

IN THE MATTER OF RITCHIE TYSON,

Former Senior Director, Capital Programs Management
at New York City Transit.

"JCOPE" Rec'd

OCT 14 2016

SUBSTANTIAL BASIS INVESTIGATION REPORT
AND SETTLEMENT AGREEMENT

Case No. 16-024

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, Ritchie Tyson ("Respondent") was employed as a Senior Director in Capital Programs Management at Metropolitan Transportation Authority ("MTA") New York City Transit ("NYCT") from 1985 to his resignation on or about October 6, 2015, after the commencement of an investigation by NYCT Special Investigations & Review ("SIR");

WHEREAS, NYCT referred this matter to the Commission for its consideration;

WHEREAS, on March 14, 2016, a letter was sent to Respondent alleging violations of Public Officers Law §§ 73-a(4) and 74(3)(d), (f), and (h), which afforded Respondent fifteen (15) days to respond;

WHEREAS, on April 28, 2016, a Notice of Substantial Basis Investigation was issued;

WHEREAS, Respondent has limited financial assets and resources based on his financial affidavit submitted to the Commission;

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:

1. Respondent admits that from at least March 2012 to in or about July 2015 he used NYCT personnel, resources, and equipment, during his NYCT work hours, for non-NYCT business and to engage in unauthorized outside

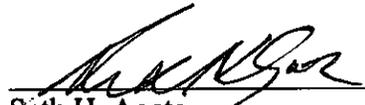
activities. Specifically, Respondent admits that he enlisted NYCT personnel to perform work for the benefit of outside businesses, including some with which Respondent was affiliated, using NYCT resources and equipment during NYCT work hours. Such work included preparing invoices, estimates, proposals, and contracts for an outside home repair company, and designing and creating business cards and letterhead for an outside business venture with which Respondent was affiliated. Respondent also admits that he used NYCT resources and equipment, including email, phones, computers, and printers, for non-NYCT business and to engage in outside business activities. Respondent further admits that he never sought or received approval to engage in such outside activities.

2. Respondent admits that, by his conduct described in Paragraph 1, he violated Public Officers Law § 74(3)(d), which provides that no state employee should use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself or herself or others.
3. Respondent admits that he failed to disclose certain outside activities, outside employment, outside income, and loans in his annual Financial Disclosure Statements ("FDSs") for the years 2012, 2013, and 2014, in violation of Public Officers Law § 73-a.
4. Respondent agrees to pay to the Commission the amount of four thousand dollars (\$4,000.00) in settlement of said violations as follows: (1) one hundred dollars (\$100.00) upon execution of this Agreement; and (2) monthly payments of three hundred dollars (\$300.00) due on or before the last day of the month, beginning on February 29, 2017 and ending on February 28, 2018. Respondent shall send the payments described in this Paragraph to the Commission at 540 Broadway, Albany, New York 12207, or other address designated by the Commission. Respondent shall also provide the Commission with a Confession of Judgment for the settlement amount.
5. Respondent agrees to file with the Commission accurate and complete FDSs for the years 2012, 2013, and 2014 within thirty (30) days of executing this Agreement.
6. 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.
7. If the Respondent fails to timely perform any conditions set forth in the Agreement, Respondent shall be in breach of this Agreement.

8. 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.
9. 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.
10. Respondent shall upon request by the Commission provide all documentation and information reasonably necessary for the Commission to verify compliance with this Agreement.
11. Respondent understands and acknowledges that the Commission may investigate any other conduct not covered by this Agreement by Respondent and take any appropriate action.
12. 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.
13. 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.
14. Respondent consents to the jurisdiction of the Commission in any proceeding to enforce this Agreement.
15. It is understood that this Agreement is not confidential and will be made public within forty-five (45) days of its execution in accordance with Executive Law § 94(14) & (19).

16. 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.
17. Any amendment or modification to this Agreement shall be in writing and signed by both parties.
18. This Agreement shall become effective upon execution by the Commission or its designee.
19. 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.
20. 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.

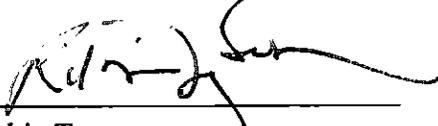
Dated: 10/17/16



Seth H. Agata
Executive Director
New York State Joint Commission on Public Ethics

ACCEPTED AND AGREED TO
THIS 13th DAY OF October, 2016

Respondent

By: 

Name: Ritchie Tyson

Approved:

Daniel J. Horwitz
Chair

Marvin E. Jacob
Seymour Knox, IV
Hon. Eileen Koretz
Gary J. Lavine
Hon. Mary Lou Rath
David A. Renzi
Michael A. Romeo, Sr.
Hon. Renee R. Roth
Michael K. Rozen
Dawn L. Smalls
George H. Weissman

Members