

**2-11.1 (j) & (k)**  
**OUTSIDE/CONFLICTING EMPLOYMENT**  
**RQO SUMMARY**

RQO #	County Code #	Requester	Summary Description & Holding
98-17	(b), (k)	Marcia Fernandez-Morin, Administrator of the Fire Board	Miami-Dade Fire Rescue and law enforcement personnel are not prohibited from engaging in outside employment as teachers in an educational program dealing with the dangers of driving under the influence of drugs and alcohol (SAFE), so long as their participation is approved by a supervisor and they file an annual report detailing the source of outside employment, the nature of the work and the money received as a result of the work.
98-21	(j)	Counselors, Office of Family and Victim Services	Counselors from the Office of Family and Victim services are not prohibited from seeking outside employment as private psychotherapists either through their own practice or through an agency that is a private provider. Although the counselors' outside employment is not barred by the Conflict of Interest and Code of Ethics ordinance, the department head retains the discretion to deny the outside employment.
99-40	(h), (j)	William Brant, Director, Water and Sewer Dept. on behalf of WASD employees	Co. employees working as engineers for the Miami-Dade Co. WASD may engage in outside employment as members of the WASD Board of Hialeah Gardens because the employees' service on the Board should not impair their ability to exercise independent judgment in their Co. employment. The employees may work with consultants through their Co. employment who will also work for the Hialeah Gardens WASD, because they are not responsible in their Co. employment for selecting consultants or approving work of these consultants, the duties should not conflict. However, the employees are subject to the 2-11.1(h) of the Ethics Code which prohibits them from disclosing confidential information garnered or gained through the employee's official position with the Co., nor shall the employee(s) ever use such information, directly or indirectly, for his/her personal gain or benefit.
99-42	(h), (j)	Charles Lanza, Director, Miami-Dade Office of Emergency Management	A Co. employee working for the Miami-Dade Office of Emergency Management may have his own website devoted to Y2K preparedness issues and may sell videos as a result so long as he does not use his Co. title or Co. resources in marketing his outside venture. Also, the employee must refrain from conducting any activities related to the outside venture during governmental work hours and is prohibited from exploiting his official position in his off-duty activities.
99-50	(h), (j)	Gary Dellapa, Director, Miami-Dade Aviation Department on behalf of Max Fajardo, Division Manager, Miami-Dade Aviation Department	A Co. employee is prohibited from working with a private aviation company while working as part of an engineering team handling an MIA North Runway Project. The Co. employee's outside employment & involvement in the runway project may impair his independent judgment in the exercise of his official duties because his subordinates will approve the outside work which may affect his working relationship with his subordinates. The employee's engineering work on an MIA project may reasonably be expected to require or induce him to use confidential information gained through his work at MIA.

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00-10	(j)	Robert Honey, South District Wastewater Treatment Plant	A Miami-Dade Water and Sewer (WASD) employee is not prohibited from working for a local water treatment company that performs similar functions for areas not served by WASD so long as the hours do not conflict with his County employment and it does not impair his independence of judgment in the performance of his official public duties. However, WASD has discretion in denying his outside employment if they find that it is contrary, detrimental or adverse to the interest of the Co. or the department.
00-32	(j)	David Lee --	A Co. employee is permitted to contract with a county vendor in order to market a device he designed for the underground sewer industry but is restricted from contracting with the Co. regarding the product. However, the employee must obtain consent for the venture as outside employment and file disclosure with the Department of Elections pursuant to 2-11.1(k). Further, the employee must refrain from working on the device during governmental work hours or use county materials in the venture.
00-155	(j)	Laronda Wimberly, Computer Technician, Department of Elections	A computer technician working for the Department of Elections is prohibited from pursuing outside employment as a consultant for candidates because it would interfere with the service he or she provides to the public. Further, it would be a conflict for an Elections Department employee who participates in the tabulation of election results to work for any candidate.
00-157	(j)	Jim Sutton, Procurement Division, Miami-Dade Fire Rescue Department	A buyer in the Procurement Division of the Miami-Dade Fire Rescue Department is permitted to pursue outside employment as an installer of home theater systems because his duties as a buyer for the Co. are completely unrelated to his work as an installer. Nevertheless, the employee is subject to filing requirements with the Department of Elections (2-11.1(k)) and must seek approval from the head of the department for outside employment.
00-176	(j)	Paul Vrooman, Marketing Director, Chamber South	A Co. employee working for Chamber South is permitted to provide services on the Community Council when one of the Chamber's officers is a zoning attorney who represents clients before the Council. Although the employee does not report to the officer, the officer has indirect influence over his position with the County. The Co. employee is permitted to vote on issues where an officer represents a third party but must refrain from voting on issues in which the Chamber has taken a position because it would impair his independence of judgment in the exercise of his public duties. Thus, the employee shall absent himself from the Community Council meeting during the discussion of the subject item and shall not vote or participate in any way in said matter.
01-06	(j)	Maria Molina, President, Nova Consulting	Although not prohibited, in order for the owner of an engineering firm that contracts with several county departments to provide engineering services to avoid the appearance of a conflict of interest, she should refrain from serving on a selection committee for the South Terminal Project because she has worked with potential bidders on said projects and maintains a business relationship with some of its sub-consultants.

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01-23	(j)	Alice Hidalgo-Gato, Acting Manager, Contract Review and Compliance Division, Dept. of Business Development	A Co. employee working for the Department of Business Development is not prohibited from working for a private security guard company as long as he is not responsible for monitoring county security guard contracts within his employment with the Co. because the monitoring of contracts involving his competitors may impair his independence of judgment in the performance of his public duties.
01-28	(j)	Clyde Fleming, Jackson North Maternity Center	Physicians who work for Jackson Health Systems are permitted to attend and participate on pharmaceutical company advisory boards, where they are paid minimal compensation and are provided with valuable networking and learning opportunities, so long as they refrain from selecting drugs for the Public Health Trust, and from voting on matters regarding pharmaceutical companies with whom they are associated.
01-110	(j)	Arlington Ferguson, Safety Specialist, Miami-Dade Housing Agency	A Co. employee working as a safety specialist for the Miami-Dade Housing Agency is not prohibited from engaging in outside employment as a housing inspector, which would primarily consist of conducting termite inspections for realtor, mortgage and title companies in residential home sales because his duties as a housing inspector should not impair his judgment with his county employment.
01-114	(j)	Michelle Raymond, Miami-Dade Co. Aviation Dept.	The Aviation Department is not prohibited from retaining a former employee who now works at a private company to provide consultant services regarding the industry standard for subtenant rates because the former employee's prior work did not involve negotiation of the lease and the rates paid by the private company to Miami Executive Aviation.
01-126	(j)	Lundy Clarke, CRA Clarke, Inc.	A private business owner working on the Northside Runway project is not prohibited from serving as a member of the Construction Inspection Services (CIS) team for the Northside Runway because the business owner's work as a member of the CIS will not require him to inspect his prior work or serve identical responsibilities on two sides of the project. Additionally, his work on the CIS bid will be a continuation of his current work and should not conflict with his current or future work or impair his independence of judgment in its CIS functions.

