



CLERK OF THE BOARD

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MIAMI-DADE COUNTY, FLA.
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**MIAMI-DADE
COMMISSION ON ETHICS & PUBLIC TRUST**

**In re:
Andre Pierre**

C 12-35

PUBLIC REPORT AND FINAL ORDER

The Ethics Advocate, filed the above-referenced complaint against Andre Pierre, the former Mayor of the City of North Miami.¹

On November 14, 2013, in open session, the Advocate recommended the Commission approve the attached negotiated settlement.

The Ethics Commission voted unanimously to accept Mr. Pierre's No Contest plea to Counts I and II of the Superseding complaint (soliciting a gift and failure to report the gift).

Therefore it is:

ORDERED AND ADJUDGED that COMPLAINT C 12-35 is hereby concluded.

DONE AND ORDERED by the Miami-Dade County Commission on Ethics & Public Trust in public session on December 12, 2013.

MIAMI-DADE COUNTY COMMISSION ON ETHICS & PUBLIC
TRUST

By:


Charlton Copeland
Chair

Signed on this date: 12/12/2013

¹ The original complaint charged one count of a violation of Section 2-11.1(g) of the Miami-Dade County Conflict of Interest and Code of Ethics ordinance. Pursuant to the negotiated settlement of the case, a Superseding Complaint was filed charging violations of Section 2-11.1 (e) of the Ethics Code.

MIAMI-DADE COUNTY COMMISSION ON
ETHICS AND PUBLIC TRUST

IN RE:

ANDRE PIERRE

CASE NO: C12-03

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2013 DEC 20 AM 11:04
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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 agreement in full satisfaction of the above captioned matter based upon the following terms and conditions:

1. Respondent, Andre Pierre, believes it to be in his best interest and the best interest of all parties involved to avoid the expense and time of litigating this matter any further. Respondent is no longer an elected official, having fully completed his tenure as North Miami Mayor. The parties agree and stipulate the conduct at issue in this matter involves only Respondent's status as a public official, and did not implicate his professional or personal status whatsoever. While disputing the allegations in this case, Respondent nonetheless agrees as follows:
2. Respondent agrees Not to Contest the allegations in Counts I and II of Superseding Ethics Complaint C12-35, while continuing to assert his lack of culpability as he has throughout the course of this matter. With regard to Count I, Respondent agrees to accept a Letter of Instruction and pay investigative costs in the amount of \$4,634.70 to the Miami-Dade County Commission on Ethics and Public Trust. The parties agree that at all times pertinent to the Superseding Ethics Complaint, Respondent was not acting in any professional capacity as a lawyer and did not take any action in connection with the matters raised in the Superseding Ethics Complaint as a lawyer or member of The Florida Bar.
3. Respondent will pay a minimum of \$250.00 of the costs at the time this settlement agreement is ratified, the remaining \$4,384.70 may be paid in monthly installments of no less than \$100.00

beginning on the first day of December 2013 following the ratification of this agreement and continuing every month thereafter until paid in full.

4. With regard to Count II, Respondent agrees to pay a fine of \$500 to the Miami-Dade County Commission on Ethics and Public Trust Respondent also agrees to reimburse the City of North Miami in the amount of \$2,181.72. Said fine and reimbursement amount to be paid in the same manner described in paragraph (3) above until the full amounts are paid. Said payments to be made to the Ethics Commission who will, in turn, forward them to the City; fines and costs due will first be collected prior to the reimbursement amount. Respondent will provide a credit card number or numbers to the Ethics Commission and, in the event that Respondent's \$100 monthly payment is not received by the Ethics Commission by the 15th of each month, Respondent specifically authorizes the Ethics Commission to charge said payment to the credit card(s). Respondent specifically agrees not to cancel the credit card number(s) provided to the Ethics Commission without written permission from the Ethics Commission and providing new, valid credit card number(s) or other source of payment. Respondent may pay the entire amount due at any time.
5. Any requests for extensions of time to make payments of costs or restitution as outlined above shall be made by Respondent in writing and may be granted by the Ethics Commission for good cause as deemed by the Commission.
6. Respondent understands and agrees that the above fine, costs and reimbursement are to be paid as outlined in paragraphs 2, 3 and 4 above. Failure by Respondent to pay all monies due, as outlined 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.
7. Respondent further agrees that should the Ethics Commission find it necessary to pursue legal action against Respondent for non-payment of the above fines, costs and reimbursements, Respondent will be responsible for all court costs incurred by the Ethics Commission as well as the costs of any collection agency or attorney utilized to recover on the judgment.

