



Via First Class Mail
and
email at kcjurneyjr@mdpd.com

ETHICS COMMISSIONERS

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ARDYTH WALKER
STAFF GENERAL COUNSEL

November 29, 2011

Detective Kent C. Journey, Jr.
Miami-Dade County Police Department
10800 SW 211th St.
Cutler Bay, FL 33189-2805

Re: RQO 11-29

Prohibition on Contracting with the County under RFP No. 781
See Miami-Dade County Ethics Code at Secs. 2-11.1 (c)(2) and (c)(4)

Dear Detective Journey:

In a public meeting today, the Miami-Dade Ethics Commission found that your stepmother, Martha Journey, may not contract with the County under RFP No. 781.

The County Code at Sec. 2-11.1 (c)(2) does not allow immediate family members of County employees, including stepparents, to contract with the department that employs their relative.

In your case, your stepmother, Martha Journey, owns JURNEY & ASSOCIATES, INC., and you are employed by the Miami-Dade County Police Department. Therefore, JURNEY & ASSOCIATES, INC., is prohibited from contracting with the County if the Police Department will administer the contract. Under Article 14 of RFP No. 781, the Police Department and the Corrections & Rehabilitation Department have been given broad authority to administer the contract.

You may seek a waiver of this ethics opinion from the Board of County Commissioners by filing a Notice of Appeal to the Ethics Commission within ten days of receipt of this opinion.

Although some Ethics Commissioners voiced concerns about the limitations of the standard of review associated with the waiver provision at Sec. 2-11.1 (c)(4), an appeal of this opinion may only be granted if two-thirds of the Board of County Commissioners agree after a public hearing that—

- 1) entering into the contract would not interfere with the full and faithful discharge by the employee of his or her duties to the County,
- 2) the employee has not participated in determining the subject contract requirements or awarding the contract,
- 3) the employee's job responsibilities and job description will not require him or her to be involved in the contract in any way including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination or forbearance, and

- 4) the employee does not work in the County department that will enforce, oversee or administer the subject contract.

This opinion construes the Miami-Dade Conflict of Interest and Code of Ethics Ordinance only and is not applicable to any conflict under state law. Inquiries regarding possible conflicts under state law should be directed to the State of Florida Commission on Ethics.

Please feel free to contact me or Victoria Frigo, Staff Attorney, if we can be of further assistance.

Sincerely,



JOSEPH CENTORINO
Executive Director

Copies:

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