



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

CLERK OF THE BOARD  
2014 MAR 31 PM 12:01  
CLERK, CIRCUIT & COUNTY OF  
MIAMI-DADE COUNTY, FLA.  
#1

**In re:**

**C 13-41**

**Josh Liebman**  
\_\_\_\_\_ /

**PUBLIC REPORT AND FINAL ORDER**

The Ethics Commission Advocate filed a complaint against Respondent, City of South Miami Vice-Mayor Josh Liebman for allegedly violating the Miami-Dade County Ethics Code at Sec. 2-11.1 (g). Subsequently, the Advocate filed a Superseding complaint eliminating the 2-11.1 (g) charge and instead charging one count of violating Section 8A-3, Use of Public Property, of the City of South Miami Conflict of Interest and Code of Ethics.

Liebman endorsed a candidate, Donna Shelley, for City commission while on the dais during an October 15, 2013 City commission meeting. The meeting was televised and web streamed on City equipment and is re-broadcast on several occasions giving essentially "free advertising" to Shelley.

On March 13, 2014, the Ethics Commission accepted Liebman's Stipulation to Probable Cause and No Contest plea to violating Section 8A-3 of the City's Conflict of Interest and Ethics ordinance. Liebman agreed to pay a fine of \$250.00 and investigative costs of \$500.00 and accept a Letter of Instruction.

Wherefore it is:

**ORDERED AND ADJUDGED** that respondent is found to be in violation of Section 8A-3 of the City of South Miami Conflict of Interest and Code of Ethics and COMPLAINT C 13-41 is hereby concluded.

**DONE AND ORDERED** by the Miami-Dade County Commission on Ethics & Public Trust in public session on March 13, 2014.

MIAMI-DADE COUNTY COMMISSION ON ETHICS  
& PUBLIC TRUST

By:



Nelson Bellido  
Chair

Signed on this date: 3/17/2014

2014 MAR 31 PM 12: 01

CLERK, CIRCUIT & COUNTY CTY  
MIAMI-DADE COUNTY, FLA.  
#1

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

IN RE:

Superseding Complaint  
CASE NO: C13-41

JOSH LIBBMAN

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**STIPULATION TO PROBABLE CAUSE AND SETTLEMENT AGREEMENT**

1. Respondent, Josh Liebman, does hereby stipulate and agree that the allegations enumerated in the above referenced Ethics Complaint regarding section 8A-3 of the City of South Miami Conflict of Interest and Code of Ethics Ordinance are supported by probable cause.
2. Respondent specifically waives any hearing or proceeding he may otherwise be entitled to before the Ethics Commission for the purpose of having a probable cause determination made in the above matter.
3. Respondent understands and agrees that a stipulation to probable cause in this matter in no way constitutes an admission to any of the material allegations made in the Ethics Complaint.
4. 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:
5. Respondent believes it to be in his best interest and 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. Respondent agrees to enter a plea of No-Contest to the allegation contained in Count One of Superseding Ethics complaint number C13-41.
6. Respondent agrees to pay a fine of \$250.00 and costs of \$500.00 to the Miami-Dade County Commission on Ethics and Public Trust and accept a Letter of Instruction in full satisfaction of Count One. Respondent shall have 30 days from the date this agreement is ratified by the Ethics Commission to make said payments.



7. Respondent understands and agrees that failure by him to pay all monies due, as outlined in paragraph 7 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.

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 two (2) 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 is competent to enter this agreement; that he has fully and completely read and understood the terms and conditions of the agreement and has had the opportunity to discuss these terms with legal counsel 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. Further, Respondent understands that he is entering a plea of No Contest to a violation of section 8A-3(b) of the Conflict of Interest and Code of Ethics of the City of South Miami and understands that the Ethics Commission is finding him to be in violation of section 8A-3(b) of the Conflict of Interest and Code of Ethics of the City of South Miami

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

Done and Ordered at Miami-Dade County, Florida this 13<sup>th</sup> day of March 2014.

By: \_\_\_\_\_

Nelson Bellido  
Chairperson

Michael P. Murawski  
Advocate

Josh Liebman  
Respondent