

NEW YORK STATE COMMISSION ON ETHICS
AND LOBBYING IN GOVERNMENT

In the Matter of

Jesus Cortes

SETTLEMENT AGREEMENT

COELIG Case No. 22-113

Respondent.

1. This settlement agreement is entered into by and between the New York State Commission on Ethics and Lobbying in Government (the "Commission") and Jesus Cortes (the "Respondent") (collectively the "Parties").

2. This agreement constitutes the entire agreement between the Commission and the Respondent. There are no promises, agreements, or conditions, express or implied, other than those set forth in this document. No modification, deletion, or addition to this agreement will be valid or binding on either party unless put into writing and signed by all Parties.

3. This agreement shall become effective upon execution by the Commission, or its designee, and it is understood that this agreement is not confidential and will be made public in accordance with the provisions set forth in Executive Law §§ 94(10)(p)(ii), (11)(b), (12)(a)(iii), and (13)(b), and 19 NYCRR Part 941.16.

4. The Parties have agreed to resolve this matter in a manner that avoids additional administrative and/or adjudicatory proceedings. As such, the Parties stipulate that:

- a. Respondent is employed as a police officer by the Metropolitan Transportation Authority ("MTA") Police Department ("MTA-PD"), with the rank of Sergeant and serves as an instructor in the MTA-PD's Training Unit.
- b. In addition to serving as a police officer at MTA-PD and as a means of secondary employment, the Respondent conducted law enforcement related trainings and served as an officer of SETROC Entertainment, LLC.
- c. On April 5, 2021, March 21, 2022, and June 17, 2022, the Respondent, while employed by the MTA-PD, entered into three non-competitively placed contracts with the New York State Division of Criminal Justice Services ("DCJS") to provide law enforcement-related trainings and speaking services. It was agreed that the compensation for the Respondent would range from \$500 per day or up to \$14,500 for the duration of the contract. Each contract stated that DCJS "...shall not provide compensation for time spent in travel, the Division shall provide you with a per diem to reimburse your reasonable travel, meals, and lodging expenses in accordance with the State travel rates allowed by the Office of the State Comptroller in its Travel Manual."
- d. Further, the DCJS agreement contained the following certification clause:

Further, it is expressly understood and agreed that you are a consultant, not an employee of the State of New York and, accordingly, you are responsible for the payment of all resulting taxes. You also certify that you are not covered by NYS Public Officers § 73(4)(a), which provides in pertinent part that compensation greater than \$25.00 can only be made to a NY State officer or NY State employee if there was a competitive bid and public notice. The Division has elected to use a non-competitive process to obtain these consulting services. Please advise if you require further information regarding this provision of law.

- e. Notwithstanding the specific language contained in the certification clause referenced above, the Respondent, while a State employee, executed and agreed to the terms of the contracts, improperly certifying that he was not a New York State officer or employee and that he was not “covered” by New York State Public Officers Law § 73(4)(a).
- f. Further, on May 6, 2021, and during the contract period, the Respondent submitted a “State of New York Travel Voucher for Non-State Employee Travel” (“travel voucher”) in connection with teaching a “Principled Policing – Train the Trainer” course for reimbursement in the amount of \$1,135.84. Further, the Respondent’s hotel accommodation was directly billed to DCJS in the amount of \$424.00. The DCJS Finance Office approved the travel voucher on May 18, 2021.¹
- g. The Respondent was also paid by the MTA on the dates encompassing the three travel vouchers’ listed dates of travel.
- h. In September 2022, and after executing the contracts with DCJS, the Respondent spoke with his MTA-PD superiors about participating in an upcoming “DCJS Safety Symposium” pursuant to the contractual terms. The Respondent, as a result, understood and acknowledged that he could not be separately paid by DCJS for his participation, which could give rise to issues with both Public Officers Law § 73(4)(a) and the MTA Ethics Policy. In an email, the Respondent specifically stated, “[w]ith that understanding I affirm that I am not to receive any monetary compensation for my speech, nor will I have DCJS provide me with hotel accommodations. Contingent upon your approval I would be assigned to the event for the day instead of to the Hastings Range...”

¹ Respondent submitted two additional travel vouchers to DCJS for reimbursement of expenses he had incurred prior to the commencement of the first contractual period, on November 23, 2020 (\$397.98), and March 15, 2021 (\$403.05), respectively. These travel vouchers also showed that DCJS separately paid for the Respondent’s hotel accommodations in the amounts of \$424.00 and \$580.00.

- i. The MTA-PD ultimately approved Respondent's request for reassignment, regarding the speaking engagements outlined in the DCJS agreements, and as a result, Respondent did not receive any principal compensation.
- j. The Commission is responsible for administering the Public Officers Law. Public Officers Law § 73(4)(a) sets forth specific standards to avoid conflicts of interest and provides, in pertinent part, that:

No statewide elected official, state officer or employee, member of the legislature, legislative employee or political party chairman or firm or association of which such person is a member, or corporation, ten per centum or more of the stock of which is owned or controlled directly or indirectly by such person, shall (i) sell any good or services having a value in excess of twenty-five dollars to any state agency, or (ii) contract for or provide such goods or services with or to any private entity where the power to contract, appoint or retain on behalf of such private entity is exercised, directly or indirectly, by a state agency or officer thereof, unless such good or services are provided pursuant to an award or contract let after public notice and competitive bidding...

Public Officers Law § 74(3)(h) also sets forth specific standards to avoid conflicts of interest and provides, in pertinent part, that:

(h) An officer or employee of a state agency . . . should endeavor to pursue a course of conduct which will not raise suspicion among the public that he is likely to be engaged in acts that are in violation of his trust.

- k. Respondent admits that his conduct described herein violated Public Officers Law §§ 73(4)(a) and 74(3)(h). The Commission accepts, in partial satisfaction of the above-described conduct, the disciplinary penalty imposed by the MTA², and for full satisfaction, the Respondent further agrees to pay to the Commission \$1,250 in settlement of the said violations within thirty (30) days of the full execution of this Agreement.

5. 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 or acknowledgment in this Agreement or creating the impression that this Agreement is without factual basis.

6. By signing below, Respondent acknowledges reading this Agreement in its entirety, and understanding all terms and conditions of this Agreement, and having done so, knowingly, voluntarily, and freely enters into this Agreement. Respondent was represented by counsel, Stuart Gold of Worth, London & Martinez, LLP, located at 111 John Street, Suite 640, New York, NY 10038.

² In the MTA disciplinary matter, Respondent forfeited 20 hours of accrued leave.

Dated: New York, New York
October 16, 2024



Sanford N. Berland
Executive Director
New York State Commission on Ethics
and Lobbying in Government

ACCEPTED AND AGREED TO
THIS 15 DAY OF OCTOBER 2024

Respondent – Jesus Cortes

