

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

STATE OF FLORIDA  
*Plaintiff,*

CASE NO: F18-15016A  
JUDGE: SIMON

v.

FRANTZ PIERRE  
*Defendant.*

**PLEA AGREEMENT**

COMES NOW KATHERINE FERNANDEZ RUNDLE, State Attorney for the Eleventh Judicial Circuit of Florida, by and through the undersigned Assistant State Attorney, and pursuant to Florida Rule of Criminal Procedure 3.171, enters into this contract for a plea agreement with the defendant, FRANTZ PIERRE, with the advice of his attorneys, Benedict P. Kuehne, Esquire, and Michael T. Davis, Esquire. The specific terms of this agreement are dependent upon the acceptance by the presiding judge in this case. If these terms are not acceptable to the Court, the entire agreement shall be considered void ab initio and all parties will return to their pre-agreement status. This agreement shall become enforceable against the respective parties after its ratification and acceptance by the Court pursuant to Florida Rule of Criminal Procedure 3.172.

1. The defendant shall plead guilty to one (1) count of Bribery, a felony in the second degree, in violation of section 838.015, Florida Statutes; one (1) count of Unlawful Compensation/Reward for Official Behavior, a felony in the second degree, in violation of section 838.016(1), Florida Statutes; one (1) count of Organized Scheme to Defraud, a felony in the third degree, in violation of section 817.034(4)(A)3, Florida Statutes; one (1) count of Grand Theft, a felony in the third degree, in violation of section 812.014(2)(C), Florida Statutes; and, seven (7) counts of Money Laundering/Unlawful Proceeds/Greater than \$300 but Less than \$20K, a felony in the third degree, in violation of section 896.101(5)(A), Florida Statutes. The defendant's plea of guilty is irrevocable.

2. The defendant understands that, if he were to go to trial and was found guilty of the crimes to which he is pleading in this case, he would face a maximum sentence of seventy-five (75) years in state prison.

3. The defendant understands, acknowledges, and stipulates that sufficient evidence exists for the State of Florida to charge him with the crimes to which he is pleading in this case. Additionally, with regard to the charge of Grand Theft, a felony in the third degree, the defendant understands, acknowledges, and stipulates that sufficient evidence exists for the State of Florida to prove the theft in an amount greater than \$750.00. The defendant further understands, acknowledges, and stipulates that there exists a factual basis to support his plea of guilty in this case.

ASA's Initials

                    

Defendant's Initials

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Judge's Initials

                    

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4. The defendant waives all rights to which he would be entitled if he went to trial, including but not limited to:

- a. The right to persist in a plea of not guilty;
- b. The right to a jury trial;
- c. The right to assistance of counsel during a jury trial;
- d. The right to compel the attendance of witnesses on the defendant's behalf;
- e. The right to confront and cross-examine state witnesses;
- f. The right against self-incrimination;
- g. The right to appeal all matters relating to any judgments.

5. The defendant waives any defects in the charging document.

6. The parties have agreed to the sentence as set forth in this Agreement in consideration of the defendant's current medical condition. Specifically, the defendant is suffering from end stage renal disease that necessitates hemodialysis multiple times per week. Additionally, the defendant needs and is currently seeking organ-transplant surgery.

#### SENTENCING

7. Upon the Court's ratification and acceptance of this Agreement and the defendant's plea of guilty, the parties agree that the court shall adjudicate the defendant guilty on all counts. As to Counts 1 and 2 the defendant shall be sentenced to two (2) years of community control, followed by four (4) years of probation, and, as to Counts 3 through 11 the defendant shall be sentenced to two (2) years of community control, followed by three (3) years of probation. Each sentence on each count shall run concurrent with the sentence imposed on each other count. In summary, the defendant's total sentence shall equal six (6) years. As to all counts the defendant shall complete and/or comply with the following conditions:

- a. The defendant shall be equipped with an electronic monitoring device for the two (2) year duration of his term of community control. The defendant shall pay the costs associated with the electronic monitoring device unless otherwise determined by the Court.
- b. During the two (2) year pendency of community control, the defendant shall not be permitted to leave his house under any conditions unless specifically set forth in this agreement. The defendant shall be permitted to leave his house for medical treatment, with a minimum of two-(2)-day prior notification to his assigned community control officer. In the case of a medical emergency, the defendant need not give prior notification to his assigned community control officer to leave his house for emergency medical treatment, but he must provide documentation of the medical emergency to his assigned community control officer within two (2) days of the medical emergency. The defendant shall be permitted to leave his house for work, including work appointments or meetings, only with the prior approval from his assigned community control officer. The defendant also shall be permitted to leave his house to attend religious services with



the prior approval of his assigned community control officer. The defendant shall provide to his assigned community control officer exactly where and when he will be traveling, or in the case of a medical emergency exactly where and when he travelled.

