

**IN THE MATTER OF FELITA RAMSAMI
COIB CASE NO. 2007-627
OCTOBER 17, 2008**

SUMMARY: The Board fined a New York City Employees' Retirement System Director of Human Resources \$750 for using her subordinate's credit card to buy four pieces of furniture for her home, for which purchases she repaid her subordinate one month later. The Director of Human Resources admitted that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and prohibits a public servant from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant. *COIB v. Ramsami*, COIB Case No. 2007-627 (2008).

STIPULATION AND DISPOSITION:

WHEREAS, the New York City Conflicts of Interest Board (the "Board") and Respondent Felita Ramsami wish to resolve this matter on the following terms,

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

In full satisfaction of the above-captioned matter, Respondent admits the following:

1. From April 5, 2004, to the present, I have been employed by the New York City Employees' Retirement System ("NYCERS"), most recently as Director of Human Resources.
2. At all relevant times hereafter mentioned, I was a public servant within the meaning of Chapter 68 of the New York City Charter ("Chapter 68").
3. In or around May 2006, I used the credit card of my subordinate to purchase four pieces of children's furniture online at Target.com totaling \$534.73.
4. In or around May 2006, I returned two of the pieces of furniture I purchased at Target.com and kept the other two pieces of furniture, for a new total of \$311.54.
5. In or around June 2006, I repaid my subordinate \$311.54 for the two pieces of furniture. I have been informed by the Board that interest and finance charges accrued on my subordinate's credit card from May 2006 to June 2006 as a result of my purchases.
6. I acknowledge that by using my subordinate's credit card to buy furniture and by allowing interest and finance charges to accrue during the time I had not yet paid

her back, I violated Chapter 68, specifically City Charter §§ 2604(b)(3) and 2604(b)(14), which state respectively:

No public servant shall use or attempt to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. [Charter § 2604(b)(3)]

No public servant shall enter into any business or financial relationship with another public servant who is a superior or subordinate of such public servant. [Charter § 2604(b)(14)]

7. In recognition of the foregoing, I agree to pay a fine of \$750.00 (Seven Hundred Fifty Dollars) to the Board upon signature of this Disposition, by money order or by cashier, bank, or certified check, made payable to the “New York City Conflicts of Interest Board.”
8. I agree that this Disposition is a public and final resolution of the charges against me.
9. 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.
10. 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.
11. 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.

12. 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.
13. This Disposition shall not be effective until all parties have affixed their signatures below.

Dated: September 19, 2008

_____/s/
Felita Ramsami
Respondent

Dated: October 17, 2008

_____/s/
Steven B. Rosenfeld
Chair
NYC Conflicts of Interest Board