

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

In the Matter of:

Rhonda Johnson

Respondent

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Case No. CO-10-002

**DECISION AND ORDER**

This matter came before the City of Atlanta Board of Ethics for a decision on May 19, 2011, prior to a probable cause determination. Having considered the attached settlement agreement, the City Board of Ethics approves the agreement and orders that Respondent Rhonda Johnson pay a fine of \$750 for her violation of section 2-811 of the City's Code of Ethics and repay \$51.55 to the City as restitution for the personal use of the rented vehicle. The total sum of \$801.55 is due to the City of Atlanta within 10 days of the date of this decision.

So ordered this 19<sup>th</sup> day of May, 2011.

For the City of Atlanta Board of Ethics

  
Caroline Johnson Fanner  
Chair, Board of Ethics

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Rhonda Johnson	)	Case No. CO-10-002
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**SETTLEMENT AGREEMENT**

This settlement agreement is made between Ginny Looney, the Ethics Officer of the City of Atlanta, and Rhonda Johnson, a city employee charged with violating the Code of Ethics.

The parties agree and consent to the following terms to resolve this matter prior to a probable cause determination by the City of Atlanta Board of Ethics. The Board of Ethics is responsible for administering, implementing, and enforcing the Standards of Conduct contained in the Atlanta Municipal Code.

**FINDINGS OF FACT**

1. Rhonda Johnson is a city employee and the Municipal Clerk for the City of Atlanta.
2. In September 2008, Ms. Johnson attended the Georgia Municipal Clerks and Finance Officers Association Education Program held in Athens, Georgia.
3. On Monday, September 15, 2008, Ms. Johnson rented a vehicle for two days from Enterprise Leasing Company of Georgia to attend the program in Athens, and she was given a 2008 Toyota Prius. On Tuesday, she returned the Prius and replaced it with a 2008 Chevrolet S15 pick-up truck, which she turned in on Wednesday, September 17.
4. While she had the rental truck, Ms. Johnson contacted staff in her office for help in moving furniture. Two employees said they helped with the move from a downtown condominium to her home during city work hours.
5. Ms. Johnson sought reimbursement from the City for expenses she incurred during the Athens meeting in the amount of \$326.63, which included the charge of \$103.09 for the rental from Enterprise Leasing. The city's financial records show that she was reimbursed on October 14, 2008.
6. Ms. Johnson used city funds to pay for a pick-up truck used to move personal furniture and used city staff to assist her with this move.
7. Ms. Johnson has cooperated fully with the ethics investigation.

## **CONCLUSIONS OF LAW**

8. Ms. Johnson is a city employee subject to the Code of Ethics, found in sections 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. Formal Advisory Opinion 2004-1 states that official city business "does not include an activity or event done solely for the personal benefit of an individual official or employee."
11. The use of a pick-up truck rented with city funds to move personal property and the use of city employees' services to assist in a personal move during normal business hours involve the use of city property and labor for private advantage in violation of City Code Section 2-811.

## **PENALTY**

12. In proposing a penalty, the Ethics Office has considered both aggravating and mitigating circumstances. The aggravating circumstances are that Ms. Johnson is a department head, the investigation shows a clear intent to use the rented truck for personal use, and she gained a personal benefit from the use. As mitigating circumstances affecting the penalty, Ms. Johnson shared long-term friendships with the two employees who helped with the move and has accepted responsibility for her actions.

## **AGREEMENT**

13. Ms. Johnson acknowledges that she violated the city's ethical standards by using city labor and a vehicle rented with city funds for her private gain. She states that she viewed the assistance as friends providing a favor during the lunch period and she did not believe the personal use of the truck violated the Code of Ethics since the exchange of vehicles did not result in any additional expense to the City of Atlanta.
14. She agrees to pay the City of Atlanta a civil penalty of \$750 and to repay the City \$51.55 as restitution for the personal use of the rented vehicle. These payments are due within 10 days of the date that the Board approves this agreement.
15. 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.
16. 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.
17. 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

cooperating with or assisting any other law enforcement or government agency on this or any other related matter.

18. 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.

19. 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.

Rhonda Daughin Johnson

Rhonda Johnson  
Respondent

May 16, 2011

Date

Ginny Looney

Ginny Looney  
Ethics Officer

5/16/2011

Date