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MIAMI-DADE COUNTY
COMMISSION ON ETHICS & PUBLIC TRUST

In re: Raul Cruz
_____ /

Case No: 07-10

PUBLIC REPORT AND ORDER ACCEPTING SETTLEMENT AGREEMENT

The Advocate filed the above-captioned complaint against Raul Cruz ("Respondent") for alleged violation of Section 2-11.1(g) (exploitation of official position) and Section 2-11.1 (l) (prohibited investments). The five-count complaint alleges the Respondent used his official position to benefit a company in which he had a financial interest.

The Respondent is a Road Construction Engineer/Construction Manager for the Department of Public Works. As Construction Manager, the Respondent is responsible for monitoring the work of consultants and contractors engaged in construction activities for the department. During the period covered by the complaint, the Respondent supervised the activities of Metro Express and F& L Construction Company. The owner of F& L Construction currently operates Batista Development.

The Respondent's wife and father-in-law operate R.A.&I Construction, Inc. ("RAI") Until 2006, the Respondent's father-in-law was President of the corporation, the Respondent was Vice-President of the corporation and the Respondent's wife was Secretary of the corporation.

In early 2005, the Respondent used Metro Express as a reference for RAI Construction. RAI was bidding on a Florida Department of Transportation project in Broward. RAI had never done any work for Metro Express. The Respondent also used Batista Development as a reference for the Broward County project. RAI had never done any work for Batista Development.

On May 17, 2007, the Ethics Commission found the complaint legally sufficient and granted the Respondent's Motion for Continuance of the probable cause hearing. On June 26, 2007, the Respondent stipulated to probable cause. Thereafter, the Advocate presented a proposed settlement wherein the Advocate dismissed Counts 1 and 2 and the Respondent pled no contest to Counts 3, 4 and 5. The Respondent also agreed to pay a fine of twelve hundred and fifty dollars and restitution in the amount of two hundred eighty-nine dollars and sixty-nine cents.

Upon review of the pleadings and the proposed settlement and finding the settlement agreement in the best

interest of Miami-Dade County, the Ethics Commission
accepted the proposed settlement agreement.

DONE AND ORDERED by the Commission on Ethics and
Public Trust in public session on June 26, 2007.

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

By: 

Kerry Rosenthal
Chairperson

cc: Attorney for Respondent



IN RE: CASE NO.

RAUL CRUZ,

_____ /

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

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CLERK OF CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

SETTLEMENT ORDER

Pursuant to section 5.13 of the Miami-Dade County Commission on Ethics and Public Trust 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, RAUL CRUZ, believes it to be in his best interest to resolve Complaint C07-10. Accordingly, Respondent agrees not to contest the allegations in Counts 3, 4 and 5 of the complaint.
2. Pursuant to this agreement, Respondent agrees to pay a fine of \$1250.00, as prescribed in Section 2-11.1(bb)(1) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance (the Code), to the Miami-Dade County Commission on Ethics and Public Trust.
3. Respondent further agrees to pay restitution in the amount of \$289.96, as prescribed by Section 2-11.1(bb)(1) of the Code.
4. Respondent understands and agrees that failure by Respondent to pay all monies due, as outline in paragraphs 2 and 3 above, may result in garnishment or other appropriate process or proceedings to enforce the recovery of the judgment as governed by the Florida Rules of Civil Procedure.

5. Failure by the Respondent to fulfill and abide by his obligation under the agreed Settlement Order may result in contempt proceedings against the Respondent.

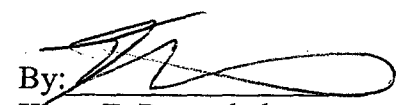
6. This agreement, consisting of two (2) pages, embodies the entire agreement of the parties respecting the subject matter herein. There are no promises, terms, conditions or obligations other than those contained herein. This agreement supersedes any and all previous communications, representations, and agreement either verbal or written between the parties.

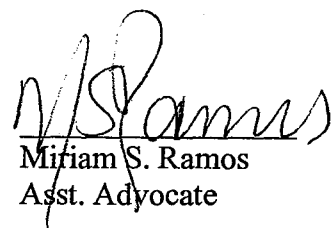
7. By signing this agreement, Respondent acknowledges that he is doing so freely, voluntarily and without duress; that he is competent to enter this agreement; and that he has fully and completely read and understands the terms and conditions of the agreement.

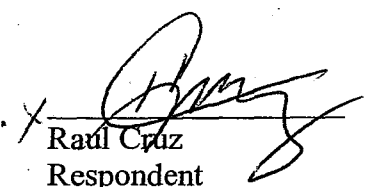
8. Petitioner and Respondent agree that settlement of this action in the manner described above is just and in the best interest of the Respondent and the citizens of Miami-Dade County.

9. 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 26th JUNE day of April 2007.

By: 
Kerry E. Rosenthal
Chairperson


Miriam S. Ramos
Asst. Advocate


Raul Cruz
Respondent