



BOARD OF ETHICS

CITY OF CHICAGO

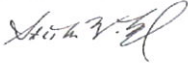
FINAL DETERMINATION OF LOBBYING VIOLATIONS CASE NO. 17011.14.LOB

This matter involves further action following the Board's determination, made at its meeting of April 19, 2017, that there is probable cause for the Board to conclude that: (i) an individual violated §2-156-245 of the Governmental Ethics Ordinance (the "Ordinance") by engaging in lobbying (as defined in §2-156-010(p) of the Ordinance) on July 1, 2016, but failed to register as a lobbyist. The subject was notified of that determination, and afforded the opportunity to meet to present any supplemental information or arguments to rebut the Board's determination. On May 10, 2017, the Board received written responses from both the subject and from the person on whose behalf the subject was acting. The subject's written response included a draft Settlement Agreement, including a Recitation of Relevant Facts and Terms of Settlement, and an offer to settle the matter regarding his conduct for a fine of \$25,000. The response of the person on whose behalf the subject had emailed the Mayor stated that it takes its responsibility under any and all applicable lobbying laws seriously, and that it understands that the subject, a consultant to it, may have failed to register as a lobbyist, and that it understands that this failure was a mistake.

At its meeting of July 19, 2017, the Board considered the matter, including the underlying email, the written responses, and the proposed settlement agreement, and voted 3-1 (William F. Conlon and Zaid Abdul-Aleem, recusing, and Nancy C. Andrade, absent, and Frances R. Grossman, dissenting) to:

1. Determine that the subject, who, at all relevant times, was a paid consultant to the person on whose behalf he sent a July 1, 2016 email to the Mayor, engaged in "lobbying," as defined in §2-156-010(p) of the Ordinance by sending that email, and did not file a statement of registration as a lobbyist within five (5) business days of this email, as required under §2-156-230 of the Ordinance, and thereby violated §2-156-245 of the Ordinance by failing to register as a lobbyist within five (5) days of engaging in lobbying activity. Further, pursuant to §2-156-465(b)(3), the Board hereby names the lobbyist as The Honorable William Singer;
2. Accept the Settlement Agreement as drafted, in its entirety, and settle the matter pursuant to the terms stated in it; and
3. Determine that the person on whose behalf the subject emailed the Mayor violated §2-156-305 of the Ordinance (entitled "Retaining and employing lobbyists who have to register – Penalty"), which prohibits any person from retaining or employing a lobbyist who has failed to register as required, and subjects such person to a fine of between \$500 and \$2,000, pursuant to §2-156-465(b)(7), and therefore, that the person shall and is hereby assessed a fine of \$2,000.
4. **The Board makes clear that its determination is not intended to question the integrity, character or motivations of the subject or of the person or individuals employed by the person on whose behalf the subject lobbied. It represents, rather, the Board's careful examination of all the facts and arguments presented to it, and the Board's conclusion that those facts show that the subject engaged in**

“lobbying” as defined in the Ordinance, but did not register as a lobbyist as required by the Ordinance.



Stephen W. Beard, Chair Pro-Tem

Steven I. Berlin, Executive Director

William F. Conlon, Chair
Zaid Abdul-Aleem
Nancy C. Andrade
Mary Trout Carr
Frances R. Grossman
Dr. Daisy S. Lezama

**CITY OF CHICAGO
BOARD OF ETHICS**

In the Matter of:)	
)	
Hon. William Singer)	Case No. 17011.14.LOB
Respondent)	
)	

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into between the Chicago Board of Ethics (“Board”) and the Honorable William Singer (“Respondent”), pursuant to §§ 2-156-245 and -505 of the City of Chicago Governmental Ethics Ordinance (“Ordinance”). On April 19, 2017, the Board determined that there was probable cause to conclude that the Respondent had violated the Ordinance based on a review of publicly released emails. The parties agree to the following terms to resolve this matter.

