

CLERK OF THE BOARD

2019 MAR 22 PM 12:55

CLERK, CIRCUIT & COUNTY CTS
MIAMI-DADE COUNTY, FLA.

#1
Christopher Sirkis



FILE COPY

C 16-31

PUBLIC REPORT AND FINAL ORDER

Complainant Jose Felix Diaz filed a complaint against Christopher Sirkis (Sirkis) for violating Section 2-11.1(s) of the Miami-Dade County Conflict of Interest and Code of Ethics ordinance (Ethics Code) entitled "Lobbying" and Section 2-11.1(t) of the Ethics Code entitled "Cone of Silence."

Sirkis stipulated to a finding of Probable Cause and agreed to plead No Contest to Counts 1,2,3,9 and 10 of the Complaint, to wit: Three Counts of Unregistered Lobbying and Two Counts of Cone of Silence violations resulting from CBW 9827-3/21, a County solicitation for the purchase of Four (4) Fire Rescue Helicopters and the Lease/Purchase of Four (4) Replacement Helicopters for Fire Rescue. The settlement provides for Sirkis to: pay a fine of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00); costs of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00); and, accept a Letter of Reprimand.

On March 13, 2019, the Ethics Commission accepted the Stipulation and Settlement Agreement and ordered the payment of the fine and costs in accordance with the Settlement Agreement and ordered a Letter of Reprimand to be issued to Sirkis.

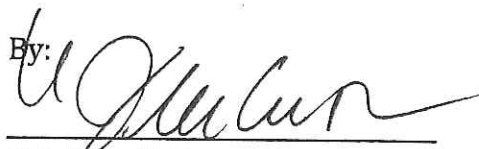
WHEREFORE it is:

ORDERED AND ADJUDGED that COMPLAINT C16-31 against Christopher Sirkis is concluded.

DONE AND ORDERED by the Miami-Dade County Commission on Ethics & Public Trust in public session on this 13th day of March 2019.

MIAMI-DADE COUNTY COMMISSION ON ETHICS
& PUBLIC TRUST

By:


H. Jeffrey Cutler

Chairman

Signed on : 03-19-2019

Cc: Ramon de la Cabada, Esq., Attorney for Respondent

FILE 100



MIAMI-DADE COMMISSION ON ETHICS AND PUBLIC TRUST


IN RE:

COMPLAINT # C 16-31

CHRISTOPHER SIRKIS
Respondent

STIPULATION TO PROBABLE CAUSE

1. Respondent, CHRISTOPHER SIRKIS, does hereby stipulate and agree that the allegations enumerated in the above referenced Ethics Complaint regarding Counts 1,2,3,9 and 10 of the Ethics Complaint 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. Respondent specifically waives a hearing to determine probable cause.


Christopher Sirkis,
Respondent

3.10.18
Date

CF
RC

RdC

Ramon de la Cabada, Esq.
Attorney for Respondent

3/11/19
Date

M. Murawski

Michael Murawski
Advocate

H. Jeffrey Cutler

H. Jeffrey Cutler
CHAIRPERSON Commission on
Ethics and Public Trust

Martha D. Perez

Martha D. Perez
Staff Attorney

CR
RS



MIAMI-DADE COUNTY COMMISSION ON ETHICS & PUBLIC TRUST

IN RE

Christopher Sirkis
Respondent

CASE NO. C 16-31

SETTLEMENT AGREEMENT

COMES NOW, Petitioner and Respondent, CHRISTOPHER SIRKIS, pursuant to Section 5.14 of the Miami-Dade County Commission on Ethics and Public Trust Rules of Procedure, and hereby enter into this settlement in full satisfaction of the above captioned matter based upon the following terms and conditions:

1. Respondent, CHRISTOPHER SIRKIS, believes it to be in his best interest and the best interest of all the parties involved to avoid the expense and time of litigation in this matter and desires to resolve the differences between Respondent and Petitioner. Accordingly, Respondent agrees Not to Contest the allegations contained in COUNTS 1, 2, 3, 9 and 10 of Ethics Complaint C16-31.

2. Pursuant to this agreement, the Ethics Commission will dismiss COUNTS 4 through 8 and 11 through 21 contained in Ethics Complaint C16-31.

3. Respondent understands and acknowledges that the Ethics Commission does NOT accept cash in any form as payment for the above mentioned fine and that the fine can only be paid in a commercially reasonable manner either by personal check, cashier's check or MasterCard or Visa credit cards. Failure to pay the fine or attempt to pay the fine in any

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other manner than as prescribed shall result in contempt proceedings being brought against Respondent.

4. Respondent agrees to pay the sum of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00). Said fine may be paid in ten (10) monthly installments of \$450.00 beginning sixty (60) days after the ratification of this Agreement and continuing for ten (10) successive months until the amount is paid in full.

5. Additionally, Respondent agrees to pay One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) in investigative costs, within sixty (60) days of the signing of this order.

6. Respondent agrees to make himself available at any time after the execution of this Settlement Order to provide truthful testimony regarding any investigation or other proceedings arising out of the solicitation subject of this complaint, to wit: CBW 9827-3/21.

7. Pursuant to this agreement, Respondent also will accept a Letter of Reprimand from the Ethics Commission.

8. Petitioner and Respondent agree that this Settlement Agreement concludes any lobbying and/or code of silence violations which may have been committed by Respondent as enumerated in this complaint (C 16-31) or that may be discovered thereafter regarding CBW 9827-3/21, to wit: Purchase of four (4) Miami-Dade Fire Rescue helicopters and the Lease/Purchase of four (4) new replacement aircrafts.

9. Respondent agrees not to engage in any lobbying activities regarding any matter in Miami-Dade County after the signing of this Agreement unless he has satisfied all lobbyist registration requirements under Section 2-11.1(s) of the Conflict of Interest and Code of Ethics Ordinance entitled, *Lobbying*.



10. Failure by the Respondent to fulfill and abide by his obligations under the Settlement Agreement may result in contempt proceedings against the Respondent.

11. 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 agreement supersedes all previous communications, representations, and agreement either verbal or written between the parties.


12. By signing this agreement, Respondent acknowledges that he is doing so freely, voluntarily and without duress; that he is competent to enter this agreement; and that he has fully and completely read and understands the terms and conditions of the agreement.

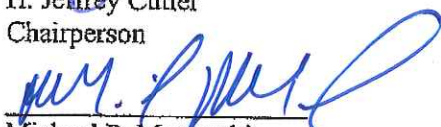
13. Petitioner and Respondent agree that settlement of this action in the manner described above is just and in the best interest of the Respondent and the citizens of Miami-Dade County.

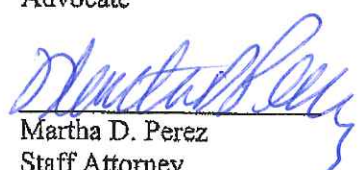
14. Should the Miami-Dade County Commission on Ethics and Public Trust reject this agreement; evidence of this offer of compromise and settlement is inadmissible to prove any of the allegations alleged.

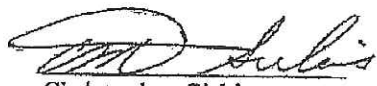
DONE and ORDERED in Miami-Dade County, Florida this 13th day of March 2019.


By:


H. Jeffrey Cutler
Chairperson


Michael P. Murawski
Advocate


Martha D. Perez
Staff Attorney


Christopher Sirkis
Respondent


Ramon de la Cabada, Esq.
Attorney for Respondent



