

**IN THE MATTER OF ALEJANDRO SANTANA  
COIB CASE NO. 2015-778  
DECEMBER 16, 2016**

**SUMMARY:** The Board fined a New York City Health + Hospitals (“H+H”) Supervisor of Stock Workers \$2,500 for using his H+H computer, email account and H+H printers on at least twelve occasions during his H+H work hours to do design and printing jobs for his wife’s campaign for a New Jersey county committee position and for a not-for-profit organization his wife served as President, as well as for the political campaign of another individual. The City’s conflicts of interest law prohibits public servants from using City time or resources for any non-City purpose, particularly political activities. *COIB v. A. Santana*, COIB Case No. 2015-778 (2016).

**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 Alejandro Santana (“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. Since January 8, 1996, I have been employed by New York City Health + Hospitals (“H+H”), most recently as a Supervisor of Stock Workers Level 1 at Lincoln Medical and Mental Health Center in the Bronx (“Lincoln”). As such, I am a “public servant” within the meaning of and subject to Chapter 68.
- b. In 2012, my wife ran for a local county committee position in New Jersey. During my H+H work hours, I used Lincoln’s print shop to print copies of approximately five to ten flyers for her political campaign.
- c. During my H+H work hours, I used my H+H computer to create and/or edit a flyer for the political campaign of another individual.
- d. My wife serves as the president of a not-for-profit organization called the Bogota Community Alliance (the “BCA”). Since 2010, I used my H+H computer, email account, and printers on at least ten occasions to perform design and printing jobs for my wife and BCA, including printing flyers and tickets for BCA events and fundraisers such as the 2013 BCA pancake breakfast and the 2013 BCA beauty pageant.

- e. I acknowledge that, by performing work for two political campaigns and my wife's not-for-profit organization during my H+H work hours, I violated City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(a), which state respectively:

No public servant shall engage in any business, transaction or private employment, or have any financial or other private interest, direct or indirect, which is in conflict with the proper discharge of his or her official duties.

Except as provided in subdivision (c) of this section, it shall be a violation of City Charter § 2604(b)(2) for any public servant to pursue personal and private activities during times when the public servant is required to perform services for the City.

- f. I acknowledge that, by using my H+H computer, email account and printers to perform work for two political campaigns and my wife's not-for-profit organization, I violated City Charter § 2604(b)(2), cited above, pursuant to Board Rules § 1-13(b), which states:

Except as provided in subdivision (c) of this section, it shall be a violation of City Charter § 2604(b)(2) for any public servant to use City letterhead, personnel, equipment, resources, or supplies for any non-City purpose.

2. The Board considered the penalties imposed in prior cases in which public servants used City time and resources to perform work related to political campaigns or other personal, non-City purposes in determining the appropriate penalty in this case of a fine of Two Thousand Five Hundred Dollars (\$2,500.00).

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

- a. I agree to pay a fine of Two Thousand Five Hundred Dollars (\$2,500.00) 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 agree that this Disposition is a public and final resolution of the Board's charges against me.
- 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 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.

- d. I confirm that I have been represented by an attorney of my choice in this proceeding and that I have entered into this disposition freely, knowingly, and intentionally, without coercion or duress; 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 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 states 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: November 17, 2016

\_\_\_\_\_/s/  
Alejandro Santana  
Respondent

Dated: November 18, 2016

\_\_\_\_\_/s/  
Hugo Ortega  
Tanner & Ortega, LLP  
Counsel for Respondent

Dated: December 16, 2016

\_\_\_\_\_/s/  
Richard Briffault  
Chair  
NYC Conflicts of Interest Board