
From: Diaz-Greco, Gilma M. (COE)
Sent: Friday, April 18, 2014 2:50 PM
To: 'Pineda, Mayda'
Cc: Centorino, Joseph (COE)
Subject: Ethics Opinion (restrictions on transacting business and conflicting employment INQ 14-99)
Attachments: Outside_Employment_Guidelines_2013.pdf; INQ 14-99 Ghany.pdf

Dear Ms. Pineda,

Attached is the Ethics opinion letter addressed to Mr. Ghany regarding the renewal of Mr. Dubins' employment contract. I have also attached the Ethics Commission's Outside Employment Guidelines as additional information.

Please do not hesitate to contact us if we may be of further assistance.

Best regards,

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 County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.

From: Pineda, Mayda [<mailto:mpineda@northmiamifl.gov>]
Sent: Friday, April 11, 2014 2:46 PM
To: Diaz-Greco, Gilma M. (COE)
Cc: Corker, Derrick
Subject: RE: Tennis Pro- Ross Dubins

Hi Ms. Diaz-Greco,

Here's Mr. Corker contact number.....305.895.9840, ext. 12230

Have a great weekend.

Mayda Pineda
Executive Assistant

City of North Miami
305-893-6391 - direct



green North Miami Please print only if necessary

The City of North Miami is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure. All E-mail sent and received is captured by our servers and kept as a public record.

From: Diaz-Greco, Gilma M. (COE) [<mailto:GDIAZGR@miamidade.gov>]
Sent: Friday, April 11, 2014 1:59 PM
To: Pineda, Mayda
Subject: RE: Tennis Pro- Ross Dubins

Ms. Pineda,
Would you be able to provide me with a phone number where I could Derrick Corker?

Thank you-

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 County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.

From: Pineda, Mayda [<mailto:mpineda@northmiamifl.gov>]
Sent: Wednesday, April 09, 2014 12:42 PM
To: Diaz-Greco, Gilma M. (COE)
Cc: Corker, Derrick
Subject: Tennis Pro- Ross Dubins

Ms. Diaz-Greco,

Per our conversation, I have copied our Parks & Recreation Manager, Derrick Corker so he can call you at 305.350.0638 and provide you with further information regarding Mr. Dubins.

Also, I have confirmed that Aleem A. Ghany will be the Interim City Manager, effective Monday, April 14th.

Please call me should you need anything else.

Regards,



Mayda Pineda

Executive Assistant to the City Manager
Office of the City Manager
776 NE 125 Street
North Miami, FL 33161
305-893-6391 - direct



green North Miami Please print only if necessary

The City of North Miami is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure. All E-mail sent and received is captured by our servers and kept as a public record.

The City of North Miami is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure. All E-mail sent and received is captured by our servers and kept as a public record.

MIAMI-DADE COMMISSION ON ETHICS AND PUBLIC TRUST

COMMISSIONERS

Charlton Copeland, CHAIRMAN
Nelson Bellido, VICE CHAIR
Dawn Addy
Kerry E. Rosenthal
Judge Lawrence Schwartz



EXECUTIVE STAFF

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

April 18, 2014

Mr. Aleem A. Ghany
Interim City Manager
City of North Miami
Office of the City Manager
776 NE 125 Street
North Miami, FL 33161

Re: Ethics Opinion **INQ 14-99**
Restrictions on transacting business and conflicting employment

Dear Mr. Ghany,

Mr. Johnson, the former City Manager of North Miami, inquired about restrictions on transacting business with the city and conflicting employment. We understand that you are the Interim City Manager; we are therefore sending this opinion to your attention.

As background, in 1989, the City of North Miami approved Resolution R 89-3 approving a contract employing Ross Dubins (Dubins) as the Tennis Pro Manager for the City. The same contract has been in effect since that time. The contract is now being considered for renewal. You have inquired whether renewing Dubin's contract under the same terms set out in the contract approved in 1989 (1989 Contract) would be prohibited under the City's and/or County Ethics Code.

