

IN THE BROWARD COUNTY, FLORIDA, CHARTER SECTION 10.01
ENFORCEMENT HEARINGS FORUM

CASE NO. EH-2026-002

CAROL J. BREECE,
Broward County Inspector General,
Plaintiff,

V.

RAYMOND JAY NYHUIS,
Defendant.

AGREEMENT

CAROL J. BREECE, the Inspector General in and for Broward County, Florida (“the INSPECTOR GENERAL”), by and through undersigned counsel, and RAYMOND JAY NYHUIS, hereby enter into this Agreement to settle case EH-26-002 filed in Broward County, Florida, pursuant to Section 10.01 of the Broward County Charter.

1. This Agreement, consisting of 6 pages, is the entire agreement of the INSPECTOR GENERAL and NYHUIS 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. The parties agree that the Broward County, Florida, Charter Section

10.01 Enforcement Hearings Forum has the authority to enforce the provisions of this Agreement.

3. NYHUIS 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 him liable for violating Section 1-19(d)(2) of the Broward County Code of Ordinances.

4. NYHUIS understands and agrees that he is hereby waiving his rights under Broward County Charter Section 10.01 and his 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.

5. NYHUIS understands and agrees that if enforcement of this Agreement is necessary, he shall be responsible for all fees and costs associated with such enforcement.

6. By signing this Agreement, NYHUIS acknowledges that he is doing so freely, voluntarily and without duress; that he is competent to enter this Agreement; and that he has fully and completely read and fully understands the terms and conditions of this Agreement.

7. The parties agree that settlement of this matter in the manner described herein is just and in the best interest of NYHUIS and the residents of Broward

County.

STIPULATED FACTS

8. Plaintiff is the Inspector General for Broward County.

9. NYHUIS was appointed to the Village Council on or about July 12, 2016, and has served on the Village Council since.

10. At all relevant times, NYHUIS was an “Elected Official” serving as a “Municipal Official” within the meaning of Section 1-19 of the Broward County Code of Ordinances.

11. As an “Elected Official,” Section 1-19(d)(2) of the Broward County Code of Ordinances required NYHUIS to annually, on a calendar year basis, “attend or participate in a minimum of four (4) hours of continuing education training which addresses ethics topics including Section 8, Article II, of the Florida Constitution, the state's Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes), Florida's public records and public meetings laws, and the ethical standards imposed by the Board pursuant to its authority under Section 112.326, Florida Statutes.”

12. Furthermore, Section 1-19(d)(2) of the Broward County Code of Ordinances also required NYHUIS to complete at least two of the required four hours of annual training in an interactive setting and certify completion of the required training by filing a form for public inspection within thirty (30) days

after the end of each calendar year.

13. NYHUIS did not complete a minimum of 4 hours of annual training, 2 hours being interactive, for calendar year 2023.

14. NYHUIS did not certify, in a form filed for public inspection, that he met this requirement by the January 30, 2024, deadline.

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AGREED TERMS

The parties' agreed-upon terms follow:

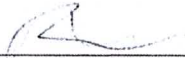
17. NYHUIS, who was at all relevant times was an "Elected Official" as defined by Section 1-19 of the Broward County Code of Ordinances, admits liability for violating one of Broward County Code Section 1-19(d)(2) as described in Paragraphs 13 and 14 of this Agreement.

18. NYHUIS agrees to pay a total fine of \$250.00, payable to Broward County Board of County Commission for the Violations specified in Paragraphs 13 and 14 of this Agreement within thirty (30) days of the date that the Hearing Officer accepts and ratifies this Agreement.

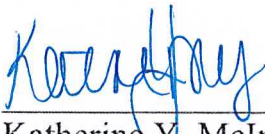
19. The parties jointly agree to request the Hearing Officer to accept and ratify this Agreement and execute the Orders necessary to effect it.

20. 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 NYHUIS will each be at liberty to take any action he could have taken in the absence of this Agreement.

Respectfully submitted,



Ray Nyhuis



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