

CITY OF NEW YORK CONFLICTS OF INTEREST BOARD

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FOR IMMEDIATE RELEASE

August 26, 2014

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FORMER DEPUTY COMMISSIONER FINED \$1,000 FOR REVOLVING DOOR VIOLATION

In a settlement with the New York City Conflicts of Interest Board, the former General Counsel and Deputy Commissioner for the New York City Mayor's Office for People with Disabilities paid a \$1,000 fine for communicating with his former agency within one year of leaving City service in violation of the post-employment restriction barring certain appearances before one's former City agency during the first year out of City service. The former General Counsel and Deputy Commissioner contacted a Junior State Affairs Representative at the Mayor's Office of Legislative Affairs only three months after leaving City service to request an introduction to an employee of the New York State Governor's Office so as to gain assistance from the Governor's Office in obtaining a waiver for his private, out-of-state firm to be a vendor for the Metropolitan Transportation Authority.

The Conflicts of Interest Board took the occasion of this settlement to remind City officials and workers that, for one year after leaving City service, they may not communicate with their former agency on behalf of a private employer or their own private firm. Scroll down or click [here](#) to view the public disposition in this case. All of the Board's dispositions are available free of charge, in full-text searchable form, on the website for the Center for New York City Law at New York Law School (www.CityAdmin.org).

Ethan A. Carrier, Associate Counsel, handled this case for the Board.

The Conflicts of Interest Board is the City's ethics board and is charged with interpreting and enforcing the City's conflicts of interest, annual disclosure, and lobbyist gift laws. For more information about the Board, visit: <http://nyc.gov/ethics>. Anyone with questions about the law is urged to contact the Board through its website or by calling (212) 442-1400.

The Board does not comment on its dispositions, except as set forth

above. For additional public information about the Board's enforcement activities—including summaries of all prior enforcement dispositions and fines imposed—visit the Board's website: www.nyc.gov/html/conflicts/html/units/enforcement.shtml.

THE CITY OF NEW YORK
CONFLICTS OF INTEREST BOARD

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In the Matter of :
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JASON MISCHEL : **DISPOSITION**
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Respondent. : COIB Case No. 2014-310
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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 Jason Mischel (“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’s Mayor’s Office for People with Disabilities from February 2, 2004, until January 6, 2014, most recently as Deputy Commissioner and General Counsel. As such, during this time, I was a “public servant” within the meaning of and subject to Chapter 68.
 - b. My first post-employment year began on January 6, 2014, and will end on January 6, 2015.
 - c. In January 2014, after leaving the Mayor’s Office, I began working as Executive Vice President and General Counsel of a Louisiana-based company that manufactures blast-resistant security doors and gates, among other security-related structures (the “Firm”).
 - d. On April 8, 2014, having been informed by a representative of the Metropolitan Transportation Authority (“MTA”) that the Firm would need a waiver from the State to do direct contracting with the MTA because it is a Louisiana company, I contacted a Junior State Affairs Representative at the Mayor’s Office of Legislative Affairs on behalf of the Firm to request an introduction to an employee of the New York State Governor’s Office so as to gain assistance from the Governor’s Office in obtaining said waiver. The Junior State Affairs

Representative informed me that, by contacting the Mayor's Office, I may have violated Chapter 68.

- e. Later that same day, I performed my own research and realized that I, in fact, did violate a section of Chapter 68 of the Charter, and, as a result I contacted the General Counsel of the Board to report my violation and seek guidance.
- f. I acknowledge that, by communicating with the Mayor's Office on behalf of my private employer within one year of the termination of my employment with Mayor's Office, I violated Chapter 68, specifically City Charter § 2604(d)(2). 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; provided, however, that nothing contained herein shall be deemed to prohibit a former public servant from making communications with the agency served by the public servant which are incidental to an otherwise permitted appearance in an adjudicative proceeding before another agency or body, or a court, unless the proceeding was pending in the agency served during the period of the public servant's service with that agency.

Pursuant to City Charter § 2601(4), "appear" means "to make any communication, for compensation, other than those involving ministerial matters."

- g. I subsequently learned that it is actually the State Agency Head, and not the potential vendor, that would be required to seek the waiver predicated on the Agency Head's determination that to do so would be in the best interests of the State.
2. In recognition of the foregoing, Respondent agrees to the following:
- a. I agree to pay a fine of One Thousand Dollars (\$1,000) to the Board, by money order or by cashier, bank, or certified check, made payable to the "New York City Conflicts of Interest Board."
 - b. 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

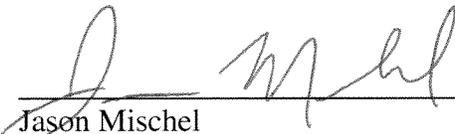
Board, or any members or employees thereof relating to or arising out of this Disposition or the matters recited therein.

- c. I confirm that I have entered into this Disposition freely, knowingly, and intentionally, without coercion or duress and after having been 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; and that I fully understand all the terms of this Disposition.
- d. 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.

3. 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.

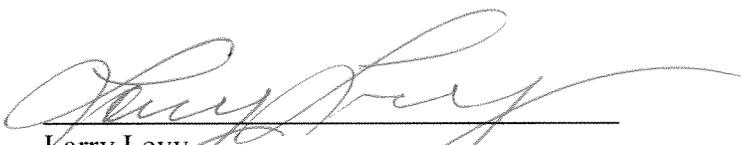
4. This Disposition shall not be effective until all parties have affixed their signatures below.

Dated: July 26, 2014



Jason Mischel
Respondent

Dated: July 29, 2014



Larry Levy
Bracewell & Giuliani LLP
Counsel for Respondent

Dated: August 20, 2014



Richard Briffault
Chair
NYC Conflicts of Interest Board