

SETTLEMENT AGREEMENT

This settlement agreement (the “Agreement”) is made and entered into by and among the Board of Ethics of the City of Philadelphia (the “Board”); J. Shane Creamer, Jr., Executive Director of the Board (the “Executive Director”); and Philadelphia City Councilmember Kenyatta Johnson (“Councilmember Johnson”); jointly referred to as “the Parties,” each a “Party.”

RECITALS

- A. The Board is an independent, five-member board of the City of Philadelphia (the “City”) established in 2006 by 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 standards of governmental conduct and ethics for City employees, including the financial disclosure obligations of certain City officials.
- B. Councilmember Johnson has represented the Second Council District since 2012.
- C. Pursuant to Section 20-610(1)(a) of the Philadelphia Code, individuals who hold City elective office are required to file a Statement of Financial Interests for the preceding year with the Board no later than the first day of May of each year. Section 20-610(2)(e) requires filers to disclose a source of income totaling in the aggregate five hundred dollars or more. Beginning in 2021, 20-610(2)(e) further requires filers to also disclose the amount of income received from a source if such income exceeds five thousand dollars.
- D. Councilmember Johnson owns residential real estate at 1512 S. 18th Street, Philadelphia, PA (the “Rental Property”) which he has leased for income for the past several years, including 2020 and 2021.
- E. On July 23, 2022, Councilmember Johnson submitted an amended 2021 Statement of Financial Interests to disclose the Rental Property as a source of income exceeding five hundred dollars, as well as the amount of income, after receiving questions about it from the Philadelphia Inquirer.
- F. In late September 2022, the Board contacted a representative of Councilmember Johnson to determine whether other income from the Rental Property may have been omitted from any earlier Statement of Financial Interests. On September 22, 2022, Councilmember Johnson submitted an amended 2020 Statement of Financial Interests to disclose the Rental Property as a source of income of more than five hundred dollars.

AGREEMENT

The Parties hereby agree to the following:

- 1. The Recitals paragraphs A through F above are made part of the Agreement as if fully set forth herein.
- 2. The Parties agree that by failing to timely disclose income from the Rental Property on the 2020 and 2021 Statements of Financial Interests, Councilmember Johnson violated Philadelphia Code Section 20-610(2)(e). The total civil monetary penalty for these two (2) violations is \$2,000.

3. Councilmember Johnson 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. Councilmember Johnson represents and warrants that, as of the effective date of the Agreement, there are no additional outstanding omissions on any of his City of Philadelphia Statements of Financial Interests.
5. Councilmember Johnson 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 Councilmember Johnson's compliance with the terms of the Agreement, the Board waives any further penalties or fines against Councilmember Johnson for the violations described in the Agreement.
7. The Parties shall 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 this Agreement, and prevails, Councilmember Johnson 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 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.
11. Upon execution of the Agreement by Councilmember Johnson, the Executive Director shall submit a signed copy of the Agreement to the Board for approval.
12. 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.
13. 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.
14. 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:**



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

Dated: _____

Councilmember Kenyatta Johnson:



Dated: 12/16/2022

Approved by the Board of Ethics:


Michael H. Reed, *Chair*

Dated: 12/22/2022