

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by the Board of Ethics of the City of Philadelphia, J. Shane Creamer Jr., the Executive Director of the Board, and Desiree Bell, jointly referred to as “the Parties.”

RECITALS

- A. The Board of Ethics of the City of Philadelphia is an independent, five-member City board established in 2006 through voter approval of an amendment to the Philadelphia Home Rule Charter. Pursuant to Section 4-1100 of the Home Rule Charter and Chapter 20-600 of the Philadelphia Code, the Board is charged with administering and enforcing the City’s Ethics Code.
- B. Desiree Bell was the City Representative of the City of Philadelphia from 2013 to January 2016. She also served as the Director of Communications and Strategy during this same time.
- C. The City Representative is a Cabinet level official appointed by the Mayor of Philadelphia. The City Representative is responsible for organizing and administering large-scale events for Philadelphia, including the Philadelphia Marathon, the Philadelphia 4th of July Celebration, the Inauguration, the Centenarian Celebration, and the Holiday Tree Lighting.
- D. Because of her position as City Representative, Ms. Bell served as the Chair of the Board of the Fund for Philadelphia, Inc., d/b/a The Mayor’s Fund for Philadelphia (“the Fund”). The Fund is a non-profit corporation that raises money to support City-related programs and initiatives. From 2013-2015, the majority of the Board members of the Fund were City officers or employees. Ms. Bell authorized payments and signed checks on behalf of the Fund. She also supervised the Fund’s Executive Director and other staff members.
- E. From 2013-2015, the Office of the City Representative made a yearly payment of at least \$89,000 to \$115,500 to the Fund. These monies were to be used to pay for City programming, such as the Holiday Tree Lighting and the Inauguration. During this time period, the Office of the City Representative also administered the Philadelphia Marathon.
- F. In August of 2016, Board Enforcement Staff learned from a news account of a City Controller’s audit that Ms. Bell had potentially used her City position to authorize spending for her personal benefit. After obtaining additional information from the Controller’s Office, Board Enforcement Staff opened an investigation into potential violations of the City’s Ethics Code. In the course of the investigation, Enforcement Staff obtained documents, such as emails and financial records, and took statements from witnesses.
- G. Philadelphia Code Section 20-607(a) prohibits a City employee from taking official action when she has a personal financial interest in that action. Pursuant to Code Section 20-1302, a violation of Section 20-607(a) is subject to a civil monetary penalty of \$1,000 which may be increased to \$2,000 if an aggravating factor is present or decreased to as low as \$250 if mitigating factors are present.

- H. In 2013, Ms. Bell was added to the Fund's Wells Fargo Visa and American Express accounts and received two credit cards issued in her name. The cards were intended to be used to pay for authorized Fund expenses. The bills for the cards were paid through automatic payments from one of the Fund's bank accounts. Credit card charges were supposed to be reconciled on a monthly basis.
- I. From 2013-2015, Ms. Bell used the Fund credit cards issued in her name to make \$16,061.73 in purchases for her personal benefit. These purchases included Uber trips throughout the City, meals, taxi trips, air and train travel, hotel stays, apparel, membership at a local professional organization, and personal social media expenses.
- J. Additionally, in 2015, Ms. Bell directed a subordinate City employee to use the Fund's American Express account to book and pay for an additional hotel room so that members of her family could stay at the Philadelphia Courtyard Marriott during the World Meeting of Families Papal Visit. The room cost \$2,045.51 and was in addition to a room that Ms. Bell had already reserved in order to carry out her duties as a City employee.
- K. In late 2015, Ms. Bell also directed a subordinate Fund employee to use the Fund's American Express account to book and pay for a personal networking dinner hosted by Ms. Bell to build connections in advance of leaving City employment. The event cost the Fund \$1,699.99.
- L. All told, Ms. Bell made and directed \$19,807.23 in personal purchases using Fund monies.
- M. The Parties enter into this Agreement in order to resolve the matters described herein.

AGREEMENT

The Parties agree that:

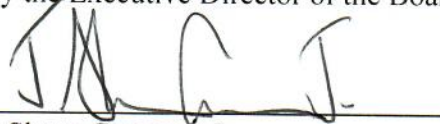
1. By taking official action as City Representative to make purchases for her personal benefit from accounts held by the Fund for Philadelphia, Inc., Ms. Bell violated the conflict of interest restrictions of Philadelphia Code Section 20-607(a), for which she is subject to a civil monetary penalty of \$2,000.
2. By taking official action as City Representative to direct a subordinate City employee to book and pay for a hotel room for her personal benefit from accounts held by the Fund for Philadelphia, Inc., Ms. Bell violated the conflict of interest restrictions of Philadelphia Code Section 20-607(a), for which she is subject to a civil monetary penalty of \$2,000.
3. By taking official action as City Representative to direct a subordinate Fund employee to book and pay for a personal networking dinner for her personal benefit from accounts held by the Fund for Philadelphia, Inc., Ms. Bell violated the conflict of interest restrictions of Philadelphia Code Section 20-607(a), for which she is subject to a civil monetary penalty of \$2,000.
4. Ms. Bell shall reimburse the City \$19,807.23, which is the amount of purchases she made or directed from Fund accounts for her personal benefit.
5. Payment of the aggregate \$25,807.23 in civil monetary penalties and reimbursement shall be made by check or money order made payable to the City of Philadelphia and delivered to the offices of the Board within 90 days of the execution of the Agreement.

6. Ms. Bell releases and holds harmless the Board and its staff from any potential claims, liabilities, and causes of action arising from the Board's investigation, enforcement, and settlement of the matters described in the Agreement.
7. In consideration of the above and in exchange for Ms. Bell's compliance with all of the terms of the Agreement, the Board waives any further penalties or fines against her for the violations described in the Agreement.
8. The Parties will not make any public statements that are inconsistent with the terms of the Agreement.
9. If the Board or the City is forced to seek judicial enforcement of the Agreement, and prevails, Ms. Bell shall be liable for attorneys' fees and costs reasonably expended in enforcing compliance with the Agreement. Fees for time spent by Board or City attorneys shall be calculated based upon standard and customary billing rates in Philadelphia for attorneys with similar experience.
10. The Agreement contains the entire agreement between the Parties.
11. The Executive Director, or his designee, will submit a signed copy of the Agreement to the Board for approval. The Agreement shall become effective upon approval by the Board.

Dated: _____

5/9/19

By the Executive Director of the Board of Ethics:



J. Shane Creamer, Jr.
Executive Director

By Desiree Bell:



Dated: 5/9/2019

Approved by the Board of Ethics on May 15, 2019



Michael H. Reed, Esquire
Chair