

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 Patrick W. Jones, 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 Charter’s restrictions on the political activity of City employees.
- B. From November of 2013 until July 28, 2017, Patrick W. Jones was employed on the staff of City Councilwoman Cindy Bass.
- C. Home Rule Charter Subsection 10-107(3) provides that a City officer or employee shall not directly or indirectly demand, solicit, collect or receive, or be in any manner concerned in demanding, soliciting, collecting or receiving, any contribution intended for any political purpose.
- D. As explained in Ethics Board Regulation No. 8, Subpart D, an appointed City officer or employee shall not authorize a political committee to collect, receive, or solicit contributions intended for a political purpose on his or her behalf. Nor may an appointed officer permit, authorize, or direct others to collect, receive, or solicit contributions intended for a political purpose for his or her benefit or on his or her behalf. Regulation No. 8 also notes that a City employee may not use a political committee to raise money for a potential candidacy.
- E. Pursuant to Philadelphia Code Section 20-606(1)(h) and Regulation No. 8, Paragraph 8.26, if the Board finds a violation of Subsection 10-107(3) of the Home Rule Charter, it may impose a maximum civil monetary penalty of \$300.
- F. In March of 2018, Board Enforcement Staff received a complaint alleging that Mr. Jones had violated the political fundraising restrictions of the Home Rule Charter. Enforcement Staff accepted the complaint and opened an investigation. In the course of the investigation, Enforcement Staff obtained documents and bank records and took statements from witnesses and Mr. Jones.
- G. In June of 2017, Mr. Jones began considering running for Pennsylvania State Representative for the 198th District.

- H. While still employed by the City, Mr. Jones retained a local political consulting firm and created a political committee named Action for PA. During this time period, Mr. Jones signed a contract with the political consulting firm and approved a fundraising plan developed by the firm. Mr. Jones also solicited a contribution of \$500.
- I. Separate and apart from the matters described above, in 2015 and 2016, while employed with the City, Mr. Jones created promotional fliers for fundraisers for Councilwoman Cindy Bass and candidates for congressional, City, and judicial office in Philadelphia.
- J. At all times, Mr. Jones fully cooperated with the Board's investigation.
- K. The Parties desire to enter into this Agreement in order to resolve the matters described herein.

AGREEMENT

The Parties agree that:

1. Mr. Jones' involvement in the fundraising operations of Action for PA, including soliciting a contribution, while employed by the City violated Home Rule Charter Subsection 10-107(3), for which he is subject to a civil monetary penalty of \$300.
2. By creating fliers for fundraisers for Councilwoman Bass and candidates for congressional, City, and judicial office while employed by the City, Mr. Jones violated Home Rule Charter Subsection 10-107(3), for which he is subject to a civil monetary penalty of \$300.
3. Mr. Jones shall pay the aggregate civil monetary penalty of \$600 within two weeks 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.
4. Mr. Jones 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.
5. In consideration of the above and in exchange for Mr. Jones' 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.
6. The Parties will not make any public statements that are inconsistent with the terms of the Agreement.
7. If the Board or the City is forced to seek judicial enforcement of the Agreement, and prevails, Mr. Jones shall be liable for attorneys' fees and costs reasonably expended in enforcing compliance with the Agreement. Fees for time spent by Board or other City attorneys shall be calculated based upon standard and customary billing rates in Philadelphia for attorneys with similar experience.
8. The Agreement contains the entire agreement between the Parties.

9. The Executive Director, or his designee, will submit a signed copy of the Agreement to the Board for approval. 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 this paragraph, nothing in the Agreement shall be effective.

By the Executive Director of the
Board of Ethics:

Dated: 10/25/18



J. Shane Creamer, Jr.
Executive Director

By Patrick W. Jones:

Dated: 10/24/18



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



Michael H. Reed, Esquire
Chair