The 1989 Contract retained Dubins as a classified employee working 40 hours a week and subject to the same rules and regulations of other full-time employees. Pursuant to the contract, Dubins job functions included, among other things, supervising the City's tennis courts and providing instruction through tennis clinics for all levels of tennis instruction to both adults and children. During Dubins' work hours at the city, the contract permitted him to commingle his private and public duties by allowing him to operate and receive proceeds from his private pro shop run out of the City's facilities and to offer private tennis lessons to private clients using one (1) reserved city tennis court provided to Dubins free of charge. Dubins has recruited some private tennis students from the same pool of students that he teaches during his city employment.

We concur with the opinion of a previous City Attorney for the City of North Miami stated in a memorandum to the City manager,¹ that renewing Dubins contract under the same terms as the 1989 Contract would violate the North Miami Code of Ethics which restricts transacting business with the City.² Furthermore, renewing the contract under the old terms would violate the restriction on outside employment specified in the County Ethics Code at Sec. 2-11.1(j).

To clarify, Dubins' employment by the city would prevent him from also contracting with the City, in connection with this type of private employment. Further, his private enterprise running his pro shop at the same time as his City employment, and providing private tennis lessons at the same city facilities he manages and schedules would constitute conflicting employment. Please note that while the restrictions on transacting business with the city may be waived (see discussion below), the prohibition on conflicting employment may not be waived.

Waiver

Under the North Miami City Code at Sec 2-316(c), a waiver may be given to transact business with the City:

"... for a particular transaction only by four (4) affirmative votes of the city council after public hearing. A waiver may be given only after findings at a public hearing by four (4) affirmative votes of the city council that:

- 1) An open-to-all sealed competitive proposal has been submitted by a city person as defined in subsections 2-316(b)(2), (3) or (4);
- (2) The proposal has been submitted by a person or firm offering services within the scope of practice of architecture, professional engineering, or registered land surveying as defined by the laws of the state and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by a city person defined in subsections 2-316(b)(2), (3) or (4);
- (3) The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; or
- (4) That the proposed transaction will be in the best interest of the city.

We do not believe that Dubins' private business would meet any of the requirements listed in this waiver provision.

¹ Memorandum from Lynn Whitfield, City Attorney dated September 13, 2011.

² North Miami City Code at Secs. 2-316 (c) and (d). The same conflict would occur under the Miami-Dade County Code at Sec. 2-11.1(c).

Conflicting Employment

As described above, the intermingling of Dubins' private business interests and public duties would impair his independence of judgment on a frequent and recurring basis.³ Conflicting employment occurs when the outside work is closely related to or similar to the work the employee performs for the city, occurs at the same facilities the municipal employee works in, or involves interaction with the same vendors or organizations that an employee interacts with in their municipal work.⁴ I have attached a document that outlines types of outside employment fact patterns that may create conflicting outside employment.

In this case, Dubins' private employment running a pro shop during city hours, on city facilities and providing private tennis lessons on City facilities to private students from the same pool of students he teaches during city tennis clinics, impermissibly commingles his public and private financial interests. It is likely that Dubins' judgment in the performance of his public duties would be impaired on frequent and recurring basis in violation of North Miami Ethics Code, the County Ethics Code and most likely the State Ethics Code.⁵

If you have any further questions, please do not hesitate to contact us.

Best regards,

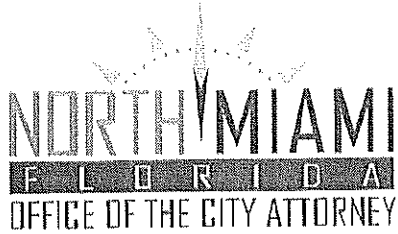
A handwritten signature in black ink that reads "Gilma Diaz-Greco". The signature is written in a cursive, flowing style.