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02-08	(j)	Dale Bowlin, Code Compliance Officer, Building Code Compliance Office	A Co. employee working for the Building Code Compliance Office is permitted to work as a general contractor and as a result use the contractor's license to certify a construction company outside of Miami-Dade County. However, the employee is prohibited from partnering up or working on projects with local contractors because of the potential that the outside work will impair his independence of judgment in his County employment. Additionally, the County employee should refrain from working jointly with companies that are subject to oversight and enforcement by the Miami-Dade Building Code Compliance Office and is required to file outside employment forms pursuant to (k).
02-15	(j)	Gus Exposito, Chairman, Community Council #5	<p>A Chairman working for Community Council #5, who is also the president of a roofing company, is prohibited from doing business with contractors who have appeared before the Council while he serves on the Council because his independence of judgment may be impaired in the performance of his public duties due to the possibility of a financial gain if his company later receives work on projects that have come before the board or developers who seek council approval on zoning matters.</p> <p>Therefore, the Chairman is prohibited from working for developers or their successors in interest who appear before Community Council #5 or on projects that have sought approval from Community Council #5.</p>
02-26	(j)	Toby Cline, Investigator, Building Code Compliance Office	A County employee working for Building Code Compliance Office, which duties include investigation of allegations of wrongdoing by plumbers, is prohibited from engaging in outside employment as a teacher for the Journeymen Plumber Prep Course because his independence of judgment may be impaired in the performance of his public duties if he is reviewing applications in his County employment for students he is teaching in his outside employment.
04-21	(j), (w)	Anthony Clemente, Vice-President, PBSJ	Professional consulting firm may provide architectural and engineering services for Cargo Yard Improvements at the Port of Miami as long as the firms are not engaged in any work for the Seaport that should conflict with the work to be performed under the new agreement. For example, a conflict would exist if a contractor has overlapping responsibilities on different phases of the same project, or if there are overlapping roles or responsibilities between two related contracts. These arrangements are conflicting because they lead to disclosure of confidential information and impair independent judgment by the contractor in the performance of its contractual obligations.

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04-24	(j), (w)	William Anido, Southeast District Manager, Parsons Brinckerhoff	Professional consulting firm may contract with the County for a Program Management Consultant position for the People’s Transportation Plan (PTP) as long as all prior work done for the PTP is completed prior to commencement of work by the firm and any updating required is handled by another firm. The firm may not work on any projects related to the PTP under other County contracts while serving as a member of the Program Management Consultant team. Also, the firm may not undertake any work related to this project for any other agency while simultaneously performing management responsibilities for the County. Transit or another team member must assume management responsibilities where an overlap between responsibilities may occur.
04-26	(j), (w)	Hilario Candela, President, DMJM Spillis Candela	<p>DMJM Spillis may serve as Program Management Consultant (PMC) for the People’s Transportation Plan (improvements on highways, roads, bus service, and neighborhoods) despite DMJM Harris (firm affiliated with Spillis) completing the New Starts Audit and Quick Start Plan for the PTP subject to the following conditions:</p> <p>(1) The New Starts Audit and Quick Start Plan should be completed prior to commencement of work by the PMC.</p> <p>(2) DMJM Spillis can do any subsequent work on a New Starts project, under the PMC contract, because continuation of work is not a conflict.</p> <p>(3) DMJM Harris may not do further work on the New Starts Audit and Quick Start Plan under its agreement while DMJM Spillis serves as PMC.</p> <p>DMJM Harris’s studies that were conducted for the PTP, under contract with the Miami-Dade Transit Agency, did not create conflict because the studies were done for a portion of the PTP that is already completed, and the agreement Harris had with Miami-Dade Transit Agency does not assign any work orders related to the PTP.</p>
04-27	(j), (w)	Anthony Clemente, Vice-President, PBSJ	<p>PBSJ may serve as Program Management Consultant (PMC) for the People’s Transportation Plan (PTP) despite PBSJ having previously provided architectural and engineering services under contract for the PTP subject to the following conditions: The South Dade Busway extension should be completed prior to commencement of the PMC agreement. Therefore, there is no conflict as long as PBSJ, while serving as the PMC, does not provide personnel for construction engineering and inspection services as PBSJ did under its subcontract for the South Dade Busway Extension.</p> <p>Any potential conflicts resulting from the overlap of Miami-Dade Expressway Authority projects with the PTP and PBSJ’s role as managing partner of Dade Transportation Consultants, which is the General Engineering Consultant to the Miami-Dade Expressway</p>

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			<p>Authority, are outside the scope of this opinion.</p> <p>PBSJ has completed the subcontractor project for Parsons Brinckerhoff on the East-West Multi-Modal Corridor Study for the Florida Department of Transportation, so there is no conflict.</p>
04-30	(j), (w)	Rick Crooks, President, EAC Consulting, Inc.	EAC Consulting, Inc. may serve as Program Management Consultant (PMC) for the People’s Transportation Plan (PTP) even though EAC serves as a subcontractor to Reynolds, Smith and Hills, and Kimley, Horn, and Associates for miscellaneous engineering services because EAC has not done any work under these contracts. However, Reynolds, Smith and Hills, and Kimley, Horn, and Associates must not assign any work related to a PTP project to EAC since EAC is serving as the PMC.
04-32	(j), (w)	Anthony Clemente, Vice President, PBSJ	PBSJ, an engineering and project management firm, may provide architectural and engineering services for the Deep Draft Port Cruise and Cargo Marine Infrastructure project, where PBSJ has previously designed Container Cargo Wharves 1-4 at the Port of Miami and has completed structural engineering work for Wharf 5 as a sub consultant to BEA on a bond Engineering Contract at the Seaport. Ardaman and Associates has performed geotechnical engineering services to the Miami-Dade Seaport over the last ten years and Ardaman is currently performing a geotechnical evaluation of Container Cargo Wharves 1-5 for the Seaport. Ardaman may not perform however, any geotechnical work under the Deep Draft contract if the firm is still performing geotechnical work on the Container Cargo wharves under another agreement. Therefore, PBSJ and the other team members may perform services on the Deep Draft Port Cruise and Cargo Marine Infrastructure project as long as Ardaman completes any work related to Container Cargo wharves prior to commencement of the contract.
04-35	(j), (w)	Basil S. Williams, President, BND Engineers, Inc.	BND Engineers, a professional consulting engineering company, may serve as Program Management Consultant for the People’s Transportation Plan, and as a result, will hold a non-exclusive seven-year contract with Miami-Dade County to manage, with the support and supervision of Transit and Public Works staff, the various phases of implementing the People’s Transportation Plan because the firm is not currently providing architectural and engineering services to the Transit Department.
04-41	(j), (w)	Osiris Quintana, President, Triangle Associates, Inc.	Triangle Associates, Inc. may serve as Program Management Consultant (PMC) for the People’s Transportation Plan (PTP) despite Triangles Associates, Inc. currently working under contract in Miami-Dade County as a Prime Consultant for the Florida Department of Transportation. Triangle Associates, Inc. is not currently providing architectural and engineering services to the Transit Department and any potential conflict with the Florida Department of Transportation agreement is outside the scope of this opinion.

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04-44	(j), (w)	Ramona Phillips, Phillips Consulting Group	Phillips Consulting Group (PCG) may serve as a member of the Program Management Consultant (PMC) team for the People’s Transportation Plan (PTP) despite PCG currently working for Miami-Dade County on two projects where PCG serves as a sub-consultant on a contract to facilitate community focus groups and conducts public relations and community outreach services for the Housing Agency. PCG can continue to serve as a lobbyist for several firms, in addition to working on the two previously stated projects with Miami-Dade County, as long as PCG does not provide any lobbying services for the PMC team.
04-45	(j), (w)	Alberto G. Ribas, President, A2 Group	A2 Group may serve as a member of the Program Management Consultant (PMC) team for the People’s Transportation Plan (PTP) because A2 Group is not currently working on any projects for Miami-Dade Transit, the Miami-Dade Expressway Authority, or the Florida Department of Transportation.
04-46	(j), (w)	Carmen Morris, Carmen Morris & Associates	<p>Carmen Morris &amp; Associates (CMA) may serve as a member of the Program Management Consultant (PMC) team for the People’s Transportation Plan (PTP) despite CMA currently sub-consulting to Parsons Brinckerhoff on the Bay Link and Earlington Heights projects and negotiating with Miami-Dade Transit (Transit) to provide Public Relations and Advertising Services as part of a joint venture under three (3) conditions:</p> <p>(1) CMA’s work on the Earlington Heights project will not be a conflict if the work is completed prior to commencement of the PMC contract.</p> <p>(2) If the work is not completed, Transit must assume all management functions related to the work.</p> <p>(3) CMA may not provide any public relations or advertising services related to PTP projects on CMA’s contract with Transit if CMA serves as PMC.</p> <p>CMA’s sub-consulting work for Parsons Brinckerhoff on the Bay Link project is outside the scope of this opinion because the Bay Link contract is with the Metropolitan Planning Organization.</p>
04-50	(j), (w)	Tasnim Uddin, President, Tasnim Uddin & Associates International	Professional consulting firms may provide architectural and engineering services for Cruise Terminal Improvements at the Port of Miami as long as the firms are not engaged in any work for the Seaport that should conflict with the work to be performed under the new agreement. For example, a conflict would exist if a contractor has overlapping responsibilities on different phases of the same project, or if there are overlapping roles or responsibilities between two related contracts. These arrangements are conflicting because they lead to disclosure of confidential information and impair independent judgment by the contractor in the performance of its contractual obligations.

