BEFORE THE CITY OF ATLANTA
BOARD OF ETHICS

In the Matter of:	)	
	)	
Kwanza Hall	)	
	)	Case No. CO-08-007
Respondent	)	
	)	

DECISION AND ORDER

Having considered the settlement agreement in this case at its meeting on January 15, 2009, the City of Atlanta Board of Ethics approves the agreement.

So ordered this 15th day of January, 2009.

For the City of Atlanta Board of Ethics

John Lewis, Jr.
Chair, Board of Ethics

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Kwanza Hall	)	
	)	Case No. CO-08-007
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SETTLEMENT AGREEMENT

This settlement agreement is made between Ginny Looney, the Ethics Officer of the City of Atlanta, and Kwanza Hall (Respondent), a city official 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. Kwanza Hall is a city elected official and represents Council District 2 on the Atlanta City Council.

2. In 2005, while a candidate for municipal office, Mr. Hall contracted with NGP Software, Inc., a national software and technology consulting firm that provides consulting services, custom database solutions, and political software for Democratic candidates. NGP created and maintained a comprehensive database of all the constituents in District 2, regardless of political affiliation, based on information he collected and entered.

3. After his election, Mr. Hall decided to use the database as his primary method of keeping in touch with his constituents. Since 2006, NGP Software, Inc., has received seven payments totaling $11,200 from the Council District 2 office expense account, and two payments totaling $3,185 from his campaign fund account. Mr. Hall states that he attempted to divide the cost of maintaining the database equitably between his campaign funds and his office expense account.

4. Since 2006, Mr. Hall has sent three political or fundraising emails to contributors and other persons listed in his database.

5. On October 20, 2008, he transferred the funding for all NGP services from his office expense account to his campaign fund account.

CONCLUSIONS OF LAW

6. Mr. Hall 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.

7. 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."

8. The use of city property, including city funds, to solicit political campaign contributions, promote a political candidate, or distribute campaign literature is a violation of section 2-811.

9. Mr. Hall used city property for political purposes when he used the NGP email service paid for partially by city funds to send three emails that were of a political nature and not official city business.

AGREEMENT

10. Mr. Hall acknowledges that he violated the city's ethical standards by sending three emails of a political nature using an email service that was partially paid for with city funds.

11. He agrees to pay the City of Atlanta $750 from personal funds as an administrative sanction; payment of this sanction is due within 10 days of the date that the Board approves this agreement. He further agrees to repay the City the total amount of $11,200 that was paid to NGP Software, Inc. from his office expense account; this payment is due within six months and may be made from his campaign fund account, provided that state law permits the expenditure.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

Kwanza Hall
Respondent

Date 1/15/09

Ginny Looney
Ethics Officer

Date 1/15/2009