

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

IN RE:

COMPLAINT # C19-42-10
Second Amended

Rafael Garcia-Toledo
_____ /

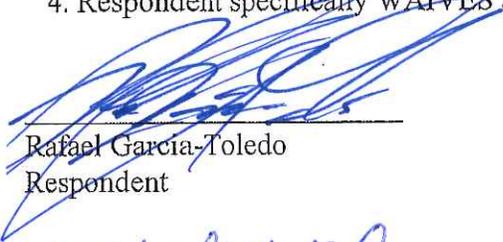
STIPULATION TO PROBABLE CAUSE

1. Respondent, Rafael Garcia-Toledo, does hereby stipulate and agree that the allegation enumerated in the above referenced Ethics Complaint regarding section 2-11.1 (s)(2) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance is supported by probable cause.¹

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.



Rafael Garcia-Toledo
Respondent

11/7/2019
Date



Michael Murawski
Advocate

vice me 

CHAIRPERSON, Commission on
Ethics and Public Trust

12-11-19

¹ Respondent has been properly registered as a lobbyist since 2002 through 2018. He was properly registered as recently as 2018 and current in any payments owed for lobbyist registration and in compliance with the requirement to complete the biannual lobbying course. However, Respondent failed to timely file the form to renew his lobbyist registration. Respondent maintains that his failure to submit the renewal was unintentional and promptly filed the renewal subsequently. Nevertheless, as a result of the missing form, Respondent was not properly registered as a lobbyist during the time he was lobbying Commissioner Edmonson.



IN RE:

Rafael Garcia-Toledo

CASE NO. C19-42-10
Amended

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, RAFAEL GARCIA-TOLEDO, 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. Accordingly, Respondent agrees Not to Contest the allegation contained in Amended Ethics Complaint No. C19-42-10 concerning Section 2-11.1(s)(2) of the Miami-Dade County Conflict of Interest and Code of Ethics ordinance.
2. Respondent has been properly registered as a lobbyist since 2002 through 2018. He was properly registered as recently as 2018 and current in any payments owed for lobbyist registration and in compliance with the requirement to complete the biannual lobbying course.
3. However, Respondent failed to timely file the form to renew his lobbyist registration. Respondent maintains that his failure to submit the renewal was unintentional and promptly filed the renewal subsequently. Nevertheless, as a result of the missing form, Respondent was not properly registered as a lobbyist during the time he was lobbying Commissioner Edmonson.
4. Pursuant to this agreement, Respondent agrees to pay Five Hundred and 00/100 Dollars (\$500.00) in investigative costs no later than ten (10) days after this agreement is ratified by the Ethics Commission and accept a Letter of Instruction in full satisfaction of amended complaint C19-42-10.

Garcia-Toledo C19-42-10

5. Respondent understands and agrees that failure by him 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.

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

7. Respondent understands and acknowledges that the Ethics Commission does **not** accept cash in any form as payment for the above-mentioned costs and that the costs 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 costs or attempt to pay in any other manner than as prescribed shall result in contempt proceedings being brought against Respondent.

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

9. 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.

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

11. 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 Miami-Dade County.

12. Should the Ethics Commission 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 7th day of, 2019 month

By Lauren P. Stoy
Ethics Commission
Chairperson 12-11-19

Michael Murawski
Michael Murawski
Advocate

Rafael Garcia-Toledo
Rafael Garcia-Toledo
Respondent

*Miami
Dade*