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04-51	(j), (w)	Ann-Marie DeRose,	DeRose Design Consultants (DDC), as well as the rest of the team for the Cargo Yard Improvements (CYI) to the Port of Miami including: Rodrigues, Peterson and Porras, Triangle Associates, and Weidner Surveying and Mapping, may serve as the team for the CYI contract because DDC and the other team members, aside from Weidner Surveying and Mapping, have never done any work at the Seaport.
04-53	(j), (w)	Daniel Perez-Zarraga, Perez and Perez	<p>Perez and Perez may provide professional design services on the Cruise Terminal Improvements (CTI) contract for the Seaport because the scope of the prior work that Perez and Perez completed that was related to the CTI contract does not overlap with the duties under the present CTI contract. The land use allocation studies and design criteria documentation completed for the 2020 Master Implementation Plan by Perez and Perez do not overlap with the professional design services that Perez and Perez will provide on the CTI contract.</p> <p>The other team members on the CTI contract do not have a conflict of interest because they are not providing any related work to the Seaport.</p>
04-54	(j), (w)	Francisco Norona, P.E., President, Beiswinger, Hoch and Associates	Beiswinger, Hoch and Associates (BHA) may provide architectural and engineering services for the Cargo Yard Improvements (CYI) contract at the Port of Miami despite BHA performing miscellaneous engineering services at the Seaport. The two contracts do not have overlapping roles or responsibilities because the scope of the miscellaneous engineering services work does not involve the CYI.
04-55	(j), (w)	Roberto Sequeira, P.A., Sequeira & Gavarette	Sequeira and Gavarette and the other team members may provide architectural and engineering services related to Cruise Terminal Improvements (CTI) for the Seaport because Sequeira and Gavarette and the other team members, aside from E. R. Brownell, are not currently performing any work at the Seaport. The scope of E. R. Brownell's topographic surveys that were related to the cruise terminals does not overlap with the scope of the architectural and engineering services to be done under the CTI contract. Therefore, Sequeira and Gavarette and the other team members do not have a conflict of interest related to the CTI contract.
04-56	(j), (w)	C. David Morton,	A firm is not prohibited from currently working at the Seaport and serving on the team for Cruise Terminal Improvements when an associate of the firm has previously served as the architect of record for Cruise Terminals 8 and 9 because the scope of his work at the Seaport does not overlap with the scope of work under the Cruise Terminal Improvement contract.
04-57	(j), (w)	Carlos A. Penin, President, CSA Group	CSA Group and the other team members for the Cargo Yard Improvements (CYI) Contract may provide architectural and engineering services for the CYI contract because the scope of the other work being completed under contract for the Seaport does not overlap with the scope of the work to be completed under the



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			<p>CYI contract. CSA and the other team members may perform work on the CYI contract for the Seaport under two (2) conditions:</p> <p>(1) If CSA's contract with Tetra-Tech is extended, causing the Tetra-Tech/P&amp;O Ports contract to overlap with the CYI contract, then P&amp;O Ports and the Seaport must coordinate work assignments so that work orders on each of the contracts are related to different cargo facilities so that there is no overlap between responsibilities and assignments.</p> <p>(2) If Indigo Service Corporation (team member for the CYI contract) works as a sub-consultant to Tetra-Tech on an extension of the Tetra-Tech/P&amp;O Ports contract, the work under the two contracts must involve different cargo facilities.</p>
04-59	(j), (w)	Luis Ajamil, Bermello-Ajamil & Partners	<p>Bermello-Ajamil &amp; Partners (BAP) may serve, if selected, on the team of professional consultants that will provide architectural and engineering services related to Cruise Terminal Improvements (CTI) under three (3) conditions:</p> <p>(1) The work to be done under the new CTI contract may not conflict with the work under BAP's existing CTI contract.</p> <p>(2) The work under the new CTI contract may not involve Terminals 2, 8, or 9.</p> <p>(3) The firm may not provide construction managers or other oversight personnel on either CTI contract.</p> <p>The other team members do not have any conflicts of interest in regard to the CTI contract.</p>
04-60	(j), (w)	Timothy K. Blankenship, Engineering Department Head, Coastal Systems International, Inc.	<p>Coastal Systems International, Inc. (CSI), Transystems Corporation, Tasnim Uddin and Associates, and Gartek may serve as the team to provide architectural and engineering services for Cargo Yard Improvements (CYI) at the Port of Miami. CSI and the other team members may provide architectural and engineering services for CYI despite previously or currently providing services for the Seaport because the work that was, or is being, provided under those contracts does not create a conflict of interest in regard to the CYI contract.</p>

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04-61	(j), (w)	Gary L. Schneider, Project Manager, CH2Mhill	<p>CH2Mhill, Ludovick and Orange, Ojito and Associates and Delta Surveyors may serve as the team to perform architectural and engineering services related to Cargo Yard Improvements (CYI) under two (2) conditions:</p> <p>(1) If Ch2Mhill is selected for the new CYI contract, the work must involve different cargo yards than the work in than the work in Ch2Mhill’s existing CYI contract.</p> <p>(2) Ludovicki and Orange’s construction manager may not provide oversight responsibilities related to CYI if the team is awarded the CYI contract.</p> <p>The other team members do not have any conflicts of interest in regard to the CYI contract.</p>
04-65	(j), (w)	Raymond H. Ellis, AECOM Consult	<p>AECOM Consult may serve as Program Management Consultant (PMC) for the People’s Transportation Plan (PTP) as long as AECOM Consult does not supervise DMJM Harris or DMJM Spillis employees (who are not serving on the PMC team) on Transit projects related to the PTP.</p>
04-68	(j), (w)	Alvaro J. Piedrahita, P.E., Senior Vice President, H.J. Ross	<p>H.J. Ross and the other team members (Intercounty Labs, Rodolfo Ibarra, and Nova Consulting) may serve as the team to provide architectural and engineering services for Cargo Yard Improvements (CYI) at the Port of Miami as they do not have a conflict of interest in regard to the CYI contract. The scope of the team members’ prior work at the port; consisting of value analysis, training for port tenants, miscellaneous engineering work, and site engineering work, does not overlap with the scope of the CYI contract for architectural and engineering services. An overlap resulting in a conflict (disclosure of confidential information and impairment of contractor’s independent judgment) only exists if a contractor has overlapping responsibilities on different phases of the same project, or if there are overlapping roles or responsibilities between two related contracts.</p>
04-69	(j), (w)	David A. Wolfberg, A.I.A., Wolfberg, Alvarez & Partners	<p>Wolfberg, Alvarez &amp; Partners (WAP) and the other team members do not have a conflict of interest in regard to the Cruise Terminal Improvement (CTI) Project. Although WAP is sub-consulting for Tetra-Tech on the P&amp;O Ports contract, Wolfberg is providing miscellaneous port improvements for the P&amp;O Ports contract, Shaw Environmental is providing engineering services to CH2Mhill on a Cargo Yard Improvement Contract, and two Shaw employees did program management on the Seaport Redevelopment program, the scope of work of the team’s current and prior work does not overlap with the scope of the CTI contract.</p>

