

Sanchez, Rodzandra (COE)

From: Diaz-Greco, Gilma M. (COE)
Sent: Wednesday, November 16, 2016 3:07 PM
To: Sanchez, Rodzandra (COE)
Subject: FW: Desmond Daniels (Limitations on Doing Business with the County Ethics Opinion) INQ 16-252
Attachments: INQ 16-252 Daniels.pdf; Daniels Aplic..pdf

INQ 16-252

From: Diaz-Greco, Gilma M. (COE)
Sent: Wednesday, November 16, 2016 3:05 PM
To: 'Desmond Daniels' <desmondddaniels@outlook.com>
Subject: Desmond Daniels (Limitations on Doing Business with the County Ethics Opinion) INQ 16-252

Dear Mr. Daniels:

Attached is the Limitations on Doing Business with the County Ethics Opinion. Please note that it indicates that you **may** enter contracts with Miami-Dade County, but not with the **Miami-Dade County Police Department** which employs your mother, or with the **Miami-Dade County Corrections and Rehabilitation Department** which employs your father. Further, your parents may not **may not lobby for any contract you may seek with the County**. (See the County Ethics Code at Secs. 2-11.1 (c) and (m)(1).).

You may print or forward this letter to the Procurement Department, you may also print a copy for your records. Please do not hesitate to contact me if you have further questions.

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

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General Counsel
Michael P. Murawski
ADVOCATE

Via email at: desmondddaniels@outlook.com

November 16, 2016

Desmond D. Daniels, J.D.
Desmond D. Daniels, Training and Professional
Development Services
20567 NW 14th Avenue
Miami Gardens, FL 33169

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

Re: INQ 16-252, Limitations on Doing Business with the County

Dear Mr. Daniels:

On November 12, 2016, you asked about limitations in contracting with the County through your privately owned company, Desmond D. Daniels, Training and Professional Development Services. Your mother, Stephanie V. Daniels, is employed by the Miami-Dade Police Department (MDPD) as an Assistant Director and your father, Desi R. Daniels, is employed by Miami-Dade Corrections and Rehabilitation as a Lieutenant of Corrections.

The County Ethics Code at Sections 2-11.1 (c)(2) and (d) allows you to enter into a contract, individually or through a firm, with Miami-Dade County, as long as the contract does not interfere with the full and faithful discharge of your mother's or father's duties to the County.

This means Stephanie V. Daniels and Desi R. Daniels shall not participate in determining the contract requirements or in awarding the contract. Additionally, none of your mother's or father's job responsibilities and job descriptions shall 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. In your case, this means that Desmond D. Daniels, Training and Professional Development Services shall not enter into contracts with the Miami-Dade Police Department or the Miami-Dade Corrections and Rehabilitation.

Additionally, neither your mother nor father may use his or her County position to secure **special privileges or exemptions** with respect to any contract you are seeking with the County nor may they represent you before any County department or agency regarding any application to contract with the County. *See* County Ethics Code § 2-11.1(g) and (m)(1).

This opinion construes the Miami-Dade County Ethics Code as it applies to County employee-vendors at Sections 2-11.1 (c)(2) and (d) 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 305 350-0601.

Sincerely,

A handwritten signature in black ink, appearing to read "Gilma Diaz-Greco". The signature is fluid and cursive, with a large initial "G" and "D".

Gilma Diaz-Greco
Staff Attorney

INQ 16-252
Daniels

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Relatives of 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

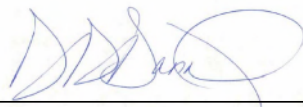
Phone: (305) 350-0638
Fax: (305) 579-0273
Email: gdiazgr@miamidade.gov

YOUR NAME	Desmond D. Daniels, J.D.
Name of Your Business	Desmond D. Daniels
Type of Business	Training & Professional Development Services
Your Mailing Address	20567 NW 14th Avenue, Miami Gardens, FL 33169
Your Daytime Phone	(786) 262-2677
Your Email	desmondddaniels@outlook.com
Name of county employee who is related to you	Stephanie V. Daniels
Type of relationship— spouse? child? parent? other?	Parent
County employee's department, if known	Miami-Dade Police Department
County employee's title, if known	Assistant Director
Please list the <u>names, titles, and departments</u> of any other immediate family members currently employed by Miami-Dade Co.	Desi R. Daniels, Lieutenant, Miami-Dade Corrections & Rehabilitation (Parent) Desi D. Daniels, Sergeant, Miami-Dade Corrections & Rehabilitation (Brother) De'Andre Daniels, Officer, Miami-Dade Corrections & Rehabilitation (Brother)

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

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

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



Signature

11/12/2016

Date