

BEFORE THE CITY OF ATLANTA
BOARD OF ETHICS

In the Matter of:

C.T. Martin

Respondent

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Case No. CO-07-026

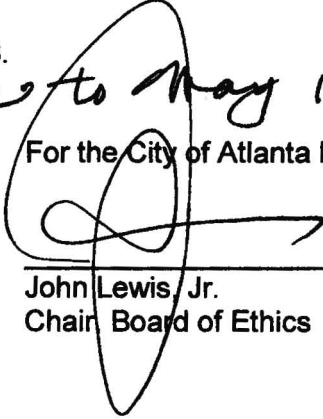
DECISION AND ORDER

Having considered the settlement agreement in this case at its meeting on May 15, 2008,
the City of Atlanta Board of Ethics approves the agreement.

So ordered this 17th day of July, 2008.

none protest to May 15, 2008

For the City of Atlanta Board of Ethics



John Lewis, Jr.
Chair Board of Ethics

7. Mr. Martin requested the use of the City Hall Atrium on October 1, 2006, for a wedding and reception. The user paid the cleaning fee for the private event. In the contract section completed by the Office of General Services, there is typed the following: "Rental Fee: \$ Wavied(sic)(C. T. Martin)."
8. There is no evidence that any rental fee was paid for these private events. There also is no evidence that Mr. Martin gained any personal benefits by his actions.

CONCLUSIONS OF LAW

9. Mr. Martin is a city official subject to the Code of Ethics, found in sections 2-801 to 2-824 in the City's Code of Ordinances.
10. 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."
11. The Board of Ethics in Formal Advisory Opinion 2003-1 stated 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."
12. 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.
13. Mr. Martin has requested the waiver of rental fees for use of city property for private functions not sponsored by the City of Atlanta.
14. Mr. Martin permitted the use of city property for the private advantage of another person when he provided a written waiver of the rental fee for a wedding reception for the director of general services.

AGREEMENT

15. Mr. Martin acknowledges that he violated the Code of Ethics when he wrote a memorandum waiving the rental fee for use of the atrium for a wedding reception and requested the waiver of rental fees for other private events not sponsored by the City of Atlanta, but states that he received no private benefit from the waiver of the fees.
16. He agrees to pay the City of Atlanta a single civil penalty of \$250 from personal funds within 10 days of approval of this agreement by the Board.
17. He agrees that he will abide by the city's written policies on the rental of city property, will not request or grant the waiver of rental fees for private events not sponsored by the City of Atlanta, will file the City Gift report and other disclosure forms as required by law, and comply with the Code of Ethics.

18. 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.
19. The Respondent understands and voluntarily waives all procedural rights under the Code of Ordinances, including the determination of probable cause and 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.
20. 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.
21. 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.
22. 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.

Clarence T. Martin
Clarence T. Martin
Respondent

5-2-08
Date

Virginia Looney
Virginia Looney
Ethics Officer

5/15/2008
Date