

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into between the Board of Ethics of the City of Philadelphia, Marlena Gordon, and 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, the Board is charged with administering and enforcing the City’s Ethics Code that imposes restrictions on conflicts of interest by City employees.
- B. Marlena Gordon is the Contract Coordinator and Administrator of the Air Management Services (“AMS”) Unit in the City of Philadelphia Health Department. She has worked for the City for approximately 27 years.
- C. Section 20-607(b) of the Philadelphia Code prohibits a City employee from taking official action when certain family members, including a child, have a financial interest in that action.
- D. Section 20-608(1)(c) of the Philadelphia Code requires if a City employee knows certain family members, including a child, have a financial interest he or she can affect through official action, he or she must disclose the interest and disqualify himself or herself from any participation in the City action affecting that financial interest, even if someone else makes the ultimate decision.
- E. Pursuant to Code Section 20-1302, a violation of Section 20-607(b) or Code Section 20-608(1)(c) 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.
- F. In December 2016, Board enforcement staff received information that described a potential violation by Ms. Gordon of the City’s conflict of interest restrictions. In response to the information, enforcement staff opened an investigation during which they interviewed witnesses and obtained documents. Ms. Gordon voluntarily met with enforcement staff to provide information related to the investigation.
- G. As a result of the investigation, enforcement staff learned that in 2016 Ms. Gordon’s son worked for the City in AMS for 7 months as a temporary clerical assistant. He began working for AMS in late May 2016. Ms. Gordon did not take any official action with regard to her son’s application or hiring for a temporary position. Mr. Gordon worked in the AMS Lab in a separate location from Ms. Gordon and did not report directly to his mother. But, Mr. Gordon’s supervisor did report directly to Ms. Gordon.

- H. Mr. Gordon was scheduled to separate from the City in late November 2016, but in November 2016, Ms. Gordon authorized a 30 day extension of his temporary employment with the City. Mr. Gordon had a financial interest in this official action taken by his mother because he earned more money through his extended employment with the City.
- I. Because Ms. Gordon was able to affect her son's financial interest while he was a subordinate employee of hers, she should have filed a disclosure and disqualification letter as required by Philadelphia Code § 20-608(1)(c). However, Ms. Gordon did not file the required disclosure and disqualification letter.
- J. At all times, Ms. Gordon fully cooperated with the Board's investigation of the matters described in this Agreement.
- K. The Parties desire to enter into this Agreement in order to resolve the issues described herein.

AGREEMENT

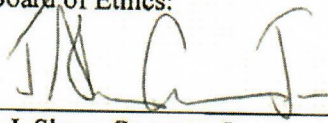
The Parties agree that:

1. By authorizing the extension of her son's employment with the City, Ms. Gordon violated Code Section 20-607(b) and is subject to a civil monetary penalty of \$1,000.
2. By failing to file a required disclosure and disqualification letter, Ms. Gordon violated Philadelphia Code § 20-608(1)(c) and is subject to a civil monetary penalty of \$1,000.
3. Payment of the aggregate civil monetary penalty of \$2,000 shall be by check or money order made payable to the City of Philadelphia and delivered to the offices of the Board on the following schedule:
 - 3.1. \$500 within 60 days of the execution of the Agreement;
 - 3.2. \$300 within 90 days of the execution of the Agreement;
 - 3.3. \$300 within 120 days of the execution of the Agreement;
 - 3.4. \$300 within 150 days of the execution of the Agreement;
 - 3.5. \$300 within 180 days of the execution of the Agreement; and
 - 3.6. \$300 within 210 days of the execution of the Agreement.
4. Within six months of the effective date of the Agreement, Ms. Gordon shall attend ethics training at the offices of the Board.
5. Ms. Gordon 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
6. In consideration of the above and in exchange for Ms. Gordon'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.

7. The Parties will not make any public statements that are inconsistent with the terms of the Agreement.
8. If the Board or the City is forced to seek judicial enforcement of the Agreement, and prevails, Ms. Gordon 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.
9. The Agreement contains the entire agreement between the Parties.
10. The Executive Director, or his designee, will submit a signed copy of the Agreement to the Board for approval.
11. The Agreement shall become effective upon approval by the Board.
12. 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:

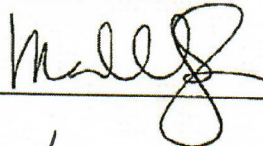
Dated: 5/1/17



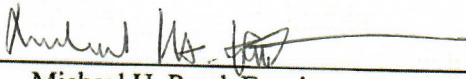
J. Shane Creamer, Jr.
Executive Director

By Marlena Gordon:

Dated: 4/29/17



Approved by the Board of Ethics on 5/24/2017



Michael H. Reed, Esquire
Chair