RECITATION OF RELEVANT FACTS

- 1) At all times relevant to this matter, Respondent was a paid consultant to United Airlines, Inc. (“United”).
- 2) On July 1, 2016, Mayor Rahm Emanuel (“Mayor”) telephoned Respondent regarding United.
- 3) Subsequent to that phone call, Respondent corresponded by email with Mayor by sending a .pdf document to the Mayor entitled “20160701 Letter to Ginger Evans” (“Letter to Evans”) and wrote in the text of the email:

“The attached has been sent to Ginger. It fully explains United’s proposal and makes clear that, while this proposal reflects short term but significant growth for O’Hare, United is fully committed to the City’s long term growth and expansion plans and that we are actively engaged in the process that gets us all to a plan. Billy.”

- 4) The Mayor wrote to Respondent that day:

“Great. Thanks. Will discuss with ginger. Got to be honest reflected on our call. I do not know how else I can respond to call with a verbal explanation of a concept except present to ginger...”

- 5) Shortly thereafter, the Mayor sent an additional email saying:

“That said I told ginger give it her full attention. She said united just gave their routes something everyone else handed in February. Be bold.”

- 6) Respondent sent an additional email to Mayor that stated: "Thanks. Bold --yes. Enjoy Michigan."
- 7) The Respondent registered as a Chicago lobbyist for United on February 28, 2017.

- 8) The Letter to Evans, at the time Respondent sent it, had been previously delivered to the City, and Respondent provided it solely as a convenience to Mayor.

STATEMENT OF RELEVANT LAW

- 9) Section 2-156-010(p) defines "Lobbyist" as:

"any person who, on behalf of any person other than himself, or as any part of his duties as an employee of another, undertakes to influence any legislative or administrative action, including but not limited to: (1) a bond inducement ordinance; (2) a zoning matter; (3) a concession agreement; (4) the creation of a tax increment financing district; (5) the establishment of a Class 6(b) Cook County property tax classification; (6) the introduction, passage or other action to be taken on an ordinance, resolution, motion, order, appointment or other matter before the City Council; (7) the preparation of contract specifications; (8) the solicitation, award or administration of a contract; (9) the award or administration of a grant, loan, or other agreement involving the disbursement of public monies; or (10) any other determination made by an elected or appointed City official or employee of the City with respect to the procurement of goods, services or construction; provided, however, that a person shall not be deemed to have undertaken to influence any legislative or administrative action solely by submitting an application for a City permit or license or by responding to a City request for proposals or qualifications.

The term "lobbyist" shall include, but is not limited to, any attorney, accountant, or consultant engaged in the above-described activities; provided, however, that an attorney shall not be considered a lobbyist while representing clients in a formal adversarial hearing. The term "lobbyist" shall not include any volunteer, employee, officer or director of a not-for-profit entity who seeks to influence legislative or administrative action solely on behalf of that entity. Provided further, that if (1) any person is paid or otherwise compensated to influence legislative or administrative action on behalf of a not-for-profit entity; and (2) such not-for-profit entity lobbies on behalf of for-profit entities or individuals engaged in a for-profit enterprise, such person shall be deemed to be a lobbyist within the meaning of this chapter."

- 10) Section 2-156-230 requires anyone meeting the definition of lobbyist and not subject to an exemption to register with the Board within five (5) business days of engaging in lobbying.

BOARD CONCLUSIONS AND DETERMINATIONS

- 11) At its April 19, 2017 meeting, based on the evidence recited above, the Board reached the following factual conclusions:

- a) Respondent communicated with the Mayor on behalf of United on July 1, 2016; and
- b) Respondent did not register as a lobbyist within five (5) business days of July 1, 2016.

12) ~~The Board determined that there was probable cause to conclude that the Respondent violated Ordinance § 2-156-230.~~

TERMS OF THE SETTLEMENT AGREEMENT

The above fact recitation, statement of law and Board conclusions and determinations are incorporated into and made a part of this Agreement.

