

STATE OF NEW YORK

540 Broadway

JOINT COMMISSION ON PUBLIC ETHICS

Albany, New York 12207

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IN THE MATTER OF WILLIE WALKER,

Former Building Superintendent of Adam Clayton Powell, Jr.  
State Office Building, NYS Office of General Services.

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SUBSTANTIAL BASIS INVESTIGATION REPORT  
AND SETTLEMENT AGREEMENT

Case No. 13-100

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, Willie Walker ("Respondent") was employed by the New York State Office of General Services ("OGS") as the Building Superintendent at the Adam Clayton Powell, Jr. State Office Building (the "Building") since 2008 and that his official duties included, among other things, facilitating the use of the Building by vendors for events until his termination on November 28, 2017;

WHEREAS, the Office of the New York State Inspector General conducted an investigation and referred this matter to the Commission for its consideration;

WHEREAS, on August 8, 2013, a letter was sent to Respondent alleging potential violations of Public Officers Law §§ 73 (5) (a) and 74 (3) (d), (e), (f), and (h), which afforded Respondent fifteen (15) days in which to respond and Respondent did not respond;

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 on five separate occasions from August 2009 to September 2012, he accepted finder's fees totaling \$6,750 from the Harlem Memorial Community Development Fund, a vendor which administered the Harlem Summer Stage events at the Building. Respondent knew that acceptance of such fees was at all times prohibited by OGS.
2. Respondent admits that his conduct described in Paragraph 1 violated Public Officers Law

§ 74 (3) (d) which provides, in relevant part, that no State employee may use or attempt to use his official position to secure unwarranted privileges or exemptions for himself or others.

3. Respondent agrees to execute this Agreement within 5 days of receipt of this Agreement and pay the Commission the amount of nine thousand dollars (\$9,000.00) in settlement of this matter as follows: \$3,000 by January 15, 2019, \$3,000 by March 15, 2019, and \$3,000 by May 15, 2019.
4. The Commission has agreed to the terms of this Agreement based on, among other things, the representations made by Respondent to the Commission. 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 Respondent fails to timely perform any conditions set forth in this Agreement, Respondent shall be in breach of the 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 Notice of Substantial Investigation and Hearing which may include additional charges against Respondent, proceed with an enforcement action, and then issue a new Substantial Investigation Report; or deem the Respondent in breach of this Agreement and pursue, in court, any other remedy to which the Commission is entitled at law or in equity, including but not limited to, specific performance or injunction. As to any new Notice of Substantial Basis Investigation and Hearing 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.
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 by Respondent that is not covered by this Agreement, 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. Electronic and facsimile signatures shall be deemed originals for the purpose of this Agreement.

Dated: December 21, 2018

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

ACCEPTED AND AGREED TO  
THIS \_\_\_ DAY OF DECEMBER, 2018

Respondent:

\_\_\_\_\_  
Willie Walker

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.
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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. Electronic and facsimile signatures shall be deemed originals for the purpose of this Agreement.

Dated: December 18, 2018

Seth A. Gots  
Executive Director  
New York State Joint Commission on Public Ethics

ACCEPTED AND AGREED TO  
THIS 18 DAY OF DECEMBER, 2018

Respondent: 

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Willie Walker

Approved:

Michael K. Rozen  
Chair

Robert Cohen  
James E. Dering  
Colleen C. DiPirro  
Julie A. Garcia  
Marvin E. Jacob  
Gary J. Lavine  
J. Gerard McAuliffe, Jr.  
David McNamara  
Barry C. Sample  
George H. Weissman  
James A. Yates  
Members