Gilma Diaz-Greco
Staff Attorney

³ See North Miami City Code at Sec. 2-316 (k), and Miami-Dade County Code at Sec. 2-11.1(j). Although we cannot provide any binding interpretation of State Statutes, it would appear that under Fla. Stat. 112.313 (7)(a) Dubins transacting business with the city through his private enterprise (outside employment) would create a recurring conflict.

⁴ COE Outside Employment Guidelines.

⁵ *Id.* at Sec. 2-316(k), 2-11.1(j), and Fla. Stat. 112.313(7)(a).



MEMORANDUM

To: Dr. Lumane Pluiose-Claude, Deputy City Manager

From: V. Lynn Whitfield *VLW*
City Attorney

Date: September 13, 2011

RE: Tennis Pro Contractor



Thank you for the opportunity to review the Tennis Pro Manager's Contract which was executed in 1988 between the City of North Miami and Ross Dubins. Had this contract been executed subsequent to February, 1999 it would have been rendered void by the City's Code of Ethics which prohibits contracts between the City and City employees.

The contract specifically states that Mr. Dubins is a classified service employee of the City of North Miami subject to all the regulations and rules, including the civil service rules. Furthermore, the term of the agreement concedes with the term of his employment with the city. Because he is an employee of the city and the agreement is concurrent to said term, there are no violations for an indefinite term of the contract.

Although the City may attempt to renegotiate the terms of the agreement, it cannot terminate the agreement without terminating Mr. Dubins' employment. Because Mr. Dubins is protected by the civil service rules any termination must be done in accordance with such rules and regulations, which could include the elimination of the position of Tennis Pro from the classification plan.

K. Dubins

CITY OF NORTH MIAMI CONTRACT WITH TENNIS PRO MANAGER

It is agreed by and between the City of North Miami, a Florida municipal corporation, hereinafter referred to as the City and Ross Dubins, hereinafter referred to as Tennis Pro, as follows:

1. The Tennis Pro is hereby retained by the City as the City Tennis Pro Manager commencing the 11th day of January, 1989. The Tennis Pro shall be considered as a City employee subject to all of the policies and rules outlined in the City Employee's Manual and the civil service manual. He shall be assigned to pay grade 10 as set forth in the City Pay Plan for the classified service. The Tennis Pro shall be paid for 40 hours a week for straight time and is not eligible for holiday pay or overtime. The Tennis Pro shall serve under the Parks and Recreation Director or his designee. The Tennis Pro shall conduct himself in a courteous manner and as be-fits a representative of the City of North Miami.

2. The Tennis Pro shall be responsible for supervising of the City's Tennis Courts, for programming tennis instructions, clinics, leagues, tournaments, exhibits and scheduling courts. He shall make himself cognizant of the new products associated with tennis and assess their value to the City and make appropriate recommendations to the Parks and Recreation Director or his designee. He shall be responsible for collecting fees and supervising the keeping of such forms and records as are required by the City. He shall be responsible for scheduling the staff and his own time subject to approval of the Parks and Recreation Director.

3. The Tennis Pro shall conduct a minimum of three youth clinics for beginners, advanced beginners and intermediates. In addition, the Tennis Pro shall conduct a minimum of three adult clinics for beginners. All revenues collected from the clinics shall be deposited with the City. He shall conduct tennis exhibitions and special events for which entry or user fees, as approved by the Parks and Recreation Director, will be utilized to offset expenses for trophies and other expenses.

4. The Tennis Pro shall operate a pro shop for the convenience of tennis patrons which he will stock at his own reasonable discretion with items such as, rackets, balls, presses, tennis clothes, shoes, etc.

and will include services such as restringing rackets. Any revenues produced from these sales and services will inure to the Tennis Pro. It will be the Tennis Pro's responsibility to purchase and pay for any products sold, which the Tennis Pro must stand behind as well as his services. Retail costs of all products and services must be posted in the Pro Shop, in full view and have been approved by the City. A vending machine for dispensing tennis supplies may be operated by the Tennis Pro as well as a vending machine dispensing beverages. All signs shall be approved by the City.

