



Palm Beach County Commission on Ethics

Honesty - Integrity - Character

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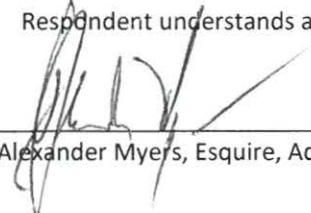
In Re: Desiree Lancaster

C15-026

NEGOTIATED SETTLEMENT

Pursuant to §2-260(d) of the Palm Beach County Commission on Ethics Ordinance (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 at any stage in the proceedings and present proposed agreements to the COE for consideration and approval. Advocate and Respondent do hereby submit the following negotiated settlement in the above captioned matter based upon the following terms and conditions:

1. Respondent, Desiree Lancaster, believes it to be in her best interest to avoid the expense and time of litigation in this matter and desires to resolve the issues contained in the complaint. Accordingly, Respondent admits to violating §2-443(d) of the Palm Beach County Code of Ethics by entering into a contract with her municipal employer and agrees to accept the Letter of Instruction.
2. Respondent understand and agrees that while she, and/or her husband entered into the contracts with her municipal employer intentionally, her violation of §2-443(d) was unintentional.
3. Pursuant to this Negotiated Settlement, the Respondent and the Commission on Ethics agree to a finding that there is probable cause to believe that Respondent violated §2-443(d) of the Palm Beach County Code of Ethics.
4. The Commission believes that the public interest would not be served by proceeding with this complaint and will issue a Letter of Instruction to Respondent and dismiss this matter with no further action taken.
5. This Negotiated Settlement 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 she is doing so freely, voluntarily and without duress; that she is competent to enter this agreement; and that she has fully and completely read and understands the terms and conditions herein.
6. 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.
7. Evidence of this offer of compromise and settlement is inadmissible to prove any of the allegations alleged.
8. Respondent understands and agrees that **NO OFFER IS FINAL UNTIL ACCEPTED BY THE COMMISSION ON ETHICS.**



Alexander Myers, Esquire, Advocate



Date



Desiree Lancaster, Respondent



Date