

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

IN RE: Jorge Gonzalez

ETHICS COMPLAINT

RESPONDENT
_____ /

C 13-013

Petitioner, the Miami-Dade County Commission on Ethics and Public Trust, files this Complaint against JORGE GONZALEZ for violating §2-11.1(e)(4) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance (the Ordinance), entitled *Gifts*, and §38.05(D) of the North Bay Village Code.

STATEMENT OF JURISDICTION

1. The Miami-Dade County Commission on Ethics and Public Trust (COE) has jurisdiction pursuant to § 2-11.1(y) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance (the Ordinance).

BACKGROUND AND FACTS

2. At all times material to this complaint Respondent has been a Commissioner in North Bay Village (NBV).

3. On or about December 10, 2012, Respondent attended the Miami Heat vs. Atlanta Seahawks basketball game at the invitation of Pedro Cheng (Cheng), Vice President of Asia Connect Medial Corporation (Asia Connect).

4. Asia Connect has been involved in presenting real estate investment opportunities in NBV to Turkish investors.

5. Respondent acknowledged that he attended the game at the invitation Cheng who Respondent says he has known for over fourteen (14) years. Respondent explained that Cheng

had been invited by a friend of his.

6. According to legal counsel for the Miami Heat, a ticket like the one Respondent was given has a value between \$110.00 and \$140.00.

THE LAW

7. Pursuant to Section 2-11.1(e)(4) (Gifts) of the Ordinance,

“Any person included in the terms defined in Subsections (b)(1) through (6)¹ shall disclose as provided herein any gift, or series of gifts from any one person or entity, having a value in excess of one hundred dollars (\$100.00)...”

Pursuant to Sec. 38.05(D) of the NBV Code,

“Any person included in the terms defined in subsection 38.02(A)² through (F) shall disclose any gift, or series of gifts, received from any one person or entity during the City’s fiscal year, having a value in excess of \$25.00. The disclosure shall be made by filing a copy of the disclosure form required by F.S. Chapter 112 for ‘local officers’ with the City Clerk...”

COUNT 1

8. On or about December 10, 2012, Respondent attended a Miami Heat game with a ticket he was given to a suite that is valued at between \$110 and \$140. Respondent failed to file a Quarterly Gift Disclose Form by March 31, 2013, the end of the following quarter. Thus, Respondent violated Section 2-11.1(e)(4) of the Ordinance. Respondent simultaneously violated Section 38.05 of the NBV Code.

Wherefore, MIRIAM SOLER RAMOS, Deputy General Counsel for the Miami-Dade

1) Sec. 2-11.1 Section (b)(1) includes “commissioners” and defines them as “the Mayor and the members of the Board of County Commissioners as duly constituted from time to time.” Sec. 2-11.1(a) states in pertinent part, “References in this section to County personnel shall therefore be applicable to municipal personnel who serve in comparable capacities to the County personnel referred to.”

2) Sec. 38.02 includes, “(A) The term ‘Commission members’ and ‘City Commission’ shall refer to the Mayor and the members of the City Commission.”

County Commission on Ethics and Public Trust, requests the Miami-Dade County Commission on Ethics and Public Trust to enter an order against respondent, JORGE GONZALEZ, finding him in violation of Section 2-11.1(e)(4) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and ordering the payment of a fine in the amount of \$500.00.

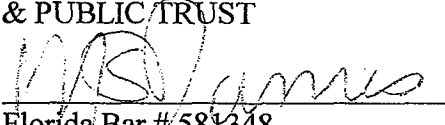
NOTARY AND VERIFIED STATEMENT

(Pursuant to § 2-1074(a)(1), Code of Miami-Dade County)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Personally known to me, and appeared before me, Miriam S. Ramos, being first duly sworn, says that the allegations set forth in this Complaint are based upon facts that have been sworn to as true by a material witness or witnesses and, if true, would constitute the offenses alleged, and that this Complaint is instituted in good faith.

MIRIAM SOLER RAMOS
DEPUTY GENERAL COUNSEL
COMMISSION ON ETHICS
& PUBLIC TRUST



Florida Bar # 581348
Commission on Ethics & Public Trust
19 W. Flagler Street, Suite 820
Miami, Florida 33130
(305) 579-2594

SWORN TO and SUBSCRIBED to before me this 25 day of June, 2013, in Miami-Dade County, Florida.



RODZANDRA SANCHEZ
MY COMMISSION # EE 100836
EXPIRES: June 15, 2015
Bonded Thru Budget Notary Services

NOTARY PUBLIC

My Commission Expires: June 15, 2015

☒ personally known to me

☐ produced identification and type of identification produced _____

MIAMI-DADE COUNTY COMMISSION ON ETHICS & PUBLIC TRUST



PROBABLE CAUSE MEMORANDUM

TO: Commission on Ethics and Public Trust
FROM: Miriam Soler Ramos, Deputy General Counsel
Re: Complaint C13-013 (COE v. Jorge Gonzalez)
DATE: June 25, 2013

Recommendation:

A finding of **Probable Cause** should be entered in the above captioned matter. Probable Cause exists where there are reasonably trustworthy facts and circumstances for the Commission on Ethics and Public Trust (COE) to conclude that Respondent should be charged with violating Section 2-11.1(e)(4), *Gifts* of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance (the Ordinance).