5. The Tennis Pro may offer private tennis lessons for which he may charge rates comparable to those charged by tennis pros at public tennis facilities in neighboring municipalities such as Miami Shores, North Miami Beach, etc. The Parks and Recreation Director shall review and approve the fee schedules which must be posted in full view of court patrons. One court may be reserved free of charge for the Tennis Pro's lessons. All membership fees and charges for use of the tennis courts shall be paid to the City. The fees received by the Tennis Pro for private lessons shall be retained by the Tennis Pro.

6. The City will assign no other tennis professional to teach at the Sans Souci courts. Subject to the approval of the Parks and Recreation Director, the Tennis Pro may retain other tennis professionals to offer private lessons under the supervision of the Tennis Pro.

7. The Tennis Pro will provide clerical staff at his own expense to handle scheduling of courts, collecting fees and related duties for 40 hours per week. During the remainder of each week the City will provide clerical staff to serve under the Tennis Pro, which staff shall handle the scheduling of courts for patrons, collecting fees and related duties. The City shall provide necessary maintenance of the tennis courts. The Tennis Pro shall, at his own expense, provide such teaching assistants and other professionals as are necessary. Any assistants so retained by the Tennis Pro shall be subject to the approval of the Parks and Recreation Director or his designee.

8. The tennis courts shall be open Monday through Friday from 8:00 a.m. to 10:00 p.m. and on Saturday and Sunday from 8:00 a.m. to 8:00 p.m. or such other hours as are approved by the Parks and Recreation Director.

9. This Agreement shall remain in effect so long as the Tennis Pro is employed by the City of North Miami and shall become void upon termination of such employment.

10. This Agreement shall apply to the City's Sans Souci tennis facility and such other of the City's tennis facilities as the Parks and Recreation Director may designate.

IN WITNESS WHEREOF the undersigned have set their hands and seals this 10th day of January, 1989.

CITY OF NORTH MIAMI

By: Howard Neu
HOWARD NEU, MAYOR

Approved: James M. Logan
CITY ATTORNEY

TENNIS PRO
By: Ross Dubins
ROSS DUBINS

TENNIS PROGENERAL STATEMENT OF DUTIES:

Plans, organizes and directs a tennis program at a City-owned tennis facility.

DISTINGUISHING CHARACTERISTICS OF THE CLASS:

An employee in this classification is responsible for managing the tennis activities and facilities of the City's recreation program. Work involves responsibility for planning, organizing and supervising tennis instruction, tournaments and events for children, youth and adults. The employee assigned to this class is responsible to an administrative supervisor; however, independent judgment within the limits of his professional ability and assigned authority is required. The employee in this class is responsible for rendering professional tennis services, including instruction, lessons and consultation for scheduled and posted fees.

ESSENTIAL JOB FUNCTIONS:

Plans, organizes and supervises the tennis activities of the City's recreation program;
Directly supervises the management of the North Miami Tennis Center, including the collection of fees to be returned to the City;
Promotes and supervises all tennis events and tournaments sponsored by the City of North Miami;
Conducts weekly tennis clinics for children, youth and adults;
Advises participants in general on rules of the game and best methods of playing;
Supervises duties of all tennis personnel and volunteers;
Maintains a system of records for receipts, attendance and other events as required by the Parks and Recreation Department;
Implements the rules and regulations for the use and protection of tennis facilities;
Inspects periodically all tennis equipment and facilities in the City, determines the adequacy of their condition and recommends replacement of all imperfect and defective units.

Equipment Used/Job Location: Works in varying weather conditions.

ADDITIONAL EXAMPLES OF WORK PERFORMED:

Assists the Recreation Superintendent in personnel matters including recruitment, selection and training;
Does related work as required.

TENNIS PRO (Cont'd.)

