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IN THE BROWARD COUNTY, FLORIDA, CHARTER SECTION 12.01
ENFORCEMENT HEARINGS FORUM

CASE NO. EH-15- 002
OIG MATTER NO. 15-004

AGREEMENT

JOHN W. SCOTT, the Inspector General in and for Broward County, Florida (“the INSPECTOR GENERAL”), by and through the undersigned Ethics Counsel for the Broward County Office of the Inspector General (“OIG”), and LESA PEERMAN (“Commissioner Peerman”), unrepresented by counsel, hereby enter into this Agreement to settle the action to be filed in the Broward County, Florida, Charter Section 12.01 Enforcement Hearings Forum for violations of Section 1-19 of the Broward County Code of Ordinances (“Ethics Code”), and all other OIG action that could result from the investigation into OIG 15-004.

1. This Agreement, consisting of seven (7) pages, is the entire agreement of the INSPECTOR GENERAL and COMMISSIONER PEERMAN (“the parties”) regarding its subject matter. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement supersedes any and all previous communications, representations, and verbal or written agreements between the parties.

2. COMMISSIONER PEERMAN knows and understands that the undersigned counsel for the INSPECTOR GENERAL represents the interests of the INSPECTOR GENERAL and the OIG and does not represent the interests of COMMISSIONER PEERMAN.

3. COMMISSIONER PEERMAN has acted without counsel knowing and understanding that her rights may be best served by obtaining her own attorney to represent her. Nonetheless, she has decided to proceed without legal representation.

4. The parties agree that the Broward County, Florida, Charter Section 12.01 Enforcement Hearings Forum has the authority to enforce the provisions of this Agreement.

5. COMMISSIONER PEERMAN understands and agrees that this Agreement has the same force and effect as if an Administrative Hearing Officer had (1) found the below facts to be proved at an evidentiary hearing and (2) made the legal conclusions necessary to find her liable for violating the Ethics Code.

6. COMMISSIONER PEERMAN understands and agrees that she is hereby waiving her rights under Broward County Charter Section 12.01 and her right to appeal any decision of the Administrative Hearing Officer to the Circuit Court, so long as the Hearing Officer accepts and ratifies this Agreement.

7. COMMISSIONER PEERMAN understands and agrees that if enforcement of this Agreement is necessary, she shall be responsible for all fees and costs associated with such enforcement.

8. By signing this Agreement, COMMISSIONER PEERMAN 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 fully understands the terms and conditions of this Agreement.

9. The parties agree that settlement of this matter in the manner described above is just and in the best interest of COMMISSIONER PEERMAN and the residents of Broward County and the City of Margate.

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STIPULATED FACTS

10. The parties agree and admit that the following facts occurred.

11. COMMISSIONER PEERMAN served as a member of the governing body of a municipality within Broward County or served as a municipal mayor within Broward County, Florida, to-wit: a Commissioner or Mayor for the city of Margate, Broward County, Florida (“the City”) beginning in November 2010 and continuing through July 2015.

12. COMMISSIONER PEERMAN concurrently served as a Member of the Board of the City’s Community Redevelopment Agency (“CRA”) beginning in November 2010 and continuing through July 2015.

13. In July 2014, COMMISSIONER PEERMAN and her spouse arranged to reenact and celebrate their then-recent wedding at a reception within the City on August 2, 2014 (“the Reception” or “the Event”).

14. In July 2014, COMMISSIONER PEERMAN hired a party planner to plan the Reception and to purchase food, beverages, liquor, decorations, flowers, and cake for the Event.

15. COMMISSIONER PEERMAN did not pay the party planner or any other person for the personal services of a disc jockey (DJ) at the Reception.

16. COMMISSIONER PEERMAN became acquainted with W.M. as the manager, owner, or both manager and owner of a restaurant and a bar (two businesses) that are licensed to do business by the City and that lease property from the CRA.

17. As of August 2, 2014, COMMISSIONER PEERMAN was aware that the businesses referenced on Paragraph 16 were delinquent in their rent payments to the CRA and, as a result, COMMISSIONER PEERMAN would not and did not speak with W.M. about City or CRA affairs.

18. In July 2014, W.M. hired and paid \$150 to S.B. to serve as the DJ for three hours at the Reception to benefit COMMISSIONER PEERMAN.

19. In advance of the Reception, both W.M. and S.B. made COMMISSIONER PEERMAN aware that S.B. was going to DJ the Event.

20. S.B. performed personal DJ services at the Reception, which services were accepted by COMMISSIONER PEERMAN.

21. The provision of DJ services at the Reception personally benefited COMMISSIONER PEERMAN.

22. COMMISSIONER PEERMAN did not provide any legally recognized consideration to W.M. for the DJ services within 90 days of the Reception.