- c. No other travel during the pendency of community control will be permitted unless by stipulation of an Assistant State Attorney in the Public Corruption Unit of the State Attorney's Office and approval by the Court, or with permission of the Court after hearing from the State Attorney's Office.
- d. As a condition of his community control and probation, the defendant shall pay \$2,000.00 in restitution to the City of North Miami Beach, in joint and several liability with Jacquelin Alexis (the co-defendant, whose case number is F18-15016B). The defendant shall pay the restitution at the minimum rate of \$28.00 per month. The defendant may seek modification of the minimum rate of payment pursuant to subsection "o" of this Agreement.
- e. As a condition of his community control and probation, the defendant shall pay \$5,000.00 to the Miami-Dade State Attorney's Office for cost of investigation. The defendant shall pay the entirety of this amount prior to the first day of the forty-seventh (47th) month of his probationary term.
- f. As a condition of his probation, the defendant shall perform two hundred (200) hours of community service, at a minimum rate of five (5) hours per month, with a non-profit agency or entity that is not registered as or associated with any political campaign, political committee, or any other politically related cause. The defendant may seek modification of the minimum rate of completion pursuant to subsection "o" of this Agreement based on his medical condition at the time of the requested modification.
- g. During the pendency of the two (2) year period of community control and the four (4) year probationary period, the defendant may not seek federal, state, and local elected office of any kind. During this same period, the defendant may not seek or accept appointment to federal, state, and local elected or appointed office of any kind. During this same period, the defendant may not seek or accept election or appointment to any position in a federal, state, and local political party, political campaign, or political committee of any kind.
- i. The defendant shall compose a letter of apology to the community of the City of North Miami Beach. A copy of the written letter of apology shall be delivered to the Assistant State Attorney. This condition shall not be deemed satisfied without the consent of the State Attorney's Office.
- j. The defendant shall have no contact or communication with Jacquelin Alexis and Dean Tyler.
- k. The defendant shall appear before the Court to be fingerprinted at a future date and time set by the Court.
- l. The defendant shall not violate any law.

- m. The defendant shall comply with all other standard conditions that are imposed by community control and/or probation pursuant to Florida Statutes 948.03 and Florida Statutes 948.101.
- n. It is the intent of the parties that the defendant serve the full term of his sentence. The defendant shall not file a motion to mitigate, modify, terminate early, or remove any of the conditions of his community control and/or probation. The defendant shall not file a motion to convert his community control to probation.
- o. The defendant shall file no other motions with respect to this agreement without the consultation and agreement of an Assistant State Attorney in the Public Corruption Unit of the State Attorney's Office and approval by the Court, or with permission of the Court after hearing from the State Attorney's Office.

8. As a condition precedent to this Agreement, the defendant shall resign from the office of City Commissioner for the City of North Miami Beach. The defendant further understands, acknowledges, and stipulates that, by order of the Governor in Executive Order Number 18-215, he was suspended from the office of City Commissioner for the City of North Miami Beach on July 25, 2018. The defendant further understands, acknowledges, and stipulates that his plea of guilty and conviction on each of the charges in the Information filed in this matter constitute convictions on the charges by reason of which he was suspended under section 112.51, Florida Statutes, pursuant to Executive Order Number 18-215. The defendant further understands, acknowledges, and stipulates that because of his plea of guilty and conviction on each of the charges in the Information filed in this matter, the Governor shall remove the defendant from the office of City Commissioner for the City of North Miami Beach, pursuant to section 112.51(5), Florida Statutes.