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

Good knowledge of the game of tennis, including methods of play, rules and regulations and all types of tennis equipment and facilities;
Good knowledge of the rules and regulations as they apply to amateur tennis events, tournaments and programs;
Good knowledge of the principles and practices of public recreation and the objectives of a planned Citywide tennis program;
Ability to teach tennis to others; considerable proficiency in tennis;
Ability to plan, organize and supervise the activities of a Citywide tennis program for citizens of all ages;
Ability to maintain or assist in the maintenance of a variety of tennis equipment and facilities;
Ability to establish and maintain effective working relationships with staff, volunteers and participants of all age groups in the course of work;
Ability to express oneself orally and in writing of all activities pertaining to the City's tennis program.

ACCEPTABLE TRAINING AND EXPERIENCE:

High school graduation plus considerable progressively successful experience as a professional tennis instructor with some tournament experience

OR

An equivalent combination of training and experience which provides the required knowledge, skills and abilities.

McDonald, Andrea

From: McDonald, Andrea
Sent: Friday, December 20, 2013 11:34 AM
To: 'Centorino, Joseph (COE)'
Subject: RE: North Miami Employee
Attachments: DOC122013-001.pdf

Mr. Centorino,

I've attached the documents we have on file, which I think would answer your questions.



Andrea A. McDonald
Executive Secretary

Office of the City Manager
776 NE 125 Street
North Miami, FL 33161
305-895-9888, ext. 12100



green North Miami Please print only if necessary

The City of North Miami is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure. All E-mail sent and received is captured by our servers and kept as a public record.

From: Centorino, Joseph (COE) [<mailto:CENTORI@miamidade.gov>]
Sent: Thursday, December 19, 2013 3:46 PM
To: McDonald, Andrea
Subject: RE: North Miami Employee

Ms. McDonald,

Kindly provide me with the following information:

1)Whether Mr. Dubins is a full or parttime employee and the department to which he is assigned 2)The nature of his contractual relationship with the City, i.e. services that he performs, terms of payment, who is involved in the contracting process, who supervises the contract, and which department oversees his contract. That should enable me to provide you with some guidance.

Joe Centorino

From: McDonald, Andrea [<mailto:AMcDonald@northmiamifl.gov>]
Sent: Thursday, December 19, 2013 3:41 PM
To: Centorino, Joseph (COE)
Cc: Johnson, Stephen; Pineda, Mayda
Subject: North Miami Employee

Mr. Centorino,

On behalf of City Manager Stephen Johnson, we are requesting your opinion of the following:

Coach Ross Dubins (Tennis Pro Manager) is currently an employee of the city, as well as a person who is contracted by the City, since January 1989.

Please let us know if you have any questions. We await your response.



Andrea A. McDonald
Executive Secretary

Office of the City Manager
776 NE 125 Street
North Miami, FL 33161
305-895-9888, ext. 12100



green North Miami Please print only if necessary

The City of North Miami is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure. All E-mail sent and received is captured by our servers and kept as a public record.

The City of North Miami is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure. All E-mail sent and received is captured by our servers and kept as a public record.

**CITY OF NORTH MIAMI PARKS AND RECREATION DEPARTMENT
PROPOSED 2014 RECREATION PROGRAMS AND RENTAL FEES**

ATHLETICS

2013

2014

GYMNASTICS

Tiny Tots and Pre-school Beginner (6 weeks)	R \$ 75	NR \$100	R \$ 75	NR \$100
Beginner and Intermediate (6 weeks)	R \$ 90	NR \$120	R \$ 90	NR \$120
Advanced (6 weeks)	R \$120	NR \$150	R \$120	NR \$150
Level 3-7 Competitive (6 weeks)	R \$150	NR \$180	R \$150	NR \$180
Cheerleading/Tumbling (6 weeks)	R \$ 75	NR \$100	R \$ 75	NR \$100
Summer Gymnastics Clinic (6 weeks)	R \$200	NR \$240	R \$200	NR \$240
Gymnastics Insurance (annual)	R/NR \$30		R/NR \$30	

POOLS

Daily Admission

2 years & under	Free	Free
3 years & older	\$3.00	\$3.00

Annual Pass - Residents Only

2 years old & under		N/A		N/A
3 years old & over	R \$60	NR \$100	R \$60	NR \$100
Senior (65 and over)	R \$40	NR \$ 60	R \$40	NR \$ 60
Family (4)	R \$150 + \$25 each add.	NR \$200 + \$25 each add.	R \$150 + \$25 each add.	NR \$200 + \$25 each add.

