



IN RE:

CASE NO. C18-28-07

Michael Etienne

SETTLEMENT AGREEMENT

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

1. Respondent, MICHAEL ETIENNE, believes it to be in his best interest and the best interest of all of the parties involved to avoid the expense and time of litigation in this matter. Accordingly, Respondent agrees Not to Contest the allegations contained in Ethics Complaint No. C18-28-07 concerning section 2-11.1(g) of the Miami-Dade County Conflict of Interest and Code of Ethics ordinance, specifically, Count I and Count V.

2. Respondent agrees with respect to Count I to pay a fine of \$500.00 and investigative costs in the amount of \$500.00. Respondent agrees with respect to Count V to accept a Letter of Reprimand and to pay restitution to the City of North Miami in the amount of \$ 2,155.66.

3. Respondent understands and agrees that pursuant to this negotiated settlement Counts II, III and IV will be dismissed.

Etienne C18-28-07

4. Respondent understands that failure to fulfill and abide by his obligation under this Agreed Settlement Order may result in contempt proceedings against Respondent.

5. 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 any and all previous communications, representations, and agreement either verbal or written between the parties.

6. 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 consulted with an attorney or has freely chosen to proceed without legal representation and has fully and completely read and understands the terms and conditions of the agreement.

6. Respondent also understands that by this agreement, the Ethics Commission is finding that he violated section 2-11.1(g) of the Conflict of Interest and Code of Ethics ordinance.

7. Petitioner and Respondent agree that settlement of this action in the manner described above is just and in the best interest of the Respondent, the City of North Miami and Miami-Dade County.

8. Should the Ethics Commission reject this agreement, evidence of this offer of compromise and settlement is inadmissible to prove any of the allegations alleged.

9. Respondent understands and agrees that the above fine, costs and restitution are to be paid as outlined in paragraph 2 above. Failure by Respondent to pay all monies due, within 180 days of the ratification of this agreement by the Ethics Commission 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.

10. Respondent is aware that the above fine and costs must be paid in a commercially reasonable manner and that the Ethics Commission does not accept payment in cash in any form. The fine, costs and restitution must be paid by check, money order or credit card.

11. Respondent further agrees that should the Ethics Commission find it necessary to pursue legal action against Respondent for non-payment of the above fine, costs and restitution 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.

Done and Ordered in Miami-Dade County, Florida this 15th day of August, 2018

By: 
Jeffrey Cutler
Chairperson


Michael Murawski
Advocate


Michael Etienne
Respondent