

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 Donald Tippet, jointly referred to as “the Parties.”

RECITALS

- A. The Board of Ethics of the City of Philadelphia is a five-member, independent board established by ordinance, approved by Philadelphia voters in May 2006, and installed on November 27, 2006. Pursuant to Section 4-1100 of the Home Rule Charter, the Board is charged with, among other things, enforcing the sections of the Philadelphia Home Rule Charter that impose restrictions on the political activity of City employees.
- B. Donald Tippet is the Office Manager and Director of Constituent Services for City Councilman David Oh. He has held that position since 2012 and has been an appointed employee of the City of Philadelphia since 1999. As Office Manager and Director of Constituent Services for Councilman Oh, Mr. Tippet’s duties include handling all administrative functions of the office, including scheduling, payroll, and supplies as well as assisting the public with questions or concerns.
- C. Subsection 10-107(3) of Philadelphia’s Home Rule Charter provides, in part, that no City officer “shall, from any person, and no officer or member of a committee of any political party or club shall, from any civil service employee, directly or indirectly demand, solicit, collect or receive, or be in any manner concerned in demanding, soliciting, collecting or receiving, any assessment, subscription or contribution, whether voluntary or involuntary, intended for any political purpose whatever.”
- D. Subsection 10-107(4) of the Philadelphia Home Rule Charter provides that a City employee may not engage in certain types of political activity.
- E. Pursuant to Philadelphia Code Section 20-606(1)(h), if the Board finds a violation of Subsections 10-107(3) or 10-107(4) of the Home Rule Charter, it may impose a civil monetary penalty of \$300.
- F. Ethics Board Regulation No. 8, which became effective March 28, 2011, provides a detailed interpretation of Charter Subsections 10-107(3) and 10-107(4) as applied to appointed City officers and employees.

G. Regulation No. 8, includes the following relevant provisions:

1. Political activity is an activity directed toward the success or failure of a political party, candidate, or partisan political group. (Paragraph 8.1(n))
2. An appointed officer or employee shall not engage in political activity while on duty, in City Hall or any other City-owned leased building, property, or office space, or while using City-owned or leased resources, including printers, computers, or other supplies or equipment. Appointed officers or employees may, while on duty, attend a political event held in a City-owned or leased building, property, or office space if the event is open to the public. (Paragraph 8.3)
3. An appointed officer or employee is on duty during normal working hours, which for those with fixed work schedules includes the time between the start and end of the workday excluding a lunch break. (Paragraph 8.1(k))
4. A City Council employee shall not directly or indirectly be in any manner concerned in the collection, receipt, or solicitation of contributions intended for a political purpose. (Paragraphs 8.5 and 8.24)

H. In 2015, on multiple occasions in the hallway outside of his City Hall office and elsewhere, Councilman Oh gave Mr. Tippett campaign contribution checks to deposit. Mr. Tippett deposited the checks in the checking account of Citizens for David Oh, Councilman Oh's authorized candidate committee for his campaign for re-election to City Council.

I. In 2015, Mr. Tippett purchased several campaign billboard advertisements for Councilman Oh's campaign. He sent emails discussing cost, contract terms, ad design, and billboard location on City time and using his City computer.

J. In 2015, Mr. Tippett participated in campaign fundraising operations for the Oh campaign, including communicating with Oh campaign fundraising consultants, drafting and printing thank you letters to contributors, and providing administrative support for Oh campaign fundraisers, such as purchasing and delivering supplies and proofreading, printing, and mailing fliers, envelopes, reply cards, and solicitation letters. In several instances, Mr. Tippett participated in these campaign fundraising operations while on duty and in City Hall using his City computer.

K. Mr. Tippett cooperated with the Board's investigation.

L. The Parties desire to enter into this Agreement in order to resolve the matters described herein.

AGREEMENT

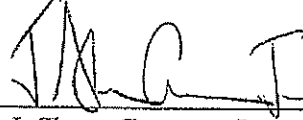
The Parties agree that:

1. By receiving and depositing Citizens for David Oh campaign contribution checks, Mr. Tippettt violated Home Rule Charter Subsection 10-107(3), for which he is subject to a civil monetary penalty of \$300.
 2. By using City time and City resources to purchase billboard advertisements for the David Oh campaign, Mr. Tippettt violated Home Rule Charter Subsection 10-107(4), for which he is subject to a civil monetary penalty of \$300.
 3. By participating in fundraising operations for the David Oh campaign, including working with fundraising consultants, drafting contributor thank you letters, supporting online fundraising, and assisting with administrative functions for fundraisers, and by doing so at times using City time and City resources, Mr. Tippettt violated Home Rule Charter Subsections 10-107(3) and (4), for which he is subject to a civil monetary penalty of \$300.
 4. Mr. Tippettt shall pay the aggregate civil penalty of \$900 for the violations described above on the following schedule:
 - 4.1 \$450 within 14 days of the execution of the Agreement; and
 - 4.2 \$450 within 90 days of the execution of the Agreement.
- Payment shall be by check or money order made payable to the City of Philadelphia and delivered to the offices of the Board of Ethics.
5. Within six months of the effective date of the Agreement, Mr. Tippettt shall attend ethics training at the offices of the Board.
 6. Mr. Tippettt 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 Mr. Tippettt's compliance with all of the terms of the Agreement, the Board waives any further penalties or fines against him 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 Paragraphs 1-5 of the Agreement, and prevails, Mr. Tippettt shall be liable for attorneys' fees and costs reasonably expended in enforcing compliance with the Agreement. Fees for time spent by 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.

12. The Agreement shall become effective upon approval by the Board. The effective date of the Agreement shall be the date the Board Chair signs the Agreement.
13. If the Board rejects the proposed Agreement, presentation to and consideration of the Agreement by the Board shall not preclude the Board or its staff from participating in, considering, or resolving an administrative adjudication of the matters described in the Agreement. If the Board rejects the proposed Agreement, nothing in the proposed Agreement shall be considered an admission by either party and, except this paragraph, nothing in the Agreement shall be effective.

By the Executive Director of the
Board of Ethics:

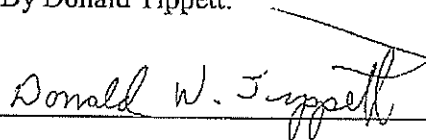
Dated: 9/15/16



J. Shane Creamer, Jr.
Executive Director

By Donald Tippett:

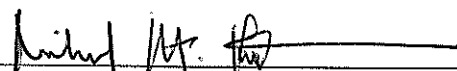
Dated: 9/15/16



Donald W. Tippett

Approved by the Board of Ethics:

Dated: 10/24/16



Michael H. Reed, Esquire
Chair