IN THE MATTER OF JAHNEILLE EDWARDS COIB CASE NO. 2015-550 OATH INDEX NO. 170092 FEBRUARY 17, 2017

SUMMARY: The Board imposed an \$8,000 fine, reduced to \$1,000 on a showing of financial hardship, on a former Councilmanic Aide for the New York City Council (the "Council"). Within one year of leaving City service, the former Councilmanic Aide communicated on eight occasions with Council employees and Council Members on behalf of her new employer, a registered lobbyist. The Councilmanic Aide admitted that her communications with the Council, which included asking Council staff to set up appointments with Council Members and meeting with and lobbying Council Members, violated City Charter § 2604(d)(2). *COIB v. J. Edwards*, COIB Case No. 2015-550 (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 Chapter 68 of the New York City Charter ("Chapter 68") against Jahneille Edwards ("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. I was employed by the New York City Council (the "Council") from March 6, 2013, until May 5, 2015, as a Councilmanic Aide to Council Member Donovan Richards. As such, I was a "public servant" within the meaning of and subject to Chapter 68 during this time.
- b. In May 2015, after leaving the Council, I began working as a Legislative Liaison for the Long Island Board of Realtors ("LIBOR"), a not-for-profit trade association that is registered with the City of New York as a lobbyist and lobbies Council Members.
- c. Sometime in or around May 2015, I placed a telephone call to the scheduler for Council Member Donovan Richards to request an in-person meeting with Council Member Richards to discuss LIBOR matters; during this telephone call, I scheduled an appointment with Council Member Richards for July 13, 2015.

- d. On or around July 13, 2015, I met with Council Member Richards at his District Office to discuss LIBOR matters. During the meeting, I advised Council Member Richards that LIBOR could be a resource for him and that LIBOR was interested in maintaining a relationship with him. I also voiced various complaints of LIBOR members and discussed foreclosure recovery and housing discrimination regulations.
- e. In or around July 2015, I emailed the scheduler for Council Member I. Daneek Miller to request an in-person meeting with Council Member Miller to discuss LIBOR matters.
- f. In or around July 2015, I placed a follow-up telephone call to Council Member Miller's scheduler and left a voicemail message requesting an inperson meeting with Council Member Miller to discuss LIBOR matters.
- g. In or around July 2015, I placed a second follow-up telephone call to Council Member Miller's scheduler and left a voicemail message requesting an in-person meeting with Council Member Miller to discuss LIBOR matters.
- h. In or around July 2015, I emailed a Council employee assigned to the office of Council Member Ruben Wills to request an in-person meeting with Council Member Wills to discuss LIBOR matters.
- i. In or around July 2015, I placed a follow-up telephone call to Council Member Wills's office to request an in-person meeting with Council Member Wills to discuss LIBOR matters; during this telephone call, I scheduled a meeting with Council Member Wills for July 30, 2105.
- j. On or around July 30, 2015, I met with Council Member Wills at his District Office to discuss LIBOR matters. During the meeting, I advised Council Member Wills that LIBOR could be a resource for him and that LIBOR was interested in maintaining a relationship with him. I also voiced various complaints of LIBOR members and discussed foreclosure recovery and housing discrimination regulations.
- k. I acknowledge that, by communicating with Council staff and Council Members on behalf of my private employer within one year of leaving City service, I violated Section 2604(d)(2) of the City Charter. City Charter § 2604(d)(2) states in relevant part:

No former public servant shall, within a period of one year after termination of such person's service with the city, appear before the city agency served by such public servant. Section 2601(5) of the City Charter defines "appear" as "to make any communication, for compensation, other than those involving ministerial matters."

2. The Board, after examining prior cases in which a former public servant communicated for compensation multiple times with his or her former agency within one year of leaving City service, has determined that the appropriate penalty in this case is an \$8,000 fine. The Board accepts Respondent's claim of financial hardship, supported by documentation provided by Respondent reflecting her current unemployment, limited financial assets, and significant ongoing financial obligations, including caring for an infant, and agrees to forgive \$7,000 of the \$8,000 fine.

- 3. Respondent agrees to the following:
 - a. I agree to the imposition of an \$8,000 fine by the Board and to the reduction of that fine to \$1,000.
 - b. I agree to pay a fine of One Thousand Dollars (\$1,000.00) 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," at the time of my signing of this Disposition.
 - c. I agree that this Disposition is a public and final resolution of the Board's action against me.
 - d. 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 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 any members or employees thereof relating to, or arising out of this Disposition or the matters recited therein.
 - e. I confirm that I have entered into this Disposition freely, knowingly, and intentionally, without coercion or duress and after having had the opportunity to be represented by an attorney of my choice and having declined that opportunity; 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.
 - f. 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.

4. The Board accepts 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 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.

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

Dated: February 8, 2017

/s/

Jahneille Edwards Respondent

Dated: February 17, 2017

/s/

Richard Briffault Chair NYC Conflicts of Interest Board