

**BEFORE THE CITY OF ATLANTA
BOARD OF ETHICS**

In the Matter of:)
)
Deborah Scott Brooks) Case No. CO-07-006
)
Respondent)
)

DECISION AND ORDER

This matter came before the Board of Ethics for a decision on July 15, 2010, following a probable cause determination. Having considered the attached settlement agreement, the City of Atlanta Board of Ethics approves the agreement and orders that Respondent Deborah Scott Brooks pay an administrative sanction of \$250 to the City of Atlanta on or before October 1, 2010.

So ordered this 16th day of July, 2010.

For the City of Atlanta Board of Ethics



MaryAnne Gaunt
Vice Chair and Presiding Officer
City of Atlanta Board of Ethics

rental of the Historic City Council Chambers in December 2006. Both payments were written in response to the Law Department's investigation and report on the rental of facilities in City Hall.

7. On at least two other occasions, Ms. Brooks waived in writing the rental fee for the use of city facilities for personal events.

CONCLUSIONS OF LAW

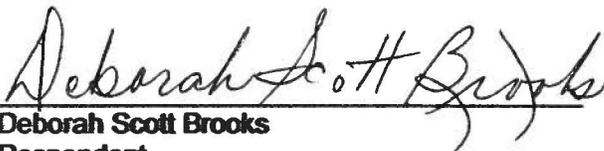
8. Deborah Scott Brooks is a former city employee who as director of the Office of General Services was subject to the Code of Ethics found in section 2-801 to 2-824 in the City's Code of Ordinances.
9. Section 2-811 of the Code of Ethics states: "No official or employee shall request, use or permit the use of any publicly owned or publicly supported property, vehicle, equipment, labor or service for the private advantage of such official or employee or any other person or private entity."
10. In Formal Advisory Opinion 2003-1, the Board of Ethics concluded that a city official "is not entitled to a reduction or waiver of any rental fee for the personal use of parks property or for the use of any other private person or entity on terms that are not available to the general public."
11. The Office of General Services had a general policy in 2004 that it could not waive fees for the rental of city facilities for a purpose unrelated to city business or city operations.
12. A wedding in the atrium involves the personal use of city property and is not official city business.
13. The reduction or waiver of any rental fee for the personal use of city property, except on the same terms available to the general public, is a violation of section 2-811.
14. Ms. Brooks requested, used, and permitted the use of city property for the private advantage of herself and others when she hosted her daughter's wedding in the City Hall Atrium and Historic City Council Chambers in May 2004 without paying the rental fee charged to the general public and when she personally waived the rental fee for the private parties of other persons.

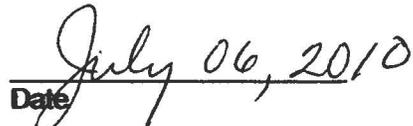
AGREEMENT

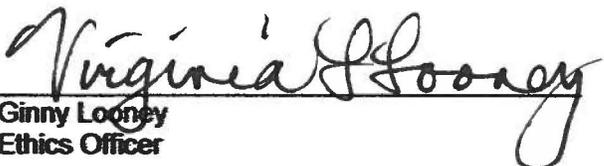
15. Ms. Brooks acknowledges that she violated the city's ethical standards by hosting her daughter's wedding at City Hall without paying the rental fee customarily charged to the general public and by granting a waiver of rental fees for other private events not sponsored by the City of Atlanta.
16. She agrees to pay the City of Atlanta a civil penalty of \$250 from personal funds in four installment payments, with \$100 due immediately on the signing of this agreement. Of the remaining amount, \$50 is due on August 1, 2010; \$50 is due on September 1, 2010; and \$50 is due on October 1, 2010. If the entire fine is not

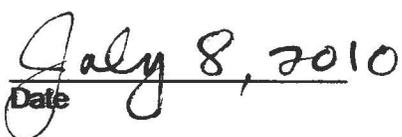
paid by October 1, 2010, Ms. Brooks agrees to a deduction of the amount owed from her retirement check.

17. The parties agree to enter this settlement agreement to resolve all factual and legal issues raised in this matter and to reach a final disposition without the necessity of an evidentiary hearing before the Board to determine Respondent's liability.
18. The Respondent understands and voluntarily waives all procedural rights under the Code of Ordinances, including the right to personally appear before the Board, subpoena witnesses to testify, confront and cross-examine all witnesses, and have the Board hear the matter at any enforcement hearing.
19. The Respondent acknowledges that this agreement is not binding on any other law enforcement or governmental agency and does not preclude the Board of Ethics from referring this matter to, cooperating with, or assisting any other law enforcement or government agency on this or any other related matter.
20. The Ethics Officer will submit this settlement agreement for consideration by the Board of Ethics at its next regularly scheduled meeting, and the Board must enter an order approving the agreement before it becomes the final decision and order in the case.
21. The parties agree that this agreement shall become null and void in the event that the Board refuses to accept it. The Respondent further agrees that no member of the Board of Ethics or its staff shall be disqualified from participating in any hearing before the Board because of prior consideration of this settlement agreement.


Deborah Scott Brooks
Respondent


Date


Ginny Looney
Ethics Officer


Date