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**MIAMI-DADE COUNTY
COMMISSION ON ETHICS & PUBLIC TRUST**

IN RE: JOHN F. TIMONEY
_____ /

C 07-34

**PUBLIC REPORT & FINAL ORDER
ACCEPTING SETTLEMENT AGREEMENT
& LETTER OF REPRIMAND**

The ADVOCATE filed the above-referenced COMPLAINT against RESPONDENT John F. Timoney, Chief of Police of the City of Miami. The COMPLAINT alleged one violation of the Miami-Dade County Conflict of Interest & Code of Ethics Ordinance at Section 2-11.1(e) (4), which requires municipal officials to disclose gifts of value greater than \$100 received per quarter.

According to the allegation outlined in the COMPLAINT, RESPONDENT violated Section 2-11.1 (e)(4) when he did not disclose as a gift the use of a 2006 Lexus SUV hybrid vehicle from representatives of Lexis of Kendall. The vehicle was provided to RESPONDENT, without consideration, for a period of approximately one year.

Pursuant to the Code of Miami-Dade County, Article LXXVI, Section 2-1068, the Commission on Ethics & Public Trust has jurisdiction to enforce the above-referenced ordinance.

On November 14, 2007, RESPONDENT stipulated to legal sufficiency and probable cause in this matter. Subsequently, the Ethics Commission was presented with a SETTLEMENT AGREEMENT in which the RESPONDENT agreed not to contest the charge against him, to pay the maximum fine of five hundred dollars (\$500.00), to reimburse the Ethics Commission for investigative costs of three hundred forty-two dollars and fifty cents (\$342.50), and to accept a

LETTER OF REPRIMAND in full satisfaction of the COMPLAINT. On January 31, 2008, the Ethics Commission accepted the SETTLEMENT AGREEMENT and the total payments of the fine and costs of \$842.50, and RESPONDENT accepted the LETTER OF REPRIMAND.

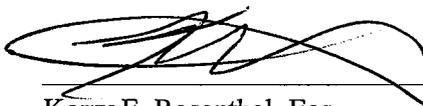
Therefore it is:

ORDERED AND ADJUDGED THAT the Ethics Commission finds the RESPONDENT's plea of no contest, payment of the maximum fine of five hundred dollars (\$500.00) and investigative costs of three hundred forty-two dollars and fifty cents (\$342.50), and acceptance of a LETTER OF REPRIMAND full satisfaction of the COMPLAINT.

DONE AND ORDERED by the Miami-Dade County Commission on Ethics & Public Trust in public session on January 31, 2008.

MIAMI-DADE COUNTY COMMISSION ON
ETHICS & PUBLIC TRUST

By:



Kerry E. Rosenthal, Esq.
Chairman

MIAMI-DADE COUNTY COMMISSION ON
ETHICS AND PUBLIC TRUST

IN RE:

Case No.: C07-34

JOHN F. TIMONEY, Respondent.
_____ /

SETTLEMENT AGREEMENT

Pursuant to section 5.13 of the Miami-Dade County Commission on Ethics and Public Trust Rules of Procedure, Respondent does hereby enter into this settlement in full satisfaction of the above captioned matter based upon the following terms and conditions:

1. Respondent, JOHN F. TIMONEY, believes it to be in the best interest of all parties involved to avoid the expense and time of litigating this matter and to resolve the differences between Respondent and Petitioner. As outlined in Respondent's Letter of Explanation accompanying this agreement, which is incorporated by reference herein and made a part hereof, Respondent disagrees with, denies, and refutes the conclusions in the probable cause memorandum and Complaint. Nevertheless, he agrees to **Not-Contest** the allegation contained in Count I of Ethics Complaint number C07-34.

2. Respondent asserts that at all pertinent times, his conduct in this matter was in good faith. (See attached Letter of Explanation).

3. Respondent agrees to pay ^{the maximum} a fine of \$500.00 to the Miami-Dade County Commission on Ethics and Public Trust and reimburse the Commission for investigative costs of \$342.50. Further, Respondent agrees to accept a Letter of Reprimand for not filing a gift disclosure form, in full satisfaction of the one count Complaint. (MPH)

4. Respondent understands and agrees that failure by Respondent to pay all monies due, as outlined in Paragraph 2 above, may result in garnishment or other appropriate processes or proceedings to enforce the recovery of a judgment as governed by the Florida Rules of Civil Procedure.

5. Failure by Respondent to fulfill and abide by his obligation under this agreed Settlement Order may also result in contempt proceedings against Respondent.

6. This agreement, consisting of three (3) pages together with the incorporated Letter of Explanation consisting of three (3) additional pages, embodies the entire agreement of the parties respecting the subject matter herein. This instrument supersedes any and all previous communications, representations or agreements, either verbal or written between the parties.

7. By signing this Agreement, Respondent acknowledges that he is doing so freely, voluntarily and without duress; that he is competent to enter this Agreement; that he has fully and completely read and understood the terms and conditions of the Agreement and has either had the opportunity to discuss these terms with legal counsel or has freely and voluntarily chosen to proceed without legal representation and that if anyone is signing this Agreement on Respondent's behalf or in a representative capacity, that they are duly authorized and have full authority to execute this Agreement.

8. This Agreement shall not constitute or be construed to be an admission of the truth or correctness of the asserted claims, and under no circumstances shall this Agreement be construed as an admission of liability or violation of any Federal, State, or

City laws or ordinances; nor shall it be construed as a violation of any City of Miami administrative rule.

9. Respondent agrees that settlement of this action in the manner described above is just and in the best interests of Respondent and the citizens of Miami-Dade County and the City of Miami.

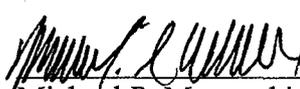
10. Should this Settlement Agreement not be accepted by the Miami-Dade Commission on Ethics and Public Trust, evidence of this offer of compromise and settlement is inadmissible to prove any of the matters alleged in the Complaint.

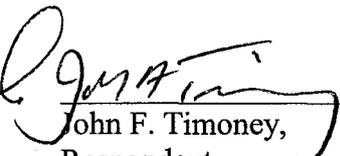
DONE and ORDERED at Miami-Dade County, Florida this 31st day of

JANUARY, 2008.

By:


Kerry E. Rosenthal,
Chairperson


Michael P. Murawski,
Advocate


John F. Timoney,
Respondent