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

IT IS HEREBY AGREED, by and between the parties, as follows:

1. In full satisfaction of the above-captioned matter, Respondent admits to the following:
 - a) From March 2, 2009, to February 13, 2015, I was employed by the New York City Housing Authority (“NYCHA”). As such, during that time I was a “public servant” within the meaning of Chapter 68.
 - b) From May 29, 2013, until September 8, 2014, I held the position of Budget Director at NYCHA pursuant to which I was assigned various duties relating to the finances of NYCHA. Among my assigned duties was to, on occasion, act as a liaison with the consulting firm CSG Advisors (“CSG”) that provided advice to NYCHA concerning a NYCHA federalization project, rental assistance demonstration deals, and long-term strategic planning. During my tenure as Budget Director there were occasions when I approved payments by NYCHA to CSG for work performed.
 - c) From September 8, 2014, until February 13, 2015, I held the position of Senior Director for Strategy and Program Development in NYCHA’s Department of Development. In this capacity, I was responsible for evaluating the feasibility of converting conventional public housing to Section 8 housing. Because CSG provided consultant services related to the feasibility study I worked on, I was asked by my direct supervisor to authorize work to be performed with CSG, which I did.

- d) In February 2014, I commenced discussions with CSG staff about possible employment because I had determined that it was in my best interest to explore the possibilities for alternative employment. I exchanged emails with CSG personnel and met with them. I informed NYCHA on November 17, 2014, of my intention to resign, but deferred my resignation until February 13, 2015, so that I could complete my work on two (2) NYCHA projects unrelated to CSG's consultant services for NYCHA prior to terminating my employment. In December 2014, I was given a verbal offer of employment by CSG, which I accepted in early January 2015. I resigned from NYCHA effective February 13, 2015, and thereafter began employment at CSG as a Vice President.
- e) I acknowledge that, by negotiating for and accepting a position at CSG while working on NYCHA matters with CSG, I violated Section 2604(d)(1) of Chapter 68 of the City Charter, which provides:

No public servant shall solicit, negotiate for or accept any position (i) from which, after leaving city service, the public servant would be disqualified under this subdivision, or (ii) with any person or firm who or which is involved in a particular matter with the city, while such public servant is actively considering, or is directly concerned or personally participating in such particular matter on behalf of the city.

2. The Board took into account the extent of Respondent's ultimately successful negotiations with CSG to secure a position while simultaneously authorizing NYCHA payments to and performing work with CSG in determining the appropriate penalty of a fine of Nine Thousand Five Hundred Dollars (\$9,500.00).

3. In recognition of the foregoing, Respondent agrees to the following:

- a) I agree to pay a fine of Nine Thousand Five Hundred Dollars (\$9,500.00) to the Board, by money order or by cashier check, bank check, or certified check, made payable to the "New York City Conflicts of Interest Board."
- b) I understand that this Disposition is a public and final resolution of the Board's action against me.
- c) I acknowledge that the execution of this Disposition resolves all issues between the Board and myself concerning the above-described violation and constitutes a waiver by me of any rights I may have 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 in imposing the fine 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 any members or employees thereof, relating to or arising out of this Disposition or the matters recited herein.

- d) I confirm that I have entered into this Disposition freely, knowingly, and intentionally, without coercion or duress and having been represented by the 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; and that I fully understand all the terms of this Disposition.
- e) I agree that any material misstatement of the facts of this Chapter 68 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.

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

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

Dated: April 7, 2017

_____/s/
Tanya Dempsey
Respondent

Dated: March 13, 2017

_____/s/
Charles E. Williams, III
Peckar & Abramson, P.C.
Attorney for Respondent

Dated: May 17, 2017

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