Youth Swim Lessons
(8 classes)

R \$30/session	R \$30/session
NR \$50/session	NR \$50/session

Adult Swim Lessons

R \$4/class	R \$4/class
NR \$5/class	NR \$5/class

Lifeguard Training Class

R/NR \$250/session	R/NR \$250/session
N/A	N/A

TENNIS

Penny Sugarman Tennis Center

Annual Pass

17 years old and under	R \$ 80	NR \$140	R \$ 80	NR \$140
18 years old and over	R \$140	NR \$240	R \$140	NR \$240
Family (4)	R \$320	NR \$550	R \$320	NR \$550

Hourly Rate

	<u>DAY</u>	<u>EVENING</u>	<u>DAY</u>	<u>EVENING</u>
17 years old and under	\$1.50/hr	\$2.50/hr	\$2.00/hr	\$3.00/hr
18 years old and over	\$2.50/hr	\$3.50/hr	\$3.00/hr	\$4.00/hr
NR	\$3.50/hr	\$4.50/hr	\$4.00/hr	\$5.00/hr
			Increase by .50	

Pepper Park Tennis Center

Annual Pass

17 years old and under	R \$ 25	NR \$ 50	R \$ 25	NR \$ 50
18 years old and over	R \$100	NR \$150	R \$100	NR \$150
Family (4)	R \$200	NR \$300	R \$200	NR \$300

Hourly Rate

	<u>DAY</u>	<u>EVENING</u>	<u>DAY</u>	<u>EVENING</u>
17 years old and under	\$1.00/hr	\$1.00/hr	\$1.00/hr	\$1.50/hr
18 years old and over	\$2.00/hr	\$2.00/hr	\$2.00/hr	\$2.50/hr

SUMMER CAMPS

in North Miami

TWO WEEK SESSIONS

Session 1: June 9 - 20

Session 2: June 23 - July 3 *NO CAMP: 7/4

Session 3: July 7 - 18

Session 4: July 21 - August 1

CAMP HOURS

Monday - Friday 8:00 am - 6:00 pm

Extended Hours: Monday - Friday 7:30 am - 6:30 pm

(Additional \$30 per Session 1 - 4 • \$15 per Sessions 5 - 6)

Enchanted Forest Camp AGES 6-14

Elaine Gordon Park, 1725 NE 135 Street

Residents \$160 • Non-Residents \$200 Per Session

Enchanted Forest Summer Camp offers participants a traditional recreational summer camp experience.

Campers will participate in theme weeks, on-site activities, games, tournaments & field trips.

Performing Arts Camp AGES 6-14

Sunkist Grove Center, 12500 NW 13 Avenue

Residents \$140 • Non-Residents \$180 Per Session

Performing Arts Camp offers participants a creative and active summer camp experience. Campers will participate in dance, voice, acting classes and at the conclusion of each session campers will produce a talent showcase.

MVP Sports Camp AGES 8-14

Keystone Center, 13050 Ixora Court

Residents \$180 • Non-Residents \$220 Per Session

MVP Sports Camp offers participants an active summer camp experience, they will participate in sports related theme weeks, on-site activities, sports clinics, tournaments, traditional and unique field trips.

Recreational Camp AGES 6-14

Keystone Center, 13050 Ixora Court

Residents \$80 • Non-Residents \$100 Per Week

Session 5: August 4 - 8

Session 6: August 11 - 15

WEEKLY CAMPS

Outdoor Adventure Camp AGES 6-11

Enchanted Forest Elaine Gordon Park
1725 NE 135 Street

Camp Hours: 9:00 am - 3:00 pm

Session Dates will vary,
call 305-895-9840 for details.