9. The defendant understands, acknowledges, and stipulates that his convictions on the charges of Bribery, a felony in the second degree, in violation of section 838.015, Florida Statutes, Unlawful Compensation/Reward for Official Behavior, a felony in the second degree, in violation of section 838.016(1), Florida Statutes, Organized Scheme to Defraud, a felony in the third degree, in violation of section 817.034(4)(A)3, Florida Statutes, and Grand Theft, a felony in the third degree, in violation of section 812.014(2)(C), Florida Statutes, are independently each a "specified offense" as defined in section 112.3173(2)(e), Florida Statutes, and that these offenses were committed in connection with his employment as a public officer – City Commissioner for the City of North Miami Beach. Consequently, the defendant understands and acknowledges that his convictions for said statutorily defined "specified offenses" subject him to forfeiture of rights and privileges under the Florida Retirement System, and/or any other public retirement system as defined by statute, insofar as he has any rights and privileges related to said retirement system from his time as a public officer – City Commissioner for the City of North Miami Beach, except for the return of accumulated contributions as of the date of termination of his time as City Commissioner for the City of North Miami Beach, pursuant to Article II, Section 8(d), of the Florida Constitution, and section 112.3173, Florida Statutes.



10. Knowing and willful failure to comply with and/or complete the conditions in paragraph seven (7) of this Agreement shall be a violation of the defendant's community control and/or probation.

11. If the defendant violates any of the terms of this Agreement, then the parties agree that the defendant shall be sentenced to a term of imprisonment and said term of imprisonment shall not be lower than the bottom of his guideline sentencing range as properly calculated on the Florida Criminal Punishment Code Scoresheet at the time of sentencing, unless the State agrees to a sentence lower than the defendant's guideline sentencing range, and with the imposition of all applicable fines.

12. The State of Florida need only prove any violation of this agreement to the court by a preponderance of the evidence.

13. The defendant hereby waives extradition to the State of Florida from any jurisdiction in or outside of the United States where he may be found and agrees not to contest any effort by any jurisdiction to return him to the State of Florida.

14. After sentencing, the defendant agrees that he shall not file a motion to set aside guilty plea or motion to mitigate sentence.

15. All of the agreements between the State of Florida and the defendant are contained within this Agreement. This Agreement supersedes any prior agreements between the State of Florida and the defendant with regard to this case. There are no other agreements between the State of Florida and the defendant with regard to this case.

16. This plea agreement resolves any and all charges against the defendant related to the charges set forth in the arrest warrant and affidavit in support of the arrest warrant obtained for the defendant in this case. This plea agreement does not grant transactional immunity for any other crimes. This plea agreement does not grant immunity for similar crimes which occur subsequent to the entering of this agreement.

Respectfully Submitted,

KATHERINE FERNANDEZ RUNDLE  
STATE ATTORNEY

By: 

Nolen Andrew Bunker  
Assistant State Attorney  
Florida Bar # 110731

*FP*

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Frantz Pierre  
Defendant

"I have consulted with my attorney and I have fully reviewed this Plea Agreement and voluntarily agree to abide by all of its terms and obligations."

*Benedict P. Kuehne*

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Benedict P. Kuehne, Esq.  
Attorney for Defendant  
Florida Bar # 233293

"I have fully advised my client of the terms and obligations of this plea agreement. I am satisfied that my client fully understands all of the terms and conditions of this agreement and voluntarily agrees to abide by its terms."

*Michael T. Davis*

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Michael T. Davis, Esq.  
Attorney for Defendant  
Florida Bar # 63374

"I have fully advised my client of the terms and obligations of this plea agreement. I am satisfied that my client fully understands all of the terms and conditions of this agreement and voluntarily agrees to abide by its terms."

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STATE OF FLORIDA  
*Plaintiff,*

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v.

FRANTZ PIERRE  
*Defendant.*

**ORDER RATIFYING TERMS OF PLEA AGREEMENT**

THIS CAUSE having come on to be heard upon the joint Motion of the State of Florida and the Defendant for an Order Ratifying Terms of Plea Agreement, it is hereby:

ORDERED AND ADJUDGED that the said Motion be and the same is GRANTED, and the Court, by this Order, expresses its intention to sentence the Defendant in the manner and to the extent stipulated in the said plea agreement.

DONE AND ORDERED in Miami, Dade County, Florida, this the \_\_\_\_\_ day of November, 2020.

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CIRCUIT COURT JUDGE