

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into between the Board of Ethics of the City of Philadelphia, Jannie L. Blackwell and the Friends of Jannie L. Blackwell, 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 City’s campaign finance law which is found at Chapter 20-1000 of the Philadelphia Code. The Ethics Board has provided a detailed interpretation of the campaign finance law in its Regulation No. 1 (Campaign Finance).
- B. The Friends of Jannie L. Blackwell is the authorized candidate political committee for Jannie L. Blackwell, Councilwoman for Philadelphia’s 3rd City Council District.
- C. On or around March 8, 2011, Jannie L. Blackwell filed a nomination petition to be placed on the ballot as a candidate for a Democratic nomination for Philadelphia’s 3rd City Council District seat.
- D. Because Councilwoman Blackwell was a candidate for a City of Philadelphia elective office, she and her authorized political committee, Friends of Jannie L. Blackwell, were subject to Philadelphia’s campaign finance law during the 2011 election.
- E. Pursuant to Philadelphia Code § 20-1002(1), in 2011, a person could not contribute more than \$2,600 to a City candidate’s candidate committee in a calendar year.
- F. Pursuant to Philadelphia Code § 20-1002(2), in 2011, a political committee could not contribute more than \$10,600 to a City candidate’s candidate committee in a calendar year.
- G. Pursuant to Code § 20-1002(12), no candidate for City elective office may accept any contribution which exceeds the contribution limits set forth in Chapter 20-1000.
- H. Pursuant to Code § 20-1301(1), the acceptance of an excess contribution is subject to a civil monetary penalty of three times the amount by which an accepted contribution exceeded the limit, or \$2,000, whichever is less.

I. In 2011, Friends of Jannie L. Blackwell and Councilwoman Blackwell accepted the following contributions from the Laborer's District Council PAC:

1. \$5,000 on March 23, 2011; and
2. \$7,500 on November 2, 2011.

Laborer's District Council PAC's contributions exceeded the limits imposed by Code § 20-1002(2) by \$1,900.

J. On May 16, 2011, Friends of Jannie L. Blackwell and Councilwoman Blackwell accepted a contribution of \$12,000 from the Genesis IV PAC. Genesis IV's contribution exceeded the limits imposed by Code § 20-1002(2) by \$1,400.

K. On May 11, 2011, Friends of Jannie L. Blackwell and Councilwoman Blackwell accepted a contribution of \$5,000 from Scott Orens. Scott Orens' contribution exceeded the limits imposed by Code § 20-1002(1) by \$2,400.

L. In 2011, Friends of Jannie L. Blackwell and Councilwoman Blackwell accepted the following contributions from Dr. L.H. Brown:

1. \$2,000 on March 23, 2011; and
2. \$1,000 on November 2, 2011.

Dr. L.H. Brown's contributions exceeded the limits imposed by Code § 20-1002(1) by \$400.

M. The Friends of Jannie L. Blackwell fully disclosed all of the above contributions in campaign finance reports filed with the Board.

N. On January 11, 2011, after being contacted by Board staff, the Friends of Jannie L. Blackwell refunded all of the excess contributions described in this agreement.

O. At all times, Councilwoman Blackwell and the Friends of Jannie L. Blackwell fully cooperated with the Board's investigation of the violations described in this Agreement.

P. The Parties desire to enter into this Agreement in order to resolve the issues described herein.

AGREEMENT


The Parties agree that:

1. Councilwoman Blackwell's and Friends of Jannie L. Blackwell's acceptance of an excess contribution of \$1,900 from Laborer's District Council violated § 20-1002(12) of the Philadelphia Code and shall be subject to a civil penalty of \$1,000.
2. Councilwoman Blackwell's and Friends of Jannie L. Blackwell's acceptance of an excess contribution of \$1,400 from Genesis IV violated § 20-1002(12) of the Philadelphia Code and shall be subject to a civil penalty of \$1,000.
3. Councilwoman Blackwell's and Friends of Jannie L. Blackwell's acceptance of an excess contribution of \$2,400 from Scott Orens violated § 20-1002(12) of the Philadelphia Code and shall be subject to a civil penalty of \$1,000.
4. Councilwoman Blackwell's and Friends of Jannie L. Blackwell's acceptance of an excess contribution of \$400 from Dr. L.H. Brown violated § 20-1002(12) of the Philadelphia Code and shall be subject to a civil penalty of \$250.
5. Councilwoman Blackwell and the Friends of Jannie L. Blackwell jointly shall pay the aggregate civil penalty of \$3,250 on the following schedule:
 - 5.1. \$1,000 within 14 days of the effective date of this agreement;
 - 5.2. \$1,000 by May 30, 2012; and
 - 5.3. \$1,250 by August 31, 2012.
6. Payment shall be made by check made out to the City of Philadelphia and delivered to the offices of the Board.
7. Friends of Jannie L. Blackwell and Councilwoman Blackwell release and hold 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 violations described in the Agreement.
8. In consideration of the above and in exchange for Friends of Jannie L. Blackwell's and Councilwoman Blackwell's compliance with all of the terms of the Agreement, the Board waives any further penalties or fines against them for the violations described in the Agreement.
9. The Parties will not make any public statements that are inconsistent with the terms of the Agreement.
10. If the Ethics Board is forced to seek judicial enforcement of the Agreement, and prevails, Friends of Jannie L. Blackwell and Councilwoman Blackwell shall be jointly and severally liable for attorneys' fees and costs reasonably expended in enforcing compliance with this Agreement. Fees for time spent by Board staff attorneys shall be calculated based upon standard and customary billing rates in Philadelphia for attorneys with similar experience.

- 11. The Agreement contains the entire agreement between the Parties.
- 12. The Parties will submit a signed copy of the Agreement to the Board for approval.
- 13. The Agreement shall become effective upon approval by the Board. The effective date of the Agreement shall be the date the Board approves the Agreement.
- 14. 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 or considering or resolving an administrative adjudication of the matters described in the Agreement.

By the Executive Director of the Board of Ethics:

Dated: 3/26/12



 J. Shane Creamer, Jr., Esquire

By Jannie L. Blackwell:

Dated: _____

By Friends of Jannie L. Blackwell

Dated: 3/23/12
Q.

x 

 Thelma Peake, Chair

Approved by the Board of Ethics:

Effective Date: 4/2/12



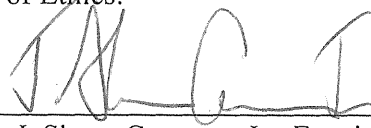
 Richard Glazer, Esquire
 Chair

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By the Executive Director of the
Board of Ethics:

Dated: _____

3/26/12

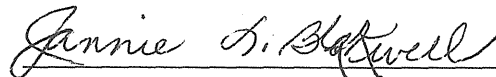


J. Shane Creamer, Jr., Esquire

By Jannie L. Blackwell:

Dated: _____

3/23/12



By Friends of Jannie L. Blackwell

Dated: _____

Q. _____

Thelma Peake, Chair

Approved by the Board of Ethics:

Effective Date: _____

Richard Glazer, Esquire
Chair