*NO CAMP: 6/30 - 7/4

Residents \$60 Per Week

Non-Residents \$80 Per Week

Have fun exploring South Florida's natural environment through hands on activities, interactive games, nature hikes, arts & crafts and field trips.

TENNIS CAMPS

Penny Sugarman Sans Souci Tennis Center AGES 4-16

1795 Sans Souci Blvd.

Camp Hours: 9 am - 2 pm

Session Dates: June 9 - August 15

*NO CAMP: June 30 - July 11

Camp Fees \$175 per week or \$40 per day

For additional information
call 305-893-7130.

Tennis Camp at Claude Pepper Park AGES 5-18

1355 NW 135 Street

Camp Hours: 9 am - 4 pm

Session Dates: June 9 - August 15

*NO CAMP: 7/4

Camp Fees \$75 per week or \$19 per day

For additional information
call 305-895-9840.

Registration is open April 14, 2014. To register visit the Parks and Recreation Department at 12300 NE 8 Avenue or online at northmiamifl.gov/parks, for additional details call 305-895-9840.

The City of North Miami does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities.

2013 Summer Tennis Camp



Parks and Recreation
It Starts in Parks



Penny Sugarman Tennis Center

1795 Sans Souci Boulevard
305-893-7130
Ages 4-16

June 10 - August 16, 2013

No Class: July 1-12

Monday - Friday
9:00 am - 2:00 pm
\$175.00 per week
or \$40.00 per day

Come out and join us
this summer with the experts...
Sans Souci Tennis Instructors.

**LEARN PROPER TENNIS
TECHNIQUES ALONG WITH
A VARIETY OF FUN AND GAMES.**

Campers are grouped by age and ability.
We also have indoor rainy day activities planned.

**Enjoy a
pizza party
on Fridays!**

To register, please visit the Tennis Center.
For additional information, call the Tennis Center at 305-893-7130.

The City of North Miami does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities.



Approval Queues Additional Information

Employee # 0096 DUBINS, ROSS Status A Active

Position # 825-0001 TENNIS PRO Home department 12-464000

Organization cmm City of North Miami SSN

Pay Factors

Override grade table Allow overtime * Sal/Hly/Daily S

Shift sh1 5 Days 8 Hours per day *

FTE 100.00 * Def hrtp r Sal group bergblue

Grade 1-10 * Step 9 Hourly rate 13,480.00

Last incr 10/01/2012 Salary/yr 28,038.40

Next Increase Shift hours/days 40.00

Inc date Cafe balance

Annual salary 0.00 Net adjustment

Hourly rate 0.00000 Activity Requirement

Step Yes No Occasional worker

Leave Balances

Category	Plan	Adust	Balance
bloodtime			
fdwp	fdwp		32.00
holcr	holcr		0.00
vacation	vac		1,548.20
sick	sick		959.40
float	float		8.00
birthday	birthd		8.00
vacbank	vbank		0.00





MEMORANDUM

To: Dr. Lumane Pluviose-Claude, Deputy City Manager

From: V. Lynn Whitfield *VLW*
City Attorney

Date: September 13, 2011

RE: Tennis Pro Contractor



Thank you for the opportunity to review the Tennis Pro Manager's Contract which was executed in 1988 between the City of North Miami and Ross Dubins. Had this contract been executed subsequent to February, 1999 it would have been rendered void by the City's Code of Ethics which prohibits contracts between the City and City employees.

The contract specifically states that Mr. Dubins is a classified service employee of the City of North Miami subject to all the regulations and rules, including the civil service rules. Furthermore, the term of the agreement concedes with the term of his employment with the city. Because he is an employee of the city and the agreement is concurrent to said term, there are no violations for an indefinite term of the contract.

Although the City may attempt to renegotiate the terms of the agreement, it cannot terminate the agreement without terminating Mr. Dubins' employment. Because Mr. Dubins is protected by the civil service rules any termination must be done in accordance with such rules and regulations, which could include the elimination of the position of Tennis Pro from the classification plan.