

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 the Hon. Jewell Williams, 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 Philadelphia Code Chapter 20-600 which imposes standards of conduct and ethics on City officer and employees.
- B. The Hon. Jewell Williams is the Sheriff of Philadelphia. He took office in January of 2012.
- C. Philadelphia Code Section 20-604(1) provides that a City officer may not accept any gifts of money from any person who is seeking official action from that officer or who has a financial interest at the time, or in close proximity to the time, the gift is received that the officer is able to substantially affect through official action.
- D. The Office of the Sheriff of Philadelphia is responsible for providing security at courthouses in Philadelphia and for transporting inmates from the City's jails for court appearances. The Sheriff's Office also processes thousands of property sales each year arising from foreclosures and tax sales.
- E. Pennsylvania's Municipal Claim and Tax Lien Law and the Pennsylvania Rules of Civil Procedure require the Sheriffs to publish notice of Sheriff's sales in at least one newspaper of general circulation and in one legal periodical in the county in which the sale occurs. In Philadelphia, the Sheriff's Office has long met these legal requirements by publishing notice of Sheriff's sales in the Legal Intelligencer and in various papers of general circulation.
- F. On March 1, 2011, Acting Sheriff Barbara Deeley approved a contract with Cardenas-Grant Communications whereby the Sheriff's Office engaged the firm to manage and place notices of Sheriff's sales. The contract did not specify which periodicals would be used for the notices or who would make that decision. The contract specifically provided that the Sheriff's Office had the right to terminate the contract at any time with 30 days written notice. This contract remained in effect through June 30, 2016.
- G. Over the course of the contract approved by Acting Sheriff Deeley, Cardenas-Grant placed notices for Sheriff's sales not only in the Inquirer, the Daily News, and the Legal Intelligencer, but also in numerous periodicals of smaller circulation. The Sheriff's Office paid Cardenas-Grant which then made payment to the various periodicals to run the notices.

- H. One of the periodicals in which Cardenas-Grant placed notices of Sheriff's sales was the Public Record, a weekly Philadelphia newspaper that primarily covers local politics. For many years prior to the contract with Cardenas-Grant, the Sheriff's Office had placed notices in the Public Record.
- I. In March of 2015, the Public Record named Sheriff Williams its Public Servant of the Year, featured him on the cover of the newspaper, and gave him \$1,000.
- J. In March of 2015, the Sheriff could have substantially affected the Public Record's financial interest through official action because he could have directed Cardenas-Grant to either increase, decrease, or terminate his office's advertising in the Public Record.
- K. Based on the Board's investigation, the Sheriff has not, in fact, taken action to increase or decrease his office's advertising in the Public Record.
- L. Sheriff Williams disclosed the \$1,000 he received from the Public Record on the 2015 Statement of Financial Interest he filed with the Board in May of 2016, as required by Philadelphia Code Section 20-610.
- M. At all times, Sheriff Williams fully cooperated with the Board's investigation of the violation described in this Agreement.
- N. The Parties desire to enter into this Agreement in order to resolve the matters described herein.

AGREEMENT

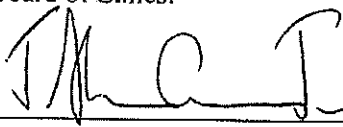
The Parties agree that:

1. By accepting \$1,000 from the Public Record, Sheriff Williams violated Philadelphia Code Section 20-604(1). The civil monetary penalty for this violation is \$1,000. However, in light of Sheriff Williams' cooperation, the penalty is reduced to \$500, which he shall pay within 30 days of the effective date 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.
2. In addition to the civil monetary penalty described in paragraph 1, within 30 days of the effective date of the Agreement, Sheriff Williams shall disgorge to the City \$1,000. 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.
3. Sheriff Williams 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.
4. In consideration of the above and in exchange for Sheriff Williams' 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.

5. The Parties will not make any public statements that are inconsistent with the terms of the Agreement.
6. If the Ethics Board is forced to seek judicial enforcement of paragraphs 1 or 2 of the Agreement, and prevails, Sheriff Williams 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.
7. The Agreement contains the entire agreement between the Parties.
8. The Executive Director, or his designee, will submit a signed copy of the Agreement to the Board for approval.
9. 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.
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 this paragraph, nothing in the Agreement shall be effective.

By the Executive Director of the
Board of Ethics:

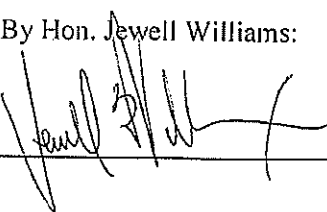
Dated: 9/15/16



J. Shane Creamer, Jr.

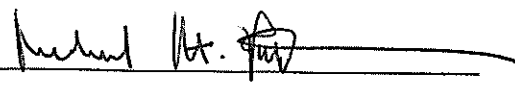
By Hon. Jewell Williams:

Dated: _____



Approved by the Board of Ethics:

Dated: 9/21/16



Michael H. Reed, Esquire
Chair