

MIAMI-DADE COUNTY COMMISSION ON ETHICS & PUBLIC TRUST

In re:

CASE NO. C11-030

James Mesidor

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, JAMES MESIDOR, 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 and desires to resolve the differences between Respondent and Petitioner. Accordingly, Respondent agrees not to contest the allegations contained in Count 3 of Ethics Complaint No. 11-030. In exchange, the Ethics Commission agrees to dismiss Counts 1 and 2 of said Complaint.

2. Pursuant to this agreement, Respondent agrees to pay a fine of \$500.00 fine as prescribed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance.

3. Respondent further agrees to pay restitution in the amount of \$1,688.84.

4. Respondent agrees to pay \$400 per month from January 2012 through May 2012 and the remaining \$188.84 in June 2012.

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5. Failure by the Respondent to fulfill and abide by his obligations 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 and the City of North Miami.

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 2T day of November 2011.

Dawn Addy Chairperson

Miriam S. Ramos Deputy Advocate

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