

THE CITY OF NEW YORK
CONFLICTS OF INTEREST BOARD

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In the Matter of :
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: **DISPOSITION**
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GREGG BISHOP : COIB Case No. 2020-328
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Respondent. :
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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 the City’s conflicts of interest law, found in Chapter 68 of the New York City Charter (“Chapter 68”), against Gregg Bishop (“Respondent”); and

WHEREAS, the Board and Respondent wish to resolve this matter on the following terms;

IT IS HEREBY AGREED, by and among the parties, as follows:

1. In full satisfaction of the above-captioned matter, Respondent admits to the following:
 - a. From October 20, 2008, to July 7, 2020, I was employed by the New York City Department of Small Business Services (“SBS”). During this time, I was a “public servant” within the meaning of and subject to Chapter 68.
 - b. I served as SBS Commissioner from 2015 until my departure from SBS in 2020.
 - c. As SBS Commissioner, I was assigned a City vehicle to perform my work as Commissioner and to commute to and from my apartment in Downtown Brooklyn.
 - d. In 2019, I used my assigned SBS vehicle as follows:
 - i. On 10 occasions, I drove to my mother’s house;
 - ii. On 13 occasions, I drove to the church I attend;
 - iii. On 11 occasions, I drove to my barbershop;
 - iv. On one occasion, after visiting a City-funded workforce development non-profit provider in the Bronx, I drove to Queens on a Saturday to pick up a personal package; and
 - v. On 11 occasions, I drove on Friday and Saturday nights to restaurants in the Bronx, Manhattan, and Brooklyn. I was frequently joined in these meals by current and prospective members of the New York City business community.
 - e. These trips, which were all within New York City, totaled more than 300 miles.

- f. I believed that much of my travel fulfilled my mission as SBS Commissioner in that, through my interaction with the patrons of my barbershop, the congregants at my church, and the people I dined with on Friday and Saturday nights, I provided information regarding SBS services to current and prospective members of the New York City business community and gained insight into how SBS could better address their needs. However, I acknowledge that attending church, getting my hair cut, and eating in restaurants after work hours are, generally speaking, purely personal activities for which City vehicles are not intended.
- g. While I mistakenly believed that it was permissible for me to use the vehicle assigned to me as Commissioner of SBS in the manner described above because I understood that the Mayor expected me to be available by car at all times and because I believed there was a City purpose for some of my travel, I now acknowledge that, by using an SBS vehicle for these personal trips, I used a City resource for a non-City purpose in violation of City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b), 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 use City letterhead, title, personnel, equipment, resources, supplies, or technology assets for any non-City purpose. For purposes of this subdivision “technology assets” includes but is not limited to e-mail accounts, internet access, and official social media accounts.

2. In assessing the penalty in this case, the Board considered that Respondent was the head of a City agency who should be held to a particularly high standard of compliance with Chapter 68 and that he made significant personal use of a City vehicle. The Board also considered the unique responsibilities of the SBS Commissioner, which include outreach to business owners throughout New York City, and that Respondent believed that much of his travel served that responsibility. Balancing these factors, the Board determined that the appropriate penalty in this case is a fine of Four Thousand Five Hundred Dollars (\$4,500).

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

- a. I agree to pay a fine of Four Thousand Five Hundred Dollars (\$4,500) to the Board in the form of a money order or cashier’s, bank, or certified check or made out to “New York City Conflicts of Interest Board” at the time of my signing this disposition.
- 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 entered into this Disposition freely, knowingly, and intentionally, without coercion or duress and 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.
- 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 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: July 29, 2021



Gregg Bishop
Respondent

Dated: July 30, 2021



Claude Millman
Kostelanetz & Fink, LLP
Attorney for Respondent

Dated: September 14, 2021



Jeffrey D. Friedlander
Chair
NYC Conflicts of Interest Board