

STATE OF NEW YORK
JOINT COMMISSION ON PUBLIC ETHICS

540 Broadway
Albany, New York 12207

IN THE MATTER OF WILLIAM C. LINDNER,

Director of Consulting Services
at the Metropolitan Transportation Authority.

"JCOPE" Rec'd

APR - 4 2016

SUBSTANTIAL BASIS INVESTIGATION REPORT
AND SETTLEMENT AGREEMENT

Case No. 15-168

WHEREAS, the Joint Commission on Public Ethics ("Commission") is authorized by Executive Law § 94 to conduct an investigation to determine whether a substantial basis exists to conclude that any violations of the Public Officers Law have occurred, to issue a report of its findings of fact and conclusions of law, and to impose penalties for any violation;

WHEREAS, William C. Lindner ("Respondent") is employed as the Director of Consulting Services, Sandy Recovery and Resiliency Unit of the New York City Transit Division of the Metropolitan Transportation Authority ("MTA"), from 2001 to present;

WHEREAS, the MTA Office of the Inspector General ("MTA IG") referred this matter to the Commission for its consideration;

WHEREAS, on November 24, 2015, a letter was sent to Respondent alleging violations of Public Officers Law §§ 73(15)(a) and 74(3)(d), (e), (f), and (h), which afforded Respondent fifteen (15) days to respond and on December 7, 2015, Respondent denied the allegations;

WHEREAS, on or about January 11, 2016, after a hearing, the MTA found Respondent violated MTA Code of Ethics and suspended Respondent without pay for eight weeks, placed Respondent on one-year of probation, and required Respondent to take additional ethical training;

WHEREAS, on December 22, 2015, a Notice of Substantial Basis Investigation was issued;

WHEREAS, Respondent and the Commission, the parties to this Settlement Agreement ("Agreement"), have agreed to resolve this matter in a manner that avoids additional administrative and/or adjudicatory proceedings;

NOW THEREFORE, in consideration of the mutual covenants made herein, as the final settlement of this matter, the parties stipulate and agree that:

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1. Respondent admits that from in or about February 2010 to in or about July 2014, while serving as a Contract Manager and through his position as Director of Consultancy Services, he participated in vendor selection activities and engaged in negotiations with Parsons Brinkerhoff, Inc., ("PB") while he had a personal relationship with and was cohabitating with an employee of PB. That employee represented PB in matters over which Lindner exercised official discretion, including evaluating and selecting PB contract bid proposals. Further, in June 2014, he participated in a contract selection process involving a proposal submitted by Vanasse Hangen Brustlin, Inc, (VHB), while knowing that the employee with whom he had a personal relationship with was engaged in employment negotiations with VHB.
2. Respondent admits that, by his conduct described in paragraph 1, he violated Public Officers Law § 74(3)(d), which provides that no officer or employee of a state agency...should use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself or herself or others, including but not limited to, the misappropriation to himself, herself or to others of the property, services or other resources of the state for private business or other compensated non-governmental purposes.
3. Respondent agrees to pay to the Commission the amount of five thousand dollars (\$5,000.00) in settlement of said violations within thirty (30) days of the execution of this Agreement.
4. The Commission has agreed to the terms of this Agreement based on, among other things, the representations made to the Commission by Respondent. To the extent that representations made by Respondent are later found by the Commission to be materially incomplete or inaccurate, Respondent shall be in breach of this Agreement.
5. If the Respondent fails to timely perform any conditions set forth in the Agreement, Respondent shall be in breach of this Agreement.
6. Respondent agrees not to take any action or to make, permit to be made, authorize, or agree to any public statement denying, directly or indirectly, any finding in this Agreement or creating the impression that this Agreement is without factual basis. Nothing in this paragraph affects Respondent's: (a) testimonial obligations; or (b) right to take legal or factual positions in defense of litigation or other legal proceedings to which the Commission is not a party. A violation of this Paragraph constitutes a breach of this Agreement by Respondent.
7. Upon a breach of this Agreement, the Commission shall have sole discretion to deem the Agreement null and void in its entirety, issue a new Substantial Basis Investigation Report, which may include additional charges against Respondent, and proceed with an enforcement action. As to any new

Substantial Basis Investigation Report or enforcement action by the Commission pursuant to this paragraph: (1) Respondent waives any claim that such action is time-barred by a statute of limitations or any other time-related defenses; and (2) Respondent expressly acknowledges and agrees that the Commission may use any statements herein, or any other statements, documents or materials produced or provided by Respondent prior to or after the date of this Agreement, including, but not limited to, any statements, documents, or materials, if any, provided for the purposes of settlement negotiations or in submissions by Respondent or by counsel on behalf of Respondent, in any proceeding against Respondent relating to the allegations herein.

8. Respondent shall upon request by the Commission provide all documentation and information reasonably necessary for the Commission to verify compliance with this Agreement.
9. Respondent understands and acknowledges that the Commission may investigate any other conduct not covered by this Agreement by Respondent and take any appropriate action.
10. Respondent waives the right to assert any defenses or any challenges to this Agreement, as well as any right to appeal or challenge the determination or conduct of the Commission relating to this matter in any forum.
11. This Agreement and any dispute related thereto shall be governed by the laws of the State of New York without regard to any conflict of laws principles.
12. Respondent consents to the jurisdiction of the Commission in any proceeding to enforce this Agreement.
13. It is understood that this Agreement is not confidential and will be made public within 45 days of its execution in accordance with Executive Law § 94(14) & (19).
14. This Agreement constitutes the entire agreement between the parties and supersedes any prior communication, understanding, or agreement, whether oral or written, concerning the subject matter of this Agreement. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Agreement has been relied upon by any party to this Agreement.
15. Any amendment or modification to this Agreement shall be in writing and signed by both parties.
16. This Agreement shall become effective upon execution by the Commission or its designee.

17. In the event that one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
18. By signing below, Respondent acknowledges reading this Agreement in its entirety, understanding all terms and conditions of this Agreement, and having done so, knowingly, voluntarily, and freely enters into this Agreement.

Dated: 4/6/2016



Monica Stamm
General Counsel
New York State Joint Commission on Public Ethics

ACCEPTED AND AGREED TO
THIS 28 DAY OF MARCH, 2016

Respondent

By:



Name: William C. Lindner