

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 Verna Brown-Tyner, 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 and Chapter 20-600 of the Philadelphia Code, the Board is charged with administering and enforcing the City Ethics Code.
- B. Verna Brown-Tyner is the Chief of Staff for Councilmember At-Large William K. Greenlee. She was first appointed to her current position in 2006. In 2010 she resigned from her position to run for City elective office and was then re-appointed to her current position in 2011. Ms. Tyner began working for the City in 1994.
- C. Ms. Brown-Tyner served as the President of Tioga United, a Registered Community Organization based in North Philadelphia, from 2012 until September 29, 2018. Tioga United’s mission is to serve the community in the Tioga neighborhood of Philadelphia and to provide services to help rebuild the community one step at a time.
- D. In June of 2018, Board Enforcement Staff received a complaint alleging that Ms. Brown-Tyner had violated the City Ethics Code. Enforcement Staff accepted the complaint and opened an investigation. In the course of the investigation, Enforcement Staff obtained documents, such as emails, and took statements from witnesses.
- E. Subject to certain exceptions, Philadelphia Code Section 20-602(1)(a) prohibits a City employee from representing another person (including a non-profit) as an agent or attorney, whether or not for compensation, in any transaction involving the City.
- F. A transaction involving the City, as per Code Section 20-601(27), is any matter that a City officer or employee “believes or has reason to believe (a) is or will be the subject of City action; or (b) is one to which the City is or will be a party; or (c) is one in which the City has a direct proprietary interest.”
- G. Pursuant to Code Section 20-1302, a violation of Section 20-602(1)(a) is subject to a civil monetary penalty of \$1,000, which may be increased to \$2,000 if an aggravating factor is present or decreased to as low as \$250 if mitigating factors are present.
- H. Beginning in August of 2013, Ms. Brown-Tyner represented Tioga United in numerous transactions involving the City, including, as described below, matters involving land use and liens imposed by the City.

- I. From 2015 through 2018, Ms. Brown-Tyner, in her capacity as President of Tioga United, tried to obtain for Tioga United a parcel of Redevelopment Authority land located at 20th and Tioga Streets for use as a community garden. Ms. Brown-Tyner had multiple communications and meetings with Councilwoman Cindy Bass and her staff in order to obtain the Councilwoman's support for a one-year lease or nominal transfer of the land to Tioga United.
- J. In 2016, after being approached by the Philadelphia City Planning Commission, Ms. Brown-Tyner, in her capacity as President of Tioga United, applied for a City-administered Brownfields grant for a community garden at 20th and Tioga Streets. The Brownfields grant was funded by the U.S. Environmental Protection Agency and administered by the Philadelphia Redevelopment Authority and several City departments, including the Office of Sustainability and the Water Department.
- K. In 2018, the City informed Ms. Brown-Tyner, in her capacity as President of Tioga United, that the Department of Licenses and Inspections ("L&I") had placed liens on two properties owned by Tioga United. In response, Ms. Brown-Tyner protested to the Revenue Department that L&I records reflected that the matter had been closed and, for that reason, Tioga United believed that it did not owe any money to the City. After being informed that this was not the case, Ms. Brown-Tyner arranged for Tioga United's payment to the City.
- L. Ms. Brown-Tyner fully cooperated with the Board's investigation of the violations described in this Agreement.
- M. The Parties enter into this Agreement in order to resolve the matters described herein.

AGREEMENT

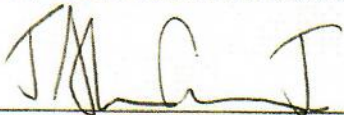
The Parties agree that:

- 1. By representing Tioga United in its request to Councilwoman Bass to support a transfer to Tioga United of a parcel of Redevelopment Authority land located at 20th and Tioga Streets, Ms. Brown-Tyner violated Philadelphia Code Section 20-602(1)(a), for which she is subject to a civil monetary penalty of \$1,000.
- 2. By representing Tioga United in its submission of an application for a City-administered Brownfields grant, Ms. Brown-Tyner violated Philadelphia Code Section 20-602(1)(a), for which she is subject to a civil monetary penalty of \$1,000.
- 3. By representing Tioga United in discussions with the Revenue Department about whether Tioga United owed monies to the City, Ms. Brown-Tyner violated Philadelphia Code Section 20-602(1)(a), for which she is subject to a civil monetary penalty of \$1,000.
- 4. Payment of the aggregate \$3,000 civil monetary penalty shall be made by check or money order made payable to the City of Philadelphia and delivered to the offices of the Board on the following schedule:
 - 4.1. \$500 within 60 days of the effective date of the Agreement;
 - 4.2. At least \$500 every 60 days thereafter until the full amount is paid, provided that the full amount shall be paid by December 31, 2019.

5. Ms. Brown-Tyner 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 Ms. Brown-Tyner's compliance with all of the terms of the Agreement, the Board waives any further penalties or fines against her for the conduct described in the Agreement, which covers all violations or potential violations by Ms. Brown-Tyner known to the Board at this time.
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, Ms. Brown-Tyner 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. The Agreement shall become effective upon approval by the Board.
11. 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: 11/15/18



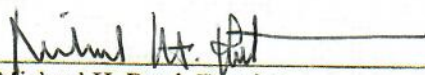
 J. Shane Creamer, Jr.

By Verna Brown-Tyner:

Dated: 11/15/18



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



 Michael H. Reed, Esquire
 Chair