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04-72	(j), (w)	Ronald Freeland, Vice-President, Parsons Transportation Group	<p>Parsons Transportation (PT) may serve on the Program Management Consultant team for the People’s Transportation Plan under two (2) conditions:</p> <p>(1) PT may not provide management oversight on joint projects where PT is providing management oversight for another agency.</p> <p>(2) Transit or another team member must assume management responsibilities on those joint projects.</p> <p>These conditions must be met to prevent a conflict of interest resulting from overlapping responsibilities that would impair PT’s independent judgment in the performance of its duties for the County.</p>
04-90	(j), (w)	Adrian Gonzalez, Adrian Gonzalez & Associates	<p>Adrian Gonzalez &amp; Associates (AGA) may serve on the Program Management Consultant (PMC) team for the People’s Transportation Plan (PTP) under two (2) conditions:</p> <p>(1) AGA may not undertake any work related to the PTP for any other agency while simultaneously performing management responsibilities for Miami-Dade County.</p> <p>(2) Transit or another PMC team member must assume management responsibilities where an overlap between responsibilities may occur.</p> <p>These conditions must be met to prevent a conflict of interest resulting from overlapping responsibilities that would impair PT’s independent judgment in the performance of its duties for the County.</p>
04-91	(j), (w)	John Zegeer, Kittelson & Associates	<p>Kittelson &amp; Associates (KA) may serve on the Program Management Consultant (PMC) team for the People’s Transportation Plan (PTP) under two (2) conditions:</p> <p>(1) KA may not undertake any work related to the PTP for any other agency while simultaneously performing management responsibilities for Miami-Dade County.</p> <p>(2) Transit or another PMC team member must assume management responsibilities where an overlap between responsibilities may occur.</p> <p>These conditions must be met to prevent a conflict of interest resulting from overlapping responsibilities that would impair KA’s independent judgment in the performance of its duties for the County.</p>

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04-93	(j), (w)	Alexander A. Hockman, President, Intercounty Laboratories	<p>Intercounty Laboratories (IL) may serve on the Program Management Consultant (PMC) team for the People’s Transportation Plan (PTP) under two (2) conditions:</p> <p>(1) IL may not perform work on any Transit or Public Works projects related to the PTP under any other existing or pending county contracts.</p> <p>(2) Transit or another PMC team member must assume management responsibilities where an overlap between responsibilities may occur.</p> <p>These conditions must be met to prevent a conflict of interest resulting from overlapping responsibilities that would impair IL’s independent judgment in the performance of its duties for the Co.</p>
04-100	(j)	Juan Soto, President, Advance Consulting Engineering Services, Inc. (ACES)	<p>ACES may serve on the Program Management Consultant team for the People’s Transportation Plan (PTP) because ACES has no conflict of interest as a result of ACES having no overlapping responsibilities that would impair ACES’s independent judgment in the performance of its duties for the County. ACES has no overlapping responsibilities because it is not currently performing any work for the Miami-Dade Transit Agency and the scope of work for other projects does not overlap with PTP projects.</p>
04-114	(j), (w)	Gabino Cuevas, Chief Executive Officer, Cherokee Enterprises, Inc.	<p>Cherokee Enterprises, Inc. (CEI) may serve on the Program Management Consultant (PMC) team for the People’s Transportation Plan (PTP) as long as CEI does not work on any projects related to the PTP under other county contracts while serving as a member of the PMC team. This condition must be met to prevent a conflict of interest resulting from overlapping responsibilities that would impair CEI’s independent judgment in the performance of its duties for the Co.</p>
04-127	(j), (w)	Edgar Woolsair, State-Certified General Appraiser, Woolsair & Associates, Inc.	<p>Woolsair &amp; Associates, Inc. (WAI) may serve on the Program Management Consultant (PMC) team for the People’s Transportation Plan (PTP) under two (2) conditions:</p> <p>(1) WAI may not undertake any work related to the PTP for any other agency while simultaneously performing management responsibilities for Miami-Dade County.</p> <p>(2) Transit must assume management responsibilities where an overlap between responsibilities may occur.</p> <p>These conditions must be met to prevent a conflict of interest resulting from overlapping responsibilities that would impair WAI’s independent judgment in the performance of its duties for the County.</p>

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04-167	(j)	Wendy Wandyez, Engineering, Department of Water and Sewer (WASD)	WASD employees who work for the Engineering Division, Construction Section may not activate their contractor’s license with a company other than Miami-Dade County because they may then work with companies or suppliers over whom they have oversight responsibilities in their position as project managers for WASD. Therefore, the outside employment might impair the employees’ independent judgment and is prohibited by the Code.
04-171	(j)	Ronald Freeland, Vice- President, Parsons Transportation Group	Parsons Transportation may provide preliminary engineering services on the MIC/Earlington Heights extension of the Miami-Dade Metrorail because Parsons Transportation is not providing any services to the Miami-Dade Transit Agency and the design portion of the Tri-Rail relocation project should be completed prior to the commencement of this project. Parsons Transportation does not have any overlapping design responsibilities on the two projects since the right-of-way/track alignment and configuration for both the Tri-Rail relocation and the Earlington Heights Metrorail Connector have already been determined and coordinated between Tri-Rail, FDOT and MDT. The Transit Department must assume coordination responsibilities for the Earlington Heights extension if any further joint work or coordination is required between the Earlington Heights extension and the Tri-Rail MIC station during the term Parsons Transportation’s agreement to provide preliminary engineering services on the Earlington Heights extension.
04-173	(j)	Hendrik Van Leesten, Asset Management and Development Officer, General Services Administration	<p>In accordance with Section 2-11.1(j), Asset Manager and Development Officer of General Services Administration is permitted to operate Equity Investment Analysis because there is no conflict that “would impair his or her independence of judgment in the performance of his or her public duties” as long as he meets four (4) criteria:</p> <p>(1) Clients of Equity Investment Analysts, Inc. do not seek analysis or assistance with any properties or developments owned, leased, financed or sought by Miami-Dade County or any agency or instrumentality of Miami-Dade County.</p> <p>(2) He must submit a list of the clients and their projects to his Division Director on a quarterly basis in order to evaluate his client list for potential conflicts.</p> <p>(3) He may neither disclose any confidential information acquired as a result of his county employment, nor may he represent his clients before any county board or agency.</p> <p>(4) He must file his annual outside employment disclosure form.</p>

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04-186	(g), (h), (j)	Enrique Caballero, Real Estate Officer, New Markets Division of the Miami-Dade Housing Agency	A Real Estate officer in the New Markets Division of the Miami-Dade Housing Agency who only deals with County-owned property, is not prohibited from accepting an employment offer from a developer who participates in a County housing program which the officer is minimally involved with because the outside employment would entail only the research and sale of properties not owned or affiliated with the County. Therefore, the duties with the potential outside employment would not impair the County employee's independence in performing his official duties as long as he (1) does not use county resources or time in furtherance of the outside employment; (2) does not disclose confidential information acquired through his official capacity in the County; (3) does not use his official position to secure special benefits or privileges for his outside employer, unless otherwise permitted; (4) makes no representations or appearances before any County board or agency on behalf of the developer with regard to matters connected to his outside employment capacity. Department director approval, reporting of outside employment income, and filing of the required disclosure forms by July 1 <sup>st</sup> of each year with the Department of Elections are required for the real estate officer to accept the employment offer with a developer who is involved with the same county housing program as the officer.
05-09	(j)	Dennis Hynes, Public Works Department, Miami-Dade County	Real Estate Officer for the Public Works Department of Miami-Dade County is permitted to activate his real estate license and sell residential properties in Martin and St. Lucie counties. The Officer's outside employment does not compromise his judgment as long as he follows three (3) conditions:  (1) He may not have any clients that are involved in any transactions with Public Works or the Transit Department.  (2) He may not work with any buyers or sellers who are engaged in real estate transactions with Miami-Dade County.  (3) He must obtain permission from his department for the outside employment and must report his outside employment on an annual basis.

