

## Palm Beach County Commission on Ethics

In Re:	Robert Margolis, Respondent	Case No.: C13-001

## **Negotiated Settlement**

Pursuant to section 2-260.3 of the Palm Beach County Commission on Ethics Ordinance, the Commission *may enter into such stipulations and settlements as it finds to be just and in the best interest of the citizens of the county*. Commission on Ethics Rules of Procedure 6.16 permits the COE Advocate to enter into settlement negotiations and present proposed agreements to the Commission for consideration and approval. Advocate and Respondent do hereby submit the following settlement agreement in the above captioned matter based upon the following terms and conditions:

- Respondent, Robert Saul Margolis, believes it to be in his best interest to avoid the expense and time of litigation in
  this matter and desires to resolve the issues contained in the probable cause finding by the Commission. Accordingly,
  Respondent accepts a letter of instruction regarding the allegation that he accepted a prohibited gift in excess of
  \$100 from a principal or employer of a lobbyist who lobbied the Village of Wellington.
- 2. Pursuant to this Proposed Settlement Agreement, the Commission on Ethics, having found on May 2, 2013 that probable cause exists to believe that Respondent violated Article VIII, §2-444(a) and §2-444(e) of the Palm Beach County Code of Ethics, agrees to dismiss this matter and issue a Letter of Instruction, believing that the public interest would not be served by proceeding further and that the alleged violation was inadvertent and unintentional.
- 3. This Proposed Settlement Agreement embodies the entire agreement of the parties respecting the subject matter herein. There are no promises, terms, conditions or obligations other than those contained in this Proposed Settlement Agreement.
- 4. This Proposed Settlement Agreement supersedes any and all previous communications, representations, and offers, either verbal or written, between the Advocate and Respondent. By signing this document, Respondent acknowledges that he is doing so freely, voluntarily and without duress; that he is competent to enter this agreement; that he has been given the opportunity to review this Proposed Settlement Agreement with an attorney; and that he has fully and completely read and understands the terms and conditions herein.
- 5. Advocate and Respondent agree that settlement of his action in the manner described above is just and in the best interests of the Respondent and the citizens of Palm Beach County.
- 6. Evidence of this offer of compromise and settlement is not admissible to prove any of the allegations alleged; nor does it constitute an admission with respect to any other complaint or proceeding initiated by or pending before any other administrative or judicial body or venue.

7. Respondent understands and a	agrees that <b>NO OFFER I</b> S	S FINAL UNTIL ACCEPTED BY THE C	OMMISSION ON ETHICS.
Daylor	1/11/2013	World Margols	7/11/2013
Megan C. Rogers, Esquire, Advocate	Date	Robert Margolis, Respondent	Date
		pullen-	2/11/2013
		Mark Heron, Esquire	Date /

Attorney for Respondent