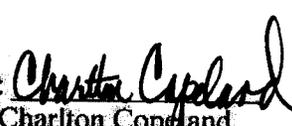
8. Failure by respondent to fulfill and abide by his obligation under this Agreed Settlement Order may also result in contempt proceedings against Respondent.

9. This agreement, consisting of three (3) pages, embodies the entire agreement of the parties respecting the subject matter herein. There are no promises, terms, conditions or obligations other than those contained herein. This instrument supercedes any and all previous communications, representations or agreements, either verbal or written between the parties.

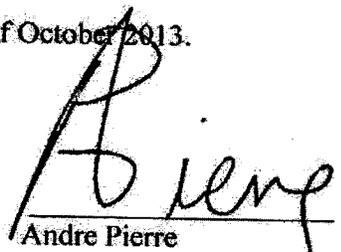
10. By signing this agreement, Respondent acknowledges that he is doing so freely, voluntarily and without duress; that he does not agree to the allegations in the Amended Ethics Complaint C12-35, and continues to dispute the allegations; that he is competent to enter this agreement; that he has fully 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.

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

Done and Ordered at Miami-Dade County, Florida this 15th day of October 2013.

By: 
Charlton Copeland
Chairperson


Michael P. Murawski
Advocate


Andre Pierre
Respondent



LETTER OF INSTRUCTION

To: Andre Pierre

From: Miami-Dade County Commission on Ethics and Public Trust

Re: Ethics Complaint C12-35

Date: December 12, 2013

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An ethics complaint was filed against Andre Pierre, the former Mayor of North Miami for violating Section 2-11.1(e), entitled “Gifts”, of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance.

On November 14, 2013, the Miami-Dade County Commission on Ethics and Public Trust accepted Mr. Pierre’s No Contest plea to violating two (2) counts of 2-11.1 (e). Pursuant to the negotiated settlement of the case, Mr. Pierre agreed to pay a fine, costs and restitution and accept a Letter of Instruction.

WHEREFORE, the Commission on Ethics and Public Trust issues this Letter of Instruction:

Section 2-11.1(e) (3) of the Miami-Dade County Conflict of Interest and Ethics Code, entitled “Gifts”, states, in pertinent part:

“A person described in Subsection (b) (1) through (6) shall neither solicit nor demand any gift...”
A “gift” is defined as anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise or in any other form without adequate and lawful consideration.

Section 2-11.1 (e) (4) of the Code, entitled “Disclosure”, states, in pertinent part:
“Any person included in the term defined in Subsection (b) (1) through (6) shall disclose as provided herein any gift or series of gifts from any one person or entity, having a value in excess of one hundred dollars (\$100.00).

According to the (now former) Director of Parks and Recreation of the City of North Miami, Jeff Geimer, the North Miami Stadium is and always has been a City-owned, rental facility. The City had adopted a formal policy concerning what groups would be eligible for fee waivers for use of the facility which limited free usage to one (1) time per year.

Mr. Pierre admitted that he spoke to the North Miami City Manager at the time, Russell Benford, and asked about using the stadium on Fridays or Saturdays, if it was not already being rented by any other groups. Mr. Pierre knew of the City policy and that the facility was ordinarily a rental facility for which a fee for use was charged. However, neither Mr. Pierre nor any of the individuals who played soccer with him at the stadium ever paid the rental fee or sought a waiver for the use of the field.

By soliciting free use of the North Miami Stadium Mr. Pierre violated the prohibition on soliciting a gift. The use of the stadium constituted something of economic value for which Mr. Pierre did not provide any consideration.

City records show that the stadium was reserved in Mr. Pierre's name or in the name of the North Miami Taxpayers Soccer Club- the group he played with on occasion - over one hundred times during the time span between October 10, 2009 and April 13, 2010 and continuing again from on or about and between July 2010 to approximately January 2012.

Having solicited and accepted the gift, Mr. Pierre was then obligated under Section 2-11.1 (e) to file a gift disclosure on those occasions when he used the Soccer Stadium, which he failed to do.

This Letter of Instruction is issued to remind Mr. Pierre, who is no longer a public official, and all public servants of their continuous duties, obligations and responsibilities under the Conflict of Interest and Code of Ethics. Public servants must be mindful of the restrictions placed on them concerning the solicitation of gifts and their obligations to report gifts received. Moreover, the improper act of an elected official soliciting and accepting a gift for his own benefit and the benefit of his friends creates an appearance of impropriety that shakes the public's trust in their elected officials.

Mr. Pierre's actions resulted not only in violations of the Miami-Dade County Conflict of Interest and Code of Ethics, but also in a financial loss to his City.

We hope that Mr. Pierre, as well as all elected officials and government employees, will take this Letter of Instruction to heart in all their future endeavors in public service.