

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 William Stewart Graham, 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 the sections of the Philadelphia Home Rule Charter that impose restrictions on the political activity of City employees.
- B. William Stewart Graham is the former Chief of Staff for City Councilman David Oh. He was the Chief of Staff from 2012 through May 6, 2016 and was an appointed employee of the City of Philadelphia since 1998. Mr. Graham retired from City service on May 6, 2016.
- C. Subsection 10-107(3) of Philadelphia’s Home Rule Charter provides, in part, that no City officer “shall, from any person, and no officer or member of a committee of any political party or club shall, from any civil service employee, directly or indirectly demand, solicit, collect or receive, or be in any manner concerned in demanding, soliciting, collecting or receiving, any assessment, subscription or contribution, whether voluntary or involuntary, intended for any political purpose whatever.”
- D. Subsection 10-107(4) of the Philadelphia Home Rule Charter provides that a City employee may not engage in certain types of political activity.
- E. Pursuant to Philadelphia Code Section 20-606(1)(h), if the Board finds a violation of Subsections 10-107(3) or 10-107(4) of the Home Rule Charter, it may impose a civil monetary penalty of \$300.
- F. Ethics Board Regulation No. 8, which became effective March 28, 2011, provides a detailed interpretation of Charter Subsections 10-107(3) and 10-107(4) as applied to appointed City officers and employees.
- G. Regulation No. 8, includes the following relevant provisions:
 - 1. Political activity is an activity directed toward the success or failure of a political party, candidate, or partisan political group. (Paragraph 8.1(n))
 - 2. An appointed officer or employee shall not engage in political activity while on duty, in City Hall or any other City-owned leased building, property, or office space, or while using City-owned or leased resources, including printers, computers, or other supplies or equipment. Appointed officers or employees may, while on duty, attend a political event held in a City-owned or leased building, property, or office space if the event is open to the public. (Paragraph 8.3)

3. An appointed officer or employee is on duty during normal working hours, which for those with fixed work schedules includes the time between the start and end of the workday excluding a lunch break. (Paragraph 8.1(k))
 4. A City Council employee shall not directly or indirectly be in any manner concerned in the collection, receipt, or solicitation of contributions intended for a political purpose. (Paragraphs 8.5 and 8.24)
- H. In 2015, while serving as Councilman Oh's Chief of Staff, Mr. Graham was involved in the organization and promotion of, and participated in, three separate fundraisers for Councilman Oh's re-election campaign. The fundraisers occurred on January 21, 2015, June 15, 2015, and September 17, 2015. For all three fundraisers, Mr. Graham provided administrative support, including proofreading, printing, and mailing fliers, envelopes, reply cards, and solicitation letters. For the January 21, 2015 fundraiser, he received a RSVP and contribution from an attendee. For the June 15, 2015 fundraiser, Mr. Graham reserved a venue for the event, ordered the catering, and helped set up the space with campaign materials on the day of the event. For the September 17, 2015 fundraiser, Mr. Graham reserved the venue, ordered food, placed advertisements, received RSVPs and contributions from attendees, and spoke at the fundraiser. In numerous instances, Mr. Graham worked on the fundraisers while on duty for the City.
- I. At all times, Mr. Graham fully cooperated with the Board's investigation.
- J. The Parties desire to enter into this Agreement in order to resolve the matters described herein.

AGREEMENT

The Parties agree that:

1. By promoting, organizing, and participating in a January 21, 2015 fundraiser for the David Oh campaign and by doing so at times on City time and using City resources, Mr. Graham violated Home Rule Charter Subsections 10-107(3) and (4), for which he is subject to a civil monetary penalty of \$300.
2. By promoting, organizing, and participating in a June 15, 2015 fundraiser for the David Oh campaign and by doing so at times on City time and using City resources, Mr. Graham violated Home Rule Charter Subsections 10-107(3) and (4) for which he is subject to a civil monetary penalty of \$300
3. By promoting, organizing, and participating in a September 17, 2015 fundraiser for the David Oh campaign and by doing so at times on City time and using City resources, Mr. Graham violated Home Rule Charter Subsections 10-107(3) and (4), for which he is subject to a civil monetary penalty of \$300.
4. Mr. Graham shall pay the aggregate civil penalty of \$900 for the violations described above on the following schedule.
 - 4.1 \$450 within 14 days of the execution of the Agreement; and
 - 4.2 \$450 within 60 days of the execution of the Agreement.

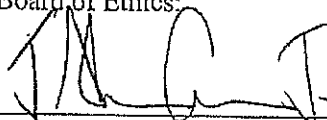
Payment shall be by check or money order made payable to the City of Philadelphia and delivered to the offices of the Board of Ethics.

5. Mr. Graham 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. Graham'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 Paragraphs 1-4 of the Agreement, and prevails, Mr. Graham 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.
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. The effective date of the Agreement shall be the date the Board Chair signs the Agreement.
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: 9/15/16



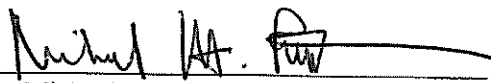
J. Shane Creamer, Jr.
Executive Director

By William Stewart Graham:

Dated: September 15, 2016 William Stewart Graham

Approved by the Board of Ethics:

Dated: 10/19/16



Michael H. Reed, Esquire
Chair