

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into between the Board of Ethics of the City of Philadelphia, Paris Washington, Sr., 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, the Board is charged with administering and enforcing the Home Rule Charter’s restrictions on interests in certain City contracts.
- B. Paris Washington, Sr. is the Deputy Chief of the Philadelphia Sheriff’s Office. He has worked for the City for approximately 27 years.
- C. Home Rule Charter Section 10-102 prohibits officers or employees of the City from being financially interested in certain City contracts, including contracts for the supplying of services.
- D. Pursuant to Philadelphia Code Section 20-606(1)(h), if the Board finds a violation of Section 10-102 of the Home Rule Charter, it may impose a maximum civil monetary penalty of \$300.
- E. In June of 2017, Board Enforcement Staff became aware of potential violations by Mr. Washington of the Home Rule Charter and opened an investigation. In the course of the investigation, Board Enforcement Staff obtained documents and records and interviewed witnesses, including Mr. Washington.
- F. From April of 2015 through August of 2017, Mr. Washington notarized numerous affidavits for the Sheriff’s Office Civil Discovery Unit. In return, the Sheriff’s Office paid him \$4,628 from a City bank account. These payments were in addition to and outside of Mr. Washington’s duties as Deputy Chief of the Sheriff’s Office. Mr. Washington provided his services to the City with the understanding that he would be paid the standard notary rate per affidavit, which is set by Commonwealth regulation. The rate started at \$2 per affidavit and increased to \$5 per affidavit during the time period that Mr. Washington notarized affidavits for the Sheriff’s Office.
- G. Prior to making an arrangement with Mr. Washington, the Sheriff’s Office had been paying another notary \$10 per affidavit. This notary did not work for the Sheriff’s Office.
- H. In August of 2017, after contact with Board Enforcement Staff, the Sheriff’s Office stopped using Mr. Washington for notary services. A different Sheriff’s Office employee now notarizes affidavits without any additional compensation as part of his job duties.
- I. The Parties desire to enter into this Agreement in order to resolve the issues described herein.

AGREEMENT

The Parties agree that:

1. Because he had a financial interest in a contract with the City for the supplying of services, Mr. Washington violated Home Rule Charter Section 10-102 and is subject to a civil monetary penalty of \$300.
2. In addition to the civil monetary penalty of \$300, Mr. Washington shall disgorge to the City \$1,500 of the payments he received for providing notary services to the Sheriff's Office.
3. Payment of the aggregate civil monetary penalties and disgorgement of \$1,800 shall be paid 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.
4. Within six months of the effective date of the Agreement, Mr. Washington shall attend ethics training at the offices of the Board.
5. Mr. Washington 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 Mr. Washington'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.
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, Mr. Washington 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.

Dated: 11/13/18

By the Executive Director of the Board of Ethics:

J. Shane Creamer, Jr.
J. Shane Creamer, Jr.
Executive Director

Dated: 11/13/18

By Paris Washington, Sr.:

P. Washington, Sr.

Approved by the Board of Ethics on 11/28/18.

Michael H. Reed
Michael H. Reed, Esquire
Chair