23. In the invitation to the Event that COMMISSIONER PEERMAN sent to City residents and other guests in July 2014, COMMISSIONER PEERMAN informed invitees that she and her spouse would accept donations to one or both of two charitable organizations, Duck Haven, Inc. ("Duck Haven"), and 100 Plus Animal Rescue, Inc., the fictitious name for which is 100+ Abandoned Dogs of Everglades Florida ("100 Plus"), in lieu of presents for the couple.

24. COMMISSIONER PEERMAN caused to be placed on a table at the Reception two donation boxes, one labeled for Duck Haven, and one labeled for 100 Plus.

25. During the Event, guests donated approximately \$290 to Duck Haven and approximately \$400 to 100 Plus.

26. COMMISSIONER PEERMAN personally remitted these funds to Duck Haven and 100 Plus within approximately one week following the Reception.

27. Following COMMISSIONER PEERMAN's interview with the OIG regarding this matter, on or about July 7, 2015, she filed with the City clerk forms disclosing the names of the

two charitable organizations for which she solicited funds at the Reception. Those filings were then made available on the City's searchable internet database.

28. As a condition to entering this Agreement, on or about July 15, 2015, COMMISSIONER PEERMAN paid \$150.00 to W.M. to reimburse W.M.'s cost for personal DJ services at the Reception.

AGREED TERMS

29. The parties' agreed-upon terms follow.

30. COMMISSIONER PEERMAN admits liability for violating one count of Broward County Code Section 1-19(c)(1)b., acceptance of a gift given in one's official capacity valued at over \$50.00.

31. COMMISSIONER PEERMAN admits liability for violating one count of Broward County Code Section 1-19(c)(5)a.2, failure to file for public inspection a charitable solicitation disclosure.

32. COMMISSIONER PEERMAN agrees to pay a fine of \$250 for each of the two violations specified in Paragraphs 30 and 31 of this Agreement, for a total fine of \$500, within thirty (30) days of the date that the Administrative Hearing Officer accepts and ratifies this Agreement.

33. The INSPECTOR GENERAL agrees to take no action upon the facts uncovered in the OIG investigation beyond what is stated in this Agreement.

34. After August 19, 2015, the INSPECTOR GENERAL shall file a two-count Complaint in the Broward County, Florida, Charter Section 12.01 Enforcement Hearings Forum, restating the facts detailed in this Agreement and charging LESA PEERMAN with (1) one count of an elected official accepting a gift given in one's official capacity valued at over \$50.00, in violation of Broward County Code Section 1-19(c)(1)b., and (2) one count of failure to file for

public inspection a charitable solicitation disclosure, in violation of Broward County Code Section 1-19(c)(5)a.2.

35. At the time the INSPECTOR GENERAL files the Complaint referred to in Paragraph 34, he shall also file this Agreement.

36. The parties jointly agree to request the Hearing Officer to accept and ratify this Agreement and execute the Orders necessary to effect it.

37. If the Hearing Officer accepts and ratifies this Agreement, the parties hereby agree not to litigate the Complaint beyond that which is ordered by the Hearing Officer or is necessary to give effect to the terms of this Agreement.

38. If the Hearing Officer does not accept and ratify this Agreement, this Agreement will no longer have any force or effect, and the INSPECTOR GENERAL and COMMISSIONER PEERMAN will each be at liberty to take any action he or she could have taken in the absence of this Agreement.

39. After August 19, 2015, the INSPECTOR GENERAL will provide a preliminary copy of the OIG's report on this matter to COMMISSIONER PEERMAN and the City of Margate, to which either or both parties may provide a discretionary response for inclusion in the final version of the report. No earlier than thirty-one days after the provision of the preliminary report, the INSPECTOR GENERAL will issue a final version of the report, which will append, among other exhibits, a copy of this Agreement and a copy the Complaint referred to in Paragraph 34.

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Respectfully submitted,

Lesia Peerman 8/10/15
LESA "LE" PEERMAN DATE
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JOHN W. SCOTT
INSPECTOR GENERAL

by: Carol J. Breece 8/10/15
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ACCEPTANCE AND RATIFICATION

As the Administrative Hearing Officer duly assigned to preside over this matter, I have considered all the circumstances surrounding this Agreement. It is hereby

ORDERED and ADJUDGED that this Agreement is accepted and ratified by this Court, and its terms shall be enforced by the authority conferred to me by Broward County Charter Section 12.01.

Done and ordered this ___ day of _____, 2015.

Signature

Printed Name