- 13) The parties agree to enter into this Agreement to resolve all factual and legal issues arising out of the Respondent's representation of United and to reach a final disposition without further evidentiary proceedings.
- 14) Respondent acknowledges that, from the record before it, the Board has determined that there is probable cause to conclude that he failed to register as a lobbyist within five (5) business days of lobbying, as required by § 2-156-230.
- 15) Respondent did not appreciate that his activity triggered lobbyist registration and that therefore not filing was a mistake.
- 16) Pursuant to §§ 2-156-245 and -505, the Board may seek to settle the matter by fine.
- 17) Pursuant to § 2-156-465(b)(3), the Board may fine a lobbyist \$1,000 for each day a violation continues.
- 18) In recognition of the foregoing, Respondent agreed to pay a fine of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000) to the Board within thirty (30) days of this Disposition, which shall be the date of final execution, by money order, cashier's, or certified check, made payable to the "Board of Ethics," and that, if the Board has not received such amount by that date, Respondent shall pay interest of nine percent (9%) per annum on the unpaid balance until paid-in-full; provided, however, that no interest shall be due and owing that is greater than provided for in 815 ILCS 205/4.
- 19) Respondent acknowledges that this Agreement is a public and final resolution of the potential violations and recommendations identified by the Board in relation to this matter, and the Board shall make it public pursuant to § 2-156-465(b)(3), and, except as may be provided by applicable law, all writings with respect to the Agreement or its negotiations in the Board's possession will remain confidential.
- 20) Respondent confirms he has entered into this Agreement freely, knowingly, and intentionally, without coercion or duress, and after having had the opportunity to be represented by an attorney of his choice, accepting all the terms and conditions contained herein without reliance on any other promises or offers previously made or tendered by

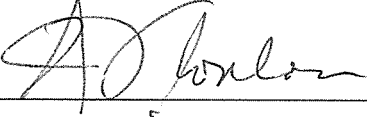
any past or present representative of the Board, and that he fully understands all the terms of this Agreement. The terms of this Agreement are contractual and not mere recitals. If any of the provisions of this Agreement shall be found invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- 21) Respondent understands and voluntarily waives and assigns, on his and his successors' behalf, any and all: (i) procedural rights under the City's Municipal Code, including a merits hearing pursuant to § 2-156-392 of the Ordinance, or to subpoena witnesses to testify, confront and cross-examine all witnesses; and (ii) rights to commence any judicial or administrative proceeding or appeal before any court of competent jurisdiction, administrative tribunal, political subdivision or office of the State of Illinois or the United States arising out of his not registering as a lobbyist with the Board on behalf of United in 2016.
- 22) Respondent releases and holds harmless the Board and its staff from any potential claims, liabilities, and causes of action arising from the Board's enforcement and settlement of the violation described in the Agreement to contest the lawfulness, authority, jurisdiction, or power of the Board in imposing the sanction which is embodied in this Agreement, and the right to make any legal or equitable claim or to initiate legal proceedings of any kind against the Board, or any members or employees thereof relating to or arising out of this Agreement or the matters recited herein.
- 23) Once executed by Respondent, the Board staff shall submit this Agreement to the Board at its next regularly scheduled meeting. The Board must determine by a majority vote that it approves the Agreement and the Board must execute and date the Agreement before it becomes effective.
- 24) The parties agree that this Agreement shall become invalid in the event the Board refuses to approve it. Respondent acknowledges that if the Agreement is not approved or executed by the Board, the Board may proceed with a hearing on the merits or other enforcement against Respondent, and no member of the Board or its staff shall be disqualified from participating in such proceedings because of this Agreement or its negotiation. However, no statement or representation of any kind made in the course of negotiating this Agreement may be used by either party for the purpose of establishing liability at any future hearing or proceeding.
- 25) Respondent agrees that failure to comply with the terms of this Agreement constitutes a breach of the Agreement and that following such failure the Board can proceed to a hearing on the merits or take any other action as permitted by law.
- 26) In consideration of Respondent's full compliance with all terms of this Agreement, the Board waives any future penalties or fines against Respondent for any further proceedings arising out of his representation of United, up through and including the date of this Agreement.

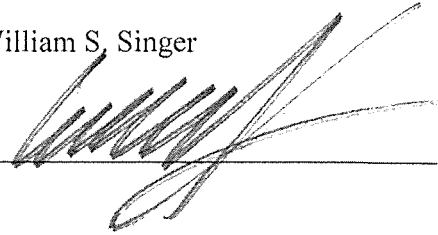
27) The Agreement contains the entire agreement between the Board and the Respondent and it may not be modified unless the modified is re-executed and re-dated by both parties. The Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws.

28) This Agreement shall not be effective until all parties have affixed their signature below.

Chicago Board of Ethics

By: 
Its: Chair

William S. Singer



James I. Kaplan, As Attorney for Respondent

