

SETTLEMENT AGREEMENT

This settlement agreement (the “Agreement”) is made and entered into by and between the City of Philadelphia (the “City”), acting by and through its Board of Ethics (the “Board”) and Brahin Behlin (“Mr. Behlin”), jointly referred to as “the Parties,” each a “Party.”

RECITALS

- A. The Board is an independent, five-member board of the City established in 2006 by voter approval of an amendment to the Philadelphia Home Rule Charter (the “Charter”). Pursuant to Charter Section 4-1100 and the Philadelphia Code (the “Code”) Section 20-600, the Board is charged with administering and enforcing the standards of governmental conduct and ethics for City employees, including the rules for Conflict of Interest.
- B. Mr. Behlin is a City employee, working as a Special Assistant in City Council, performing constituent services on behalf of Philadelphia residents.
- C. Code Section 20-607(1) provides, in part, that: “no [...] City officer or employee shall be financially interested in any [...] case, claim, decision, decree or judgment made by him in his official capacity...”
- D. In or around April 2022, Mr. Behlin began engaging City departments on a constituent services matter regarding the rental license, certificate of rental suitability, and property violations of a rental property in which Mr. Behlin was also a tenant.
- E. Around this same time, Mr. Behlin was also involved in litigation in Landlord Tenant Court and hearings with the Fair Housing Commission in which he was a party adverse to this property’s landlord and in which the rental license and certificate of rental suitability were at issue.
- F. Mr. Behlin fully cooperated with the Board’s investigation and resolution of the issues described in the Agreement.
- G. The Parties desire to enter into the Agreement to resolve the issues described herein.

AGREEMENT

The Parties hereby agree to the following:

- 1. The Recitals paragraphs A through G above are made part of the Agreement as if fully set forth herein.
- 2. The Parties agree that by working on a constituent services matter which also concerned his own interests, Mr. Behlin violated Code Section 20-607(1). The civil monetary penalty for this violation is \$250.
- 3. Mr. Behlin shall pay the civil monetary penalty by check or money order made payable to the City of Philadelphia and delivered to the Board’s office at:


City of Philadelphia
Board of Ethics
One Parkway Building
1515 Arch Street
18th Floor
Philadelphia, PA 19102

4. Mr. Behlin 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. Behlin's compliance with the terms of the Agreement, the Board waives any further penalties or fines against Mr. Behlin for the violations described in the Agreement.
6. The Parties shall 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. Behlin 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.
8. The Agreement contains the entire agreement between the Parties.
9. The Agreement is severable. If any court of competent jurisdiction determines that any paragraph or part set forth in the Agreement is unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect as if the unenforceable paragraphs or parts were omitted.
10. Upon execution of the Agreement by Mr. Behlin and the Executive Director of the Board, the Executive Director shall submit a signed copy of the Agreement to the Board for approval.
11. The Agreement shall become effective only upon approval by the members of the Board. The effective date of the Agreement is the date the Board Chair signs the Agreement.
12. If the Board rejects the proposed Agreement, nothing in the proposed Agreement shall be considered an admission by either Party and, except for this paragraph, nothing in the Agreement shall be effective.
13. If the Board approves the proposed Agreement, the Board shall make the Agreement available to the public as required by Board Regulation 2.27 by posting the Agreement to the Board's website.

In witness whereof, the Parties hereto have executed the Agreement on the dates set forth below:

**By the Executive Director of
the Board of Ethics:**


Dated: 1/9/24



J. Shane Creamer, Jr., *Executive Director*

Brahin Behlin:

Dated: 1/9/2024



Brahin Behlin

Approved by the Board of Ethics:

Dated: 1/18/2024



Michael H. Reed, *Chair*