Jurisdiction:

COE has jurisdiction pursuant to Section 2-1068 of the Code of Miami-Dade County (the Code) and Section 2-11.1(y) of the Ordinance. Section 2-1068 states in pertinent part that the jurisdiction of COE shall extend to any person required to comply with County or municipal Ordinances. Section 2-11.1(y) of the Ordinance states in pertinent part that the COE shall be empowered to review, interpret, and enforce the Ordinance and that jurisdiction shall automatically extend to quasi-judicial personnel.

Background:

All at times material to the complaint Respondent was a Commissioner in North Bay Village (NBV).

On December 10, 2012, Respondent attended the Miami Heat vs. Atlanta Seahawks basketball game at the invitation of Pedro Cheng (Cheng) of Asia Connect Media Corporation (Asia Connect). Asia Connect has been involved in presenting real estate investments opportunities in NBV to Turkish investors.

Respondent admits he attended the game on December 10th and explains that he was invited by Cheng who he has known for 14 years. According to legal counsel for the Miami Heat, a ticket like the one Respondent was given has a value between \$110 and \$140.

COUNT ONE

On December 10, 2012, Respondent attended a Miami Heat game with a ticket valued at over \$100 and failed to file a Quarterly Gift Disclosure Form by March 31, 2013, the end of the following quarter. Respondent simultaneously violated Section 38.05 of the NBV Code.

Relevant Ordinance

Section 2-11.1(e)(4), (Gifts) of the Ordinance, states in pertinent part:

“Any person included in the terms defined in Subsections (b)(1) through (6)¹ shall disclose as provided herein any gift, or series of gifts from any one person or entity, having a value in excess of one hundred dollars (\$100.00)...”

Section 38.05 of the NBV Code, states in pertinent part:

“Any person included in the terms defined in subsection 38.02(A)² through (F) shall disclose any gift, or series of gifts, received from

¹) Sec. 2-11.1 Section (b)(1) includes “commissioners” and defines them as “the Mayor and the members of the Board of County Commissioners as duly constituted from time to time.” Sec. 2-11.1(a) states in pertinent part, “References in this section to County personnel shall therefore be applicable to municipal personnel who serve in comparable capacities to the County personnel referred to.”

²) Sec. 38.02 includes, “(A) The term ‘Commission members’ and ‘City Commission’ shall refer to the Mayor and the members of the City Commission.”

any one person or entity during the City's fiscal year, having a value in excess of \$25.00. The disclosure shall be made by filing a copy of the disclosure form required by F.S. Chapter 112 for 'local officers' with the City Clerk..."

Conclusion:

A finding of **Probable Cause** should be entered as there is substantial evidence to prove that Respondent violated §§ 2-11.1(e)(4) of the Ordinance.

MIAMI-DADE COMMISSION ON
ETHICS AND PUBLIC TRUST

IN RE:

COMPLAINT # 13-013

JORGE GONZALEZ

Respondent,
_____ /

STIPULATION TO PROBABLE CAUSE

1. Respondent, JORGE GONZALEZ, does hereby stipulate and agree that PROBABLE CAUSE exists to sustain the allegations enumerated in count ONE of the above referenced Ethics Complaint.

2. Respondent specifically waives any hearing or proceeding he may otherwise be entitled to before the Ethics Commission for the purpose of having a probable cause determination made in the above matter.

3. Respondent understands and agrees that a stipulation to probable cause in this matter in no way constitutes an admission to any of the material allegations made in count one of the Ethics Complaint.

4. Respondent specifically WAIVES a hearing to determine probable cause.



Jorge Gonzalez
Respondent

8/1/2013

Date



MIRIAM S. RAMOS
Deputy General Counsel

CHAIRPERSON, Commission on
Ethics and Public Trust



IN RE:

CASE NO. C13-013

JORGE GONZALEZ

_____ /

SETTLEMENT ORDER

Pursuant to section 5.13 of the Miami-Dade County Commission on Ethics and Public Trust (COE) 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, JORGE GONZALEZ, 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. Accordingly, Respondent does not contest the allegations contained Ethics Complaint No. 13-013.
2. Pursuant to this agreement, Respondent agrees to pay \$100.00 in investigative costs to the Miami-Dade County Commission on Ethics and Public Trust (COE).
3. Respondent agrees to file a Quarterly Gift Disclosure form, disclosing his receipt of a ticket to a suite for the Miami Heat v. Atlanta Seahawks basketball game on December 10, 2012, within 15 days of the ratification of this agreement.
4. In return, the COE will waive the \$500 prescribed fine.
5. Furthermore, Respondent agrees to accept a letter of instruction from the COE.
6. Respondent understands and agrees that failure by Respondent to pay the fees outlined in paragraph 2 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.

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

8. 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.

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

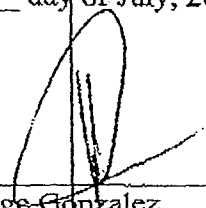
10. Petitioner and Respondent agree that settlement of this action in the manner described above is just and in the best interest of the Respondent and the citizens of North Bay Village.

11. Should the COE 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 _____ day of July, 2013

By: _____
Charlton Copeland
Chairperson


Miriam S. Ramos
Deputy General Counsel


Jorge Gonzalez
Respondent