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05-15	(j)	Leland Salomon, Chief, Real Estate Development, General Services Administration	Chief of the General Services Administration, Real Estate Development Division is permitted to establish a realty advising limited liability company and advise private clients on real estate projects under three (3) conditions: (1) He may neither work with any clients who are engaged in any real-estate transaction with Miami-Dade County or any agency or instrumentality of Miami-Dade County (including leases, purchases, financing, joint developments and construction), nor any clients who are seeking action from the Planning Advisory Board or the Developmental Impact Committee. (2) He is prohibited from appearing before any county committee or meeting with county staff regarding any matter involving his private clients. (3) He should submit a list of the clients and their projects to the Department Director on a quarterly basis so that he may evaluate his client list for any potential conflicts.
05-28	(j)	Hendrik Van Leesten, TIF Coordinator, Office of Strategic Business Management	Tax Increment Financing (TIF) Coordinator for the Office of Strategic Business Management (OSBM) is permitted to work as a Real Estate Broker under three (3) conditions:  (1) The clients of his outside employment may not seek analysis or assistance with any properties or developments owned, leased, financed or sought by Miami-Dade County or municipalities within Miami-Dade County for Community Redevelopment Area (CRA) projects.  (2) He must submit a list of his clients and their projects on a quarterly basis to the OSBM Director so that she may evaluate his client list for any potential conflicts.  (3) He may not represent the clients of his outside employment before any county board or agency and he must report his outside employment on an annual basis.
05-38	(j)	Beverly Morrison, BM Consulting Services, Inc.	Subject to Sections 2-11.1(q) and 2-11.1(j), Beverly Morrison and BM Consulting Services, Inc. (BM) may contract with municipalities in Miami-Dade County, lobbyists, and current or potential vendors and contractors of Miami-Dade County or its municipalities as long as the person or entity was not a candidate, campaign manager, campaign treasurer or paid consultant in any campaign that is being audited by the Ethics Commission. However, the two year rule prohibits BM from contracting with or lobbying Miami-Dade County or one of its agencies or instrumentalities for two years following BM's resignation from the Ethics Commission since BM previously served as an investigator for the Ethics Commission and subsequently works as a consultant to the Ethics Commission Auditor.  Therefore, the Ethics Commission waived its policy prohibiting former employees from working for Miami-Dade County or any municipality within Miami-Dade County for a period of two years following their employment.

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05-95	(g), (k)	John Truex, Traffic Control Unit, Homestead Police Department	<p>A Homestead police officer is not prohibited from pursuing outside employment by working part-time for A-1 Redland Economy Towing Co, a company that is the sole contractor for towing services for the City of Homestead so long as the employee obtains his department director’s approval, a statement indicating his outside employment income, and all other reporting requirements that may apply.</p> <p>However, the employee shall refrain from being involved in matters involving his outside employer as they relate to citizens and the City of Homestead unless public safety is compromised. Additionally, the employee shall not attempt to influence others in the city that may have responsibilities for reviewing or administering matters involving his outside employer.</p> <p>Furthermore, the employee must refrain from the use of city resources or time in furtherance of his outside employment and from using his official position in order to obtain special privileges or exemptions for themselves or others.</p>
06-09	(j)	Ian Nestler, PGAL	<p>The PGAL team (PGAL and its fellow team members together and individually) may provide services under the North Terminal Area Improvements (NTAI) agreement as long as the scope of work on the NTAI contract does not overlap with any other projects where a PGAL team member is currently providing services. If the PGAL team is awarded the NTAI contract, PGAL must provide the Miami-Dade Aviation Department project manager and the Ethics Commission’s Executive Director with a written report regarding the PGAL team’s compliance with these restrictions on the PGAL team within ninety (90) days of the issuance of each task assignment or work order.</p> <p>PGAL and the PGAL team must meet these requirements in order to avoid having overlapping responsibilities that would impair their independent judgment in the performance of their duties for the County.</p>
06-10	(j)	Maria Gonzalez, Ideal Architectural Design	<p>The Ideal Architectural Design (IAD) team (IAD and its fellow team members together and individually) may provide services under the North Terminal Area Improvements (NTAI) agreement because IAD and its team members are not currently providing any services related to the North Terminal development. If the IAD team is awarded the NTAI contract, IAD must provide the Miami-Dade Aviation Department project manager and the Ethics Commission’s Executive Director with a written report regarding the IAD team’s compliance with these restrictions within ninety (90) days of the issuance of each task assignment or work order.</p> <p>IAD and the IAD team must meet these requirements in order to avoid having overlapping responsibilities that would impair their independent judgment in the performance of their duties for the County.</p>



**2-11.1 (j) & (k)**  
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06-11	(j)	Roberto Smith, MGE Architects	<p>The MGE team (MGE Architects and its fellow team members together and individually) may provide services under the North Terminal Area Improvements (NTAI) agreement because the MGE team’s prior work and current services should not overlap with the scope of services under the NTAI contract. If the MGE team is awarded the contract, MGE Architects must provide the Miami-Dade Aviation Department projects manager and the Ethics Commission’s Executive Director with a written report regarding the MGE team’s compliance with these restrictions within ninety (90) days of the issuance of each task assignment or work order.</p> <p>MGE Architects and the MGE team must meet these requirements in order to avoid having overlapping responsibilities that would impair their independent judgment in the performance of their duties for the County.</p>
06-12	(j)	Greer Manne, The Russell Partnership	<p>The Russell team (The Russell Partnership and its fellow team members together and individually) may provide services under the North Terminal Area Improvements (NTAI) agreement because The Russell Partnership and its team members are not currently providing any services related to the North Terminal development. If the Russell team is awarded the NTAI contract, the Russell Partnership must provide the Miami-Dade Aviation Department project manager and the Ethics Commission’s Executive Director with a written report regarding the Russell team’s compliance with these restrictions within ninety (90) days of the issuance of each task assignment or work order.</p> <p>The Russell Partnership and the Russell team must meet these requirements in order to avoid having overlapping responsibilities that would impair their independent judgment in the performance of their duties for the County.</p>
06-13	(j)	Daniel Garcia, Red Design Group	<p>The Red Design Group (RDG) team (Red Design Group and its fellow team members together and individually) may provide services under the North Terminal Area Improvements (NTAI) agreement as long as the scope of services does not overlap with any project review or design services being provided by any team member. If the RDG team is awarded the NTAI contract, RDG must provide the Miami-Dade Aviation Department project manager and the Ethics Commission’s Executive Director with a written report regarding the RDG team’s compliance with these restrictions within ninety (90) days of the issuance of each task assignment or work order.</p> <p>Red Design Group and the RDG team must meet these requirements in order to avoid having overlapping responsibilities that would impair their independent judgment in the performance of their duties for the County.</p>

