

**IN THE MATTER OF NANCY MERCADO**  
**COIB CASE NO. 2016-466a**  
**MAY 17, 2017**

**SUMMARY:** For a period of two months, a now former DPR Director of Central Communications permitted her spouse, a DPR Urban Park Ranger, to park her spouse's personal vehicle in a DPR parking space without proper authorization. In addition, the former Director made a DPR vehicle available to her spouse so she could continue her commute to her assigned DPR location. This was also done without proper authorization. The former Director of Communications acknowledged that she violated the conflicts of interest law by using her City position to benefit her spouse, and both acknowledged that they violated the conflicts of interest law by misusing a DPR parking space and a DPR vehicle for a personal non-City purpose. In three-way settlements with the Board and DPR, the former Director of Central Communications (now an Associate Urban Park Ranger) agreed to pay a \$750 fine and the Urban Park Ranger agreed to pay a \$500 fine, which took into account the mitigating factor that the Urban Park Ranger also used the DPR vehicle to conduct her DPR duties while her assigned vehicle was unavailable. Both fines were split evenly between the Board and DPR. *COIB v. E. Holmes*, COIB Case No. 2016-466 (2017); *COIB v. N. Mercado*, COIB Case No. 2016-466a (2017).

**STIPULATION AND DISPOSITION:**

**WHEREAS**, the New York City Department of Parks and Recreation ("DPR") served disciplinary charges against Nancy Mercado ("Respondent"), pursuant to Section 75 of the Civil Service Law, alleging conduct that violated the DPR Standards of Conduct and the City of New York's conflicts of interest law, found in Chapter 68 of the New York City Charter ("City Charter"); and

**WHEREAS**, given that related disciplinary charges were pending at DPR, the New York City Conflicts of Interest Board (the "Board") referred this matter to DPR pursuant to Section 2603(e)(2)(d) of Chapter 68; and

**WHEREAS**, DPR, the Board, and Respondent wish to resolve the above captioned matters on the following terms,

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

1. Respondent admits to the following:
  - a. Since July 31, 1990, I have been employed by DPR as an Urban Park Ranger. As such, I have been and remain a "public servant" within the meaning of and subject to Chapter 68.
  - b. At all times relevant to the events stated herein, I was assigned to work alternately in Central Park and at Randall's Island. I was personally responsible for the costs of commuting to and from my work locations and was not permitted to use a DPR vehicle for this purpose.

- c. From February to March 2016, without authorization from DPR, I parked my personal vehicle at DPR's Central Communications Office in Lower Manhattan, a location closer to my home than my assigned work locations, and left my car parked there throughout my work day. I then clocked in and used a DPR vehicle that was not assigned to me to commute to and from my work location.
- d. I represent that I used a DPR vehicle from Central Communications in part because another vehicle that I had been issued by DPR was being repaired. However, I did not obtain approval for this arrangement from anyone in my DPR chain of command.
- e. I acknowledge that, by parking my personal vehicle in a DPR parking space without authorization and driving a DPR vehicle that was not assigned to me to commute to and from my work location, I violated the DPR Standards of Conduct, Chapter 3, Rule X, and the City's conflicts of interest law, City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b), which provide:

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. [Charter § 2604(b)(2)]

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. [Board Rules § 1-13(b)]

2. DPR and the Board, after reviewing prior cases involving the misuse of City vehicles and considering as a mitigating factor that Respondent also used the DPR vehicle to conduct her DPR duties while her assigned vehicle was unavailable, have determined that the appropriate penalty to resolve this matter is the payment of a Five Hundred Dollar (\$500) fine, divided evenly between DPR and the Board.

3. Respondent agrees to the following:

- a. I agree to pay a fine of Two Hundred and Fifty Dollars (\$250) to DPR, to be deducted by DPR from my paycheck.
- b. I agree to pay a fine of Two Hundred and Fifty Dollars (\$250) to the Board, by money order or by cashier, bank, or certified check, made payable to the "New York City Conflicts of Interest Board," at the time of my signing this Disposition.
- c. I agree that this stipulation and disposition is a public and final resolution of the above-captioned matter only.

- d. I hereby waive any and all rights, including any right to a disciplinary hearing pursuant to Sections 75 and 76 of the Civil Service Law and any applicable collective bargaining agreement.
- e. 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 DPR in imposing the penalty which is embodied in this stipulation and 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 DPR, or any members or employees thereof relating to or arising out of this stipulation and disposition or the matters recited therein.
- f. I confirm that I have entered into this stipulation and disposition freely, knowingly, and intentionally, without coercion or duress, and having been represented by the union representative 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 DPR; and that I fully understand all the terms of this stipulation and disposition.
- g. I agree that any material misstatement of the facts of this matter, including of the stipulation and 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 DPR accept this stipulation and disposition and the terms contained herein as a final disposition of the above-captioned matters only, and affirmatively state that, other than as recited herein, no further action will be taken by the Board or DPR against Respondent based upon the facts and circumstances set forth herein, except that the Board and DPR shall be entitled to take any and all actions necessary to enforce the terms of this stipulation and disposition.

5. This stipulation and disposition shall not be effective until all parties have affixed their signatures below.

Dated: January 11, 2017

\_\_\_\_\_/s/  
Nancy Mercado  
Respondent

Dated: January 11, 2017

\_\_\_\_\_/s/  
Marlena Giga  
Union Representative for Respondent  
Local 983

Dated: January 11, 2017

\_\_\_\_\_/s/  
Julie Stein  
Agency Attorney  
NYC Department of Parks and Recreation

Dated: May 17, 2017

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