
INQ 16-39 Graves

From: Diaz-Greco, Gilma M. (COE)

Sent: Friday, February 12, 2016 3:17 PM

To: Graves, Eric L. (COM) <egraves@miamidade.gov>

Subject: Eric Graves, 311 Call Specialist, MDC Communications Dept. Limitations on Contracting with the County- INQ 16-39

Dear Mr. Graves:

Attached is the Limitations on Doing Business with the County Ethics Opinion letter. Please note that it indicates that E&J Party Rental LLC may enter into contracts with Miami-Dade County but not with the Miami-Dade County Communications Department.

You may print this letter and submit it to the Procurement Department. I will send you the original letter via regular mail.

Please contact me if you have further questions.

Sincerely,

Gilma (Mimi) Diaz-Greco
Staff Attorney



Miami-Dade Commission on Ethics and Public Trust
19 W. Flagler Street, Suite 820
Miami, FL 33130
Tel: (305) 579-2594
Fax: (305) 579-0273
gdiazgr@miamidade.gov
www.facebook.com/MiamiDadeEthics

MIAMI-DADE COMMISSION ON ETHICS AND PUBLIC TRUST

COMMISSIONERS

Nelson Bellido, CHAIRMAN
Judge Lawrence Schwartz, VICE CHAIR
Juan Carlos Bermudez
Judith Bernier
Marcia Narine



EXECUTIVE STAFF

Joseph M. Centorino
EXECUTIVE DIRECTOR
GENERAL COUNSEL
Michael P. Murawski
ADVOCATE
Miriam S. Ramos
DEPUTY GENERAL COUNSEL

Via First Class Mail
and email at: egraves@miamidade.gov

February 12, 2016

Eric Graves
3010 NW 92nd Street
Miami, FL 33147

*Please submit this letter to
the Procurement
Department. The Ethics
Commission does not submit
this letter on your behalf*

Re: INQ 16-39, Limitations on Doing Business with the County

Dear Mr. Graves:

E&J Party Rental, LLC (E&J) may enter into contracts with Miami-Dade County but not with the Miami-Dade Communications Department.

This opinion is based on the following facts and legal analysis:

On February 2, 2016, you asked about limitations in doing business with the County through your privately owned company E&J. You are employed as a 311 Call Specialist working in the 311 Call Center of the Miami-Dade Communications Department.

OUTSIDE EMPLOYMENT

Work conducted for your privately owned company constitutes outside employment. The Ethics Code prohibits County employees from engaging in conflicting outside employment. You will be required to obtain permission to engage in outside employment annually from your supervisor and file related financial disclosure forms every year. Conflicting employment is sometimes created when a County employee comes in contact with the same or similar people or entities in both his

outside employment and in his County job or when he uses the same or similar resources in his outside employment as he uses in his County work. *See* the County Code at Secs. 2-11.1 (g) and (j).

Please note that this letter does not grant you permission to engage in outside employment. You must obtain permission to engage in outside employment annually from your supervisor and file related financial disclosure forms every year.

CONTRACTING WITH THE COUNTY

Once you have been granted permission to engage in outside employment, you may enter into a County contract through your privately owned company, E&J, as long as the contract does not interfere with the full and faithful discharge of your duties to the County. *See* the County Ethics Code at Secs. 2-11.1 (c)(2) and (d).

This includes the condition that you may not participate in determining the contract requirements or in awarding the contract. Additionally, none of your job responsibilities and job descriptions may require you to be involved in the contract in any way including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination or forbearance. Finally, you may **not** work in any County department that would enforce, oversee or administer this contract. Consequently, E&J may not enter into contracts with the Miami-Dade Communications Department.

LOBBYING

Additionally, you may not lobby the County. In this case, you may not contact anyone within the County in an attempt to influence a decision about the contract you are seeking. *See* the County Ethics Code at Sec. 2-11.1 (m)(1).

This opinion construes the Miami-Dade County Ethics Code as it applies to County employee-vendors at Secs. 2-11.1 (c)(1) and (m)(1) only. It is not applicable to any conflicts under other sections of the County Code or to issues related to state or federal laws.

If any of the facts you have presented change or if you have further questions, please feel free to contact me at 305 350-0638.

Sincerely,



Gilma Diaz-Greco
Staff Attorney

INQ 16-39
Graves

INQ 16-39

County Employees Wishing to Register as County Vendors

Please submit the following information by mail, fax, **or** email to—

Gilma Diaz-Greco, Staff Attorney
The Commission on Ethics & Public Trust
19 West Flagler St., Suite 820
Miami, FL 33130

Phone: (305) 350-0638
Fax: (305) 579-0273
Email: gdiazgr@miamidade.gov

Employee's Name	Eric Graves
Employee's Dept.	Miami Dade 311-Communications Dept
Employee's Title	311 Call Specialist - MDC Communications Dept
Business Name	EJ Party Rental LLC
Type of Business	Entertainment - bounce houses, tents, chairs
Employee's Mailing Address	3010 N.W. 92nd Street Miami, FL 33147
Employee's Daytime Phone	786-239-5360
Employee's Preferred Email	egraves@miamidade.gov
Immediate Family Members	County Vendor - African Culture Arts Center (Please list the names, titles, and departments of any immediate family members currently employed by Miami-Dade Co.)

The Miami-Dade County Conflict of Interest & Code of Ethics at § 2-11.1 (c)(2) allows County employees to contract with the County in certain circumstances and if the following criteria are met. Please confirm that you will meet all of these criteria:

1. Entering into a contract with the County will not interfere with the full and faithful discharge of my duties to the County.
2. I will not participate in determining the contract requirements.
3. I will not participate in awarding the contract.
4. My job responsibilities and job description will not require me to be involved in the contract in any way including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination, or forbearance.
5. I will not be working in the County department that enforces, oversees, or administers the contract.

I have read these requirements and pledge to abide by them.

Eric Graves
Signature

2/2/2014
Date

Your ethics opinion will be sent to you by first class mail and email, unless you request another type of delivery.
COE 11/2013

Spouse works for School board - no funds.

2015 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L14000111158

Entity Name: EJ'S PARTY RENTAL, LLC

Current Principal Place of Business:

14160 SW 107 CT
MIAMI, FL 33176

Current Mailing Address:

14160 SW 107 CT
MIAMI, FL 33176

FEI Number: 47-1388314

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

GRAVES, SABRINA L
14160 SW 107 CT
MIAMI, FL 33176 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name GRAVES, ERIC L SR
Address 14160 SW 107 CT
City-State-Zip: MIAMI FL 33176

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ERIC GRAVES

MANAGER

04/30/2015

Electronic Signature of Signing Authorized Person(s) Detail

Date