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06-15	(j)	Daphne Gurri, Gurri Matute and Associates	<p>The Gurri Matute and Associates (GMA) team may provide services under the North Terminal Area Improvements (NTAI) agreement as long as the scope of services does not overlap with any work currently being done by GMA or any of GMA's other team members on the NTAI contract. If the GMA team is awarded the contract, GMA must provide the Miami-Dade Aviation Department project manager and the Ethics Commission's Executive Director with a written report regarding the GMA team's compliance with these restrictions within ninety (90) days of the issuance of each task assignment or work order. GMA and the GMA team must meet these requirements in order to avoid having overlapping responsibilities that would impair their independent judgment in the performance of their duties for the County.</p>
06-19	(j)	Xiomara Rodriguez, Brown and Brown Architects	<p>The Brown and Brown Architects (B&amp;B) team may provide services under the North Terminal Area Improvements (NTAI) agreement as long as the scope of services does not overlap with any work currently being done by B&amp;B or any of B&amp;B's other team members on the NTAI contract. If the B&amp;B team is awarded the contract, B&amp;B must provide the Miami-Dade Aviation Department project manager and the Ethics Commission's Executive Director with a written report regarding the B&amp;B team's compliance with these restrictions within ninety (90) days of the issuance of each task assignment or work order.</p> <p>B&amp;B and the B&amp;B team must meet these requirements in order to avoid having overlapping responsibilities that would impair their independent judgment in the performance of their duties for the County.</p>
06-21	(j)	Alberto Argudin, ADA Engineering, Inc.	<p>ADA Engineering, Inc. (ADA) may provide services under the North Terminal Area Improvements (NTAI) contract because the scope of services will not overlap with ADA's prior work. ADA's previous work consisted of providing civil engineering services as a sub-consultant to Rodriguez, Quiroga and Associates, and preparing the Storm Water Pollution Prevention Plan. If ADA is awarded the contract, ADA must provide the Miami-Dade Aviation Department project manager and the Ethics Commission's Executive Director with a written report regarding ADA's compliance with these restrictions within ninety (90) days of the issuance of each task assignment or work order.</p> <p>ADA must meet these requirements in order to avoid having overlapping responsibilities that would impair ADA's independent judgment in the performance of its duties for the County.</p>

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06-22	(j)	Aida Albaisa, Donnell, Duquesne and Albaisa, P.A.	<p>Donnell, Duquesne, and Albaisa, P.A. (DDA) may provide services under the North Terminal Area Improvements (NTAI) contract because the scope of services will not overlap with DDA’s prior work. DDA’s previous work consisted of providing structural engineering services on the BC Infill Interior Finishout, the BC Infill Shell, and the CD Shell; providing design and construction services for the D Extension Building Shell and Apron; and providing design services for the Regional Commuter Facility. If DDA is awarded the contract, DDA must provide the Miami-Dade Aviation Department project manager and the Ethics Commission’s Executive Director with a written report regarding DDA’s compliance with these restrictions within ninety (90) days of the issuance of each task assignment or work order.</p> <p>DDA must meet these requirements in order to avoid having overlapping responsibilities that would impair DDA’s independent judgment in the performance of its duties for the County.</p>
06-23	(j)	Fraga Engineers	<p>Fraga Engineers (FE) may provide services under the North Terminal Area Improvements (NTAI) contract as long as the scope of services does not overlap with the bidding and contract administration services being provided by FE. If FE is awarded the NTAI contract, FE must provide the Miami-Dade Aviation Department project manager and the Ethics Commission’s Executive Director with a written report regarding FE’s compliance with these restrictions within ninety (90) days of the issuance of each task assignment or work order.</p> <p>FE must meet these requirements in order to avoid having overlapping responsibilities that would impair FE’s independent judgment in the performance of its duties for the County.</p>
06-27	(j)	Silvia Unzueta, Director, Office of Community and Economic Development (OCED)	<p>Hilda P. Hall may simultaneously serve as Incubator Manager for the Carrie Meek Center (CMC) and President/CEO of the Martin Luther King Economic Development Corporation (MLKEDCO). Hall may be compensated by OCED for serving as President/CEO of MLKEDCO because Hall’s duties as President/CEO of MLKEDCO do not conflict with her duties as Incubator Manager for the CMC due to the fact that Hall is not paid out of the OCED funds that the CMC receives. Hall may perform in both capacities because the duties of the jobs are not related and the performance of one job will not affect her independence of judgment in performing her public duties in the other. The Conflict of Interest ordinance does not prohibit MLKEDCO from paying Hall’s salary with grant funds even though Hall is affiliated with another grant recipient.</p>
06-48	(k)	Rosie Caraballo, Administrative Secretary, Department of Water and Sewer	<p>A WASD County employee need not report her income as a result of her fifteen-year ownership and rental of a duplex to persons other than County employees because the rental of a single piece of residential property or a duplex does not constitute outside employment.</p>

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06-52	(d), (k), (v)	John Dixon, Metro-Miami Action Plan	<p>The Metro-Miami Action Plan (MMAP) is not prohibited from awarding a training contract to the Florida Martin Luther King Institute for Non-Violence (Institute), a private non-profit organization that provides training to various groups and youth organizations on non-violent alternatives to dispute resolutions, when the MMAP Chairperson concurrently serves as Executive Director for the Institute because (d)'s restriction on contracting does not extend to contracts between the county and non-profit organizations.</p> <p>Although the Institute would receive an administrative fee as a result of the contract with MMAP, the contract between them is permitted so long as the Chairperson refrains from voting on any matter involving the Institute and does not receive any salary or compensation from the Institute from any funds provided under the MMAP contract.</p>
06-57	(k)	Lakeisha Brown, Department of Water and Sewer	<p>Married County employees are required to file separate outside employment forms when they own and rent property together and should each report the total amount of income received from all jointly owned property.</p>
07-09	(j)	Mark Schmidt, Wiss, Janey, Elstner and Associates (WJE)	<p>WJE may employ a sub-contractor to perform work during Phase 1 of the project and use the same sub-contractor during the construction phase. In accordance with Section 2-11.1(j), continuation of prior work or work on a later phase of the same project does not constitute a conflict of interest that would impair a contractor's independence of judgment in performance of its duties for the County.</p>
07-10	(d), (j)	Myron Rosner, City Commissioner, City of North Miami Beach	<p>City Commissioner should recuse himself from voting on &amp; engaging in discussions to grant Community Redevelopment Agency (CRA) funds to individual construction projects if he is bidding on these projects later as a general contractor or if he &amp; the CRA petitioner have a current contractual relationship. In the City Commissioner's capacity as a general contractor, he should not bid on construction projects if the specific project is being funded in whole or part with CRA money &amp; he voted as a CRA board member to fund the project with CRA dollars. Under Section 2-11.1(d), the commissioner is prohibited from voting on &amp; engaging in discussions presented by those individuals under contract with him, &amp; prohibited from profiting or benefiting, directly or indirectly, through CRA board decisions. Under Section 2-11.1(j), the city commissioner's independence of judgment could be compromised if he anticipated that CRA funds would benefit his construction business, for which he is a general contractor.</p>

