

Palm Beach County Commission on Ethics

Salesia V. Smith-Gordon, Chair Michael S. Kridel, Vice Chair Michael F. Loffredo Carmine A. Priore Clevis Headley

Case No.: C14-010

Executive Director Steven P. Cullen

Commissioners

Negotiated Settlement

In Re: Joshua Wilson,

Respondent

Pursuant to section 2-260(d) of the Palm Beach County Commission on Ethics ordinance, the Palm Beach County Commission on Ethics (COE) 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 Rule of Procedure 6.16 permits the COE Advocate to enter into settlement negotiations and present proposed agreements to the COE 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:

- 1. Based on the findings by the COE and the facts and circumstances as set forth in the attached Letter of Instruction, Respondent admits to violation of §2-444(f) and §2-444(f)(2)(b) of the Palm Beach County Code of Ethics by failing to timely file a required Palm Beach County Gift Form for accepting a non-prohibited gift of lodging valued at \$4,900, as alleged in the Complaint.
- 2. Pursuant to this Proposed Settlement Agreement, if he has not already done so, Respondent agrees to file the required Palm Beach County Gift Form for the gift with COE staff within ten (10) days from the date this agreement is accepted by the COE.
- 3. Respondent understands and agrees that the violation in failing to report the gift as required was unintentional.
- 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 reviewed this Proposed Settlement Agreement with his attorney; and that he has fully and completely read and understands the terms and conditions herein.
- 5. Advocate 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 Palm Beach County.
- 6. Evidence of this offer of compromise and settlement is inadmissible to prove any of the allegations alleged.
- 7. Respondent understands and agrees that NO OFFER IS FINAL UNTIL ACCEPTED BY THE COMMISSION ON ETHICS.

Thomas M. Bates, Esquire Volunteer Advocate

Joshua Wilson.

Respondent

Ralph E. King, III, Esquire Respondent's Representative

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