

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by the Board of Ethics of the City of Philadelphia, Frank Keel, and J. Shane Creamer, Jr., the Executive Director of the Board of Ethics, 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 20-1200 of the Philadelphia Code, the Board is charged with administering and enforcing Philadelphia’s Lobbying Law.
- B. Philadelphia’s Lobbying Law is found at Chapter 20-1200 of the Philadelphia Code and Board Regulation No. 9, which provides a detailed interpretation of Chapter 20-1200.
- C. Under Philadelphia’s Lobbying Law, a lobbyist is an individual who is paid by someone else (a principal) to engage in lobbying. Lobbying is an effort to influence governmental administrative or legislative action through direct communication, indirect communication, or by providing gifts, transportation, hospitality, or lodging to City officers or employees. If a principal incurs expenditures of more than \$2,500 on lobbying expenses in a quarter, the principal must register with the Board. An individual who lobbies on behalf of a principal must register as a lobbyist if, in a quarter, he or she is paid more than \$2,500 to lobby for that principal.
- D. Under the City’s Lobbying Law, indirect communication is:

An effort to encourage others, including the general public, to take action, the purpose or foreseeable effect of which is to directly influence legislative or administrative action, such as letter-writing campaigns, mailings, telephone banks, print and electronic media advertising, billboards, publications and educational campaigns on public issues, but not including regularly published periodic newsletters primarily designed for and distributed to members of a bona fide association or charitable or fraternal nonprofit corporation.

Board Regulation No. 9, Paragraph 9.1(p).

- E. Pursuant to Code Section 20-1207(1)(b) and Regulation No. 9, Paragraph 9.26, the failure to register as a lobbyist is subject to a civil penalty not exceeding \$250 for each late day up to a maximum of \$2,000 for any one registration.

- F. In 2016, Local 830 of the International Brotherhood of Teamsters paid Frank Keel \$5,000 per month to provide public relations services related to the proposed 2016 Philadelphia soda tax being considered by Philadelphia City Council. Specifically, Mr. Keel authored letters to the editor and opinion pieces that encouraged the public to urge their Council members to vote against the proposed soda tax. These letters and opinion pieces constituted indirect communications under Philadelphia's Lobbying Law.
- G. Because Mr. Keel was paid more than \$2,500 in the first quarter of 2016 for the activities described in Paragraph F, he should have registered as a lobbyist with the Board. However, Mr. Keel did not register as a lobbyist with the Board.
- H. At all times, Mr. Keel cooperated with the Board's investigation.
- I. The Parties desire to enter into this Agreement in order to resolve the issues described herein.

AGREEMENT

The Parties agree that:

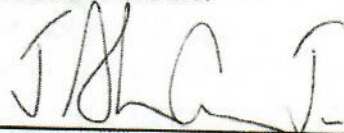
1. The failure by Mr. Keel to timely register as a lobbyist in 2016 violated Code Section 20-1207(1)(b). However, the Board waives the monetary penalties for this violation in light of Mr. Keel's cooperation.
2. Within 14 days of the effective date of the agreement Mr. Keel shall file a 2016 registration statement and pay the 2016 registration fee of \$100.
3. Mr. Keel 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 this Agreement.
4. In consideration of the above and in exchange for the compliance of Mr. Keel with all of the terms of the Agreement, the Board waives any further penalties or fines against him for the violations described in this Agreement.
5. The Parties will not make any public statements that are inconsistent with the terms of the Agreement.
6. If the Board or the City is forced to seek judicial enforcement of this Agreement, and prevails, Mr. Keel 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.
7. The Agreement contains the entire agreement between the Parties.
8. The Executive Director will submit a signed copy of the Agreement to the Board for approval.
9. The Agreement shall become effective upon approval by the Board.

10. 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 for this paragraph, nothing in the Agreement shall be effective.

Dated:

4/17/17

By the Executive Director of
the Board of Ethics:

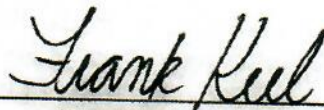


J. Shane Creamer, Jr.

By Frank Keel:

Dated:

4/11/17



Frank Keel

Approved by the Board of Ethics:

Dated:

4/19/17



Michael H. Reed
Chair