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07-11	(j)	Walter Harvey, Ruden McCloskey P.A.	The Early Learning Coalition may retain the services of Layzer to provide the contemplated services under the Invitation to Negotiate (ITN) for a Quality Rating Improvement System (QRIS). The services contained in the ITN are a continuation of the services provided by Layzer to the Children’s Trust under Layzer’s agreement as a subcontractor to ABT, who contracted with the Children’s Trust to finalize the elements of the QRIS. Layzer may serve as a sub-consultant for the Early Learning Coalition on the QRIS because the scope of services contemplated under the ITN implements the Trust’s prior work on the QRIS and does not conflict with the services that Layzer is providing to the Children’s Trust. Layzer would not be in violation of section 2-11.1(j) because Layzer would not have overlapping duties that would impair its independent judgment in the performance of its responsibilities to the County.
07-24	(k)	Theresa Masson, Department of Consumer Services	County employee who is also an employee of a private corporation or is eligible to receive a salary from the private corporation as a result of her services to the corporation, must disclose activity as outside employment, even if she earned no salary in a particular year.
07-36	(g), (h), (j)	Cecilia Brewer-McDuffie, Chief, Human Resources, Miami-Dade Co. Water & Sewer Department (WASD)	WASD training manager may consult as a training expert with the Town of Golden Beach, under the following requirements:  (1) The WASD training manager may not use County resources for her outside employment or receive additional compensation from outside employment for work otherwise required to be done on behalf of the County. (2) The WASD training manager may not disclose confidential information. (3) The outside employment must not impair the WASD training manager’s judgment, and it should not because she does not have oversight responsibilities involving the Town of Golden Beach. (4) The WASD training manager must obtain permission from her supervisors and disclose income from outside employment annually.
07-38	(j)	Ken Kistner, Policy Coordinator, South Florida Workforce	The firm of Alberni, Caballero, and Castellanos (ACC) is prohibited from providing external auditing services to South Florida Workforce (SFW) under Sections 2-11.1(n) and (j) of the Ethics Code. Section 2-11.1(n) prohibits a person from taking official action when his or her financial interests are involved. Caballero, a partner of ACC, will benefit financially from any auditing contract between SFW and ACC because Caballero is an officer with a controlling financial interest in one of the agencies that is a sub-grantee of federal training funds received by SFW. Also, under Section 2-11.1(j), ACC’s independence of judgment in performance of ACC’s public duties would be compromised by Caballero’s role as an officer in an agency that receives funding from SFW and whose funding will be reviewed as a part of the audit.  ACC is prohibited from providing external auditing services to SFW because a partner will have to take official action where his

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			financial interest are involved and because the firm’s independence of judgment will be compromised by viewing the financial records and programs of an agency in which a partner has a financial interest.
07-43	(j), (v)	Luisa Millan-Donovan, Chief, Professional Contracts Division, Office of Capital Improvements	<p>This opinion covers four contracts for providing upgrades to Water and Wastewater Treatment Plans. There is an individual opinion for each contract below:</p> <p>(1) The MWH Americas team, including Milian, Swain and Associates (MSA) and Cardozo Engineering (Cardozo), may perform services related to upgrades to the Central District Wastewater Treatment (CDWT) Facility. Cardozo is prohibited from performing any permitting and compliance tasks as a subconsultant under the Wastewater Treatment Facilities Plan Update that concerns replacement and rehabilitation of the CDWT Plant because this would amount to overlapping responsibilities. MSA, CDM and MWH must monitor all assignments to ensure that there is no overlap in responsibilities since MSA is serving as a subconsultant on the Water Facilities Master Plan Update (WFMPU), so there is still a risk of overlapping responsibilities.</p> <p>(2) Brown and Caldwell may serve as the Prime Consultant on the North District Wastewater Treatment Plant (NDWTP) contract. They may not perform any services related to the NDWTP in its capacity as a subconsultant on the WFMPU if the firm is awarded the contract because this would cause a conflict of interest due to overlapping roles. CES Consultants is prohibited from performing any regulatory &amp; permitting work related to the NDWTP in its capacity as a subconsultant.</p> <p>(3) CH2mHill may serve as Prime Consultant on the South District Wastewater (SDW) Treatment Plant Upgrades. Cardozo may also serve as a subconsultant on the SDW Facilities Plan Update. Cardozo is prohibited from performing any duties related to the SDW Facility in its capacity as a subconsultant on the WFMPU because this would amount to Cardozo having overlapping responsibilities. CDM and the Department of Water and Sewer (WASD) must monitor all assignments to ensure that there is no overlap in responsibilities since CH2MHill is serving as a subconsultant on the WFMPU, so there is still a risk of overlap.</p> <p>(4) CDM may serve as Prime Consultant for the Alexander Orr Water Treatment Plant (AOWTP) if WASD staff performs any work related to prioritization, scheduling, or recommendations regarding upgrades to the AOWTP that will be incorporated into the WFMPU. WASD must monitor all assignments under the AOWTP upgrades to ensure that there are no overlapping assignments. CDM may not perform overlapping roles. The recommended firms may serve subject to aforementioned restrictions. All firms included in these restrictions must provide the Commission with a quarterly report (following the Notice To Proceed) of all work orders issued under their respective contracts.</p>

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08-12	(j)	Timothy Ryan, Director, Department of Corrections and Rehabilitation	Dr. Hernandez is permitted to serve as Executive Director of Agape and as Commander of the Chaplaincy Bureau. Dr. Hernandez's duties as Executive Director of Agape should not impair his independence of judgment in the performance of his public duties for the department of corrections. Serving as Director of Agape and South Florida Jail Ministries will require Dr. Hernandez to supervise Agape staff conducting inmate counseling and working with children of inmates. This supervisory role should not impair Dr. Hernandez's judgment in performing his administrative role as Commander of the Chaplaincy Bureau.
08-29	(c), (d), (k), (v)	Daniel Weiss, Tannebaum Weiss on behalf of Orlando J. Diez	<p>A City of Miami construction manager working for the City's Capital Improvements and Transportation Department is not prohibited from concurrently engaging in outside employment as the owner of a construction company and as a Miami-Dade County Code Enforcement hearing officer.</p> <p>However, in order to avoid conflicts between his private interests and the performance of his public duties, a certified general contractor shall be hired to handle day-to-day operations of the private construction company and the Co. employee shall refrain from voting as a hearing officer if he would be directly affected by the action of the board and if he has any of the following relationships with any person or entity appearing before the board – officer, director, partner, of counsel, consultant, employee, fiduciary, beneficiary, stockholder, bondholder, debtor, or creditor. Additionally, neither the construction company nor its subcontractors may apply or be issued building permits in the City of Miami for any projects associated with the company. Furthermore, the company is prohibited from providing services to any clients or contracting with any subcontractors that either currently engage in construction for the City of Miami, or may reasonably be anticipated to do so.</p> <p>The employee must file the required forms pursuant to (k) indicating his supervisors' approval and his outside employment income, along with a list of all the company's projects, subcontractors, and clients worldwide to be submitted by July 1<sup>st</sup> of each year to the City of Miami attorney's office and the Miami-Dade Commission on Ethics for review. Lastly, the employee is limited to conducting business to weeknights and weekends for the construction company and from using governmental resources to conduct his outside employment.</p>
08-36	(i), (k)	David C. Weston, Fire Inspector	<p>If a Co. employee is not employed by a private corporation and/or is not eligible to receive a salary from the corporation, he is not engaged in outside employment and does not need to file outside employment forms.</p> <p>Fire inspector who is a 16.667% shareholder in a corporation but whose relationship with the corporation is solely as an investor.</p>

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08-45	(d), (g), (h), (j), (k), (p)	Jorge M. Gonzalez, City Manager, City of Miami Beach	<p>A City of Miami Beach consultant on capital construction projects may continue his outside employment as owner of a private construction company as long as, his private company does not contract with the City, does not engage in any work within the city limits of the City, its subcontractors will not apply for, nor be issued, building permits in the City for any projects associated with the company, will not have any business relationships with any vendors engaged in construction for the City or reasonably anticipated to engage in construction for the City, regardless of where the private construction project is expected to take place. Also, a list of all the company's projects, subcontractors and clients worldwide is to be submitted July 1<sup>st</sup> of each year to City attorney's office and COE for review, the employee must not use any government resources to conduct business for his company and must limit conducting business for it, after government hours only.</p> <p>Government employees who are eligible to receive compensation for work performed for outside employers are considered to be engaged in outside employment, regardless of whether they are accepting a salary for work performed.</p>
09-16	(d), (g), (j)	Crisobal Aguirre, HazMat IQ	<p>This opinion addressed several issues; however, this summary only addresses the issue regarding Section 2-11.1(j) of the Ethics Code.</p> <p>HazMat Instructor has no conflicts of interest when he is engaged in outside employment as a trainer through his privately owned company because, in his capacity as a Miami-Dade County firefighter, he does not currently train county employees, he does not use county equipment or county time to engage in private training, and he does not compete with the county for training dollars.</p>
09-23	(j)	Lee Casey, Senior Division Director, Department of Solid Waste Management	<p>Malcolm Pirnie, Inc., a wholly owned subsidiary of Arcadis Corporation, may not perform any bond engineering services related to the Munisport Landfill as long as Arcadis Corporation is responsible for creating and implementing the remediation plan on behalf of the City of North Miami. Malcolm Pirnie, Inc.'s independence of judgment in making decisions would be compromised by Arcadis Corporation's acquisition of Malcolm Pirnie, Inc. Malcolm Pirnie, Inc. may not conduct inspections, approve payments or perform any services regarding the Munisport Landfill.</p>



