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March 26, 2013

Michelle Fletcher and Randy Mosley
Randy's Barbeque & Catering Services, LLC
11110 SW 196th St., Apt. A-403
Cutler Bay, FL 33157

Re: INQ 13-79, Limitations on Doing Business with the County

Dear Ms. Fletcher and Mr. Mosley:

Randy's Barbeque & Catering Services, LLC, may enter into contracts with Miami-Dade County but not with the Miami-Dade County Corrections & Rehabilitation Department and not with the Parks & Recreation Department.

Once Mr. Mosley retires from the Corrections Department, Randy's Barbeque & Catering Services, LLC, may enter into contracts with the Corrections Department, but Mr. Mosley will not be allowed to lobby the County for the contract or for any other reason during the two years following his retirement.

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

Randy Mosley and Michelle Fletcher are seeking to do business with the County through their privately owned company, Randy's Barbeque & Catering Services, LLC. Randy Mosley is currently employed as a correctional officer in the Miami-Dade County Corrections & Rehabilitation Department. Michelle Fletcher is employed as a Park Manager with the Miami-Dade County Parks & Recreation Department. Neither has any immediate family members working for the County.

OUTSIDE EMPLOYMENT

Ms. Fletcher stated that she is currently seeking permission to engage in outside employment to manage the catering company. Mr. Mosley has not sought permission to engage in outside employment because he does not plan to work in the catering business until his retirement this fall.

Conflicting employment is sometimes created when a County employee comes in contact with the same or similar people or entities in both her outside employment and in her County job or when she uses the same or similar resources in her outside employment as she uses in her County work. See the County Code at Secs. 2-11.1 (g) and (j).

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

If Ms. Fletcher is granted permission to engage in outside employment, she and Mr. Mosley may enter into a County contract through their privately owned company, Randy's Barbeque & Catering Services, LLC, as long as the contract does not interfere with the full and faithful discharge of their duties to the County. *See* the County Ethics Code at Secs. 2-11.1 (c)(2) and (d).

This includes the condition that neither of them participate in determining the contract requirements or in awarding the contract. Additionally, none of their job responsibilities and job descriptions may require them to be involved in the contract in any way including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination or forbearance.

Finally, neither of them may work in any County department that would enforce, oversee or administer this contract. Consequently, Randy's Barbeque & Catering Services, LLC, may not enter into contracts currently with the Miami-Dade County Corrections & Rehabilitation Department and with the Miami-Dade County Parks & Recreation Department. Once Mr. Mosley retires, the prohibition related to contracting with the Corrections Department will no longer apply.

LOBBYING

Additionally, neither Mr. Mosley nor Ms. Fletcher may lobby the County. In this case, neither of them may contact anyone within the County in an attempt to influence a decision about the contract they are seeking. *See* the County Ethics Code at Sec. 2-11.1 (m)(1). The lobbying prohibition applies to Mr. Mosley for two years following his retirement. *See* the County Ethics Code at Sec. 2-11.1 (q).

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 presented change or if further questions arise, please feel free to contact me at 305 350-0601.

Sincerely,


VICTORIA TRIGO
Staff Attorney

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