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09-28	(h), (k)	Douglas Pile, Intergovernmental Affairs Unit, Department of Water and Sewer	An employee of WASD is not prohibited from serving as a political consultant for state and federal legislative and judicial candidates and representing political action committees and community organizations as part of outside employment, so long as the employee does not work with a candidate in any municipality where WASD has a current or pending agreement (because he might be induced to disclose confidential information acquired as a result of his position) and he does not appear before any Co. personnel, boards or agencies on behalf of his private clients. Further, the employee must request an opinion from the COE prior to working with any municipal candidate in the Co. and a list of his clients must be submitted to his Division Director on a quarterly basis to be evaluated for any potential conflicts.
10-01	(j), (k)	Steve Chayt, Chief; Facilities Maintenance; Infrastructure, Engineering and Maintenance Division	Bermudez, an elevator contract specialist, may perform outside employment as an elevator inspector, but he may not perform inspections on work done by vendors that he supervises in his public capacity. Bermudez would be impaired in his independence of judgment in his public duties if he was evaluating work by the same companies in both capacities. The Transit Dept. must monitor Bermudez's activities to ensure that he does not compete with vendors he supervises in his private capacity. Bermudez's certification permits his private firm to conduct elevator maintenance work, so Bermudez must submit semi-annual reports to Transit and the Ethics Commission of all of his inspections. Bermudez must also submit requests to Transit and the Ethics Commission prior to submitting bids on any contracts for elevator maintenance and repair work. Bermudez must adhere to the previously stated conditions and submit the required reports to Transit and the Ethics Commission so that his compliance with these restrictions can be monitored.
10-03	(g), (j), (k)	Ian Moffett, Director, T.A.M.E., INC.	Ian Moffett, City of Miami Police Major in the Miami Police Training Dept., may engage in outside employment with T.A.M.E., INC., a privately owned company that provides training for law enforcement and related personnel, subject to the approval of his department supervisors and the following restrictions: (1) T.A.M.E., INC. is prohibited from providing services within the City of Miami jurisdiction. (2) Moffett will conduct all business for T.A.M.E., INC., during vacation time and days off, when he is not working for the City of Miami. (3) Moffett will never use government resources to conduct outside employment. Government resources include, but are not limited to, government-purchased supplies and equipment, government services, such as secretarial services, and teaching resources developed by Moffett while on City time. (4) Moffett will not use his official position to secure special benefits or privileges for T.A.M.E., INC.

**2-11.1 (j) & (k)**  
**OUTSIDE/CONFLICTING EMPLOYMENT**  
**RQO SUMMARY**

10-04	(d), (k)	Dr. Larry Capp, Executive Director, Office of Community Advocacy	<p>A staff psychologist for the Miami-Dade Police Dept. is not prohibited from performing outside employment as an expert for the Eleventh Judicial Circuit because it would not compromise his independence of judgment in his Co. employment.</p> <p>(d)—because the Administrative Office of the Courts is not a County agency, (d) does not prohibit employee from contractive with the AOC to provide expert services.</p>
11-15	(j), (k), (q)	Douglas Pile, Esq.; New Business Division; Department of Water and Sewer	<p>Douglas Pile may serve as a Political Consultant for Municipal Candidates in his new position with the New Business Division (NBD) of WASD. Pile may also serve as a consultant to Municipal Political Committees as long as the committees are not primarily comprised of or financed by developers with whom Pile is currently negotiating agreements in his position with the NBD. Pile is prohibited from being a political consultant for principals of developers with whom Pile is drafting agreements for two years after Pile and the principals of developers have concluded negotiations. Pile must continue to provide quarterly reports of clients to the dept. for which he works so that the department may monitor any potential conflict. Pile must also continue to file an annual outside employment disclosure form.</p>
11-30	(j), (k), (m)	Zafar Ahmed, GIS Database Asset Manager, Miami-Dade Parks Department	<p>Zafar Ahmed may serve as the Geographic Information System Asset Manager for the Miami-Dade Parks Dept. while having outside employment as a consultant to private developers of affordable housing without having his independence of judgment impaired in the performance of his duties to the Co., under the following requirements: (1) Ahmed may not work as a private consultant with developers of affordable housing who also receive assistance from Ahmed in his capacity as a Co. employee. (2) Ahmed may not work as a consultant for any firm seeking a grant or technical assistance from the Parks and Recreation Dept. as part of upcoming housing initiatives. (3) Ahmed must submit a list of private clients to his dept. supervisor annually for evaluation as to any potential conflicts. (4) Ahmed may not meet with Co. staff regarding funding for developers of affordable housing.</p>
12-07	(j)	Kenneth C. McCoy, ISD Risk Management Division	<p>McCoy's outside employment as risk management consultant is not likely to conflict with his duties to the Co. as a liability claims adjuster; however, regardless of this opinion, it is ultimately the decision of McCoy's supervisors as to whether McCoy has permission to engage in outside employment. The other required limitations to the scope of McCoy's outside employment are listed below: (1) McCoy's private clients may not have any interests directly or indirectly adverse to the Co. (2) McCoy may not have any private clients that partially control, own or maintain Co. property. (3) It is recommended that if McCoy's supervisors grant him permission to engage in outside employment, he provide the names of all of his private clients to his supervisors.</p>

**2-11.1 (j) & (k)**  
**OUTSIDE/CONFLICTING EMPLOYMENT**  
**RQO SUMMARY**

12-11	(g), (j)	Linda Weber, Real Estate Officer, Real Estate Development Division, Miami-Dade Co. Internal Services Dept.	Co. real estate officers should not be permitted to engage in outside employment as private real estate agents because this type of outside employment is likely to impair an officer's independence of judgment in the performance of the officer's duties to the Co., and may, in some cases, result in the exploitation of the officer's official position. Outside employment as private real estate agents is prohibited for Co. real estate officers because Co. real estate officers are granted a high level of autonomy to conduct Co. business, and it would be difficult to monitor the amount of time real estate officers spent on their private clients during the course of a Co. work day. Therefore, real estate officers will continue to be required to place their real estate licenses on inactive status while serving as Co. real estate officers.
14-03	(k)	Gilma Diaz-Greco, Staff Attorney Miami-Dade Commission on Ethics & Public Trust	Service in the reserve United States Armed Forces is not considered outside employment, under Section 2-11.1(k) of the Co. Ethics Code. It seems clear that because reserve or active military service cannot be denied by a public employer, it should not be considered outside employment. Employee must disclose any income earned through military service on his or her financial disclosure form annually.
15-01	(k)	Valerie Sandoval, Personnel Specialist 3 Human Resources Division, Miami-Dade Co. Public Works & Waste Management	A Co. employee who serves as a volunteer foster parent for one to five children (including the foster parent's own children) is not engaging in outside employment because payment is de minimus and intended to go towards the caring of the foster children.