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INQ 16-30

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**From:** Perez, Martha D. (COE)  
**Sent:** Tuesday, February 02, 2016 1:51 PM  
**To:** 'jean.sanon@yahoo.com'  
**Cc:** Centorino, Joseph (COE); Diaz-Greco, Gilma M. (COE)  
**Subject:** Jean Sanon, Corrections Corporal, Dept. Corrections & Rehabilitation, Limitations on Contracting with County-  
INQ 16-30

Dear Mr. Sanon,

Attached is the Limitations on Doing Business with the County Ethics Opinion letter. Please note that it indicates that Denson Protective Services, Corp., may enter into contracts with Miami-Dade County but not with the Miami-Dade County Department of Corrections & Rehabilitation.

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

Please contact me if you have any questions.

Sincerely,

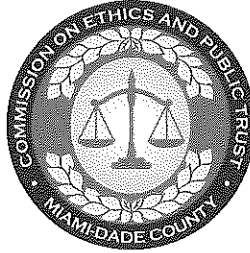
**Martha D. Perez**  
Staff Attorney  
MIAMI-DADE COUNTY COMMISSION ON ETHICS & PUBLIC TRUST  
19 West Flagler St. Suite 820  
Miami, FL 33130  
(305)350-0656  
[PEREZMD@miamidade.gov](mailto:PEREZMD@miamidade.gov)

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.

# 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: jean.sanon@yahoo.com

February 3, 2016

Jean D. Sanon  
Denson Protective Services, Corp.  
20436 N.W. 8<sup>th</sup> Court  
Miami, FL 33169

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

Re: INQ 16-30, Limitations on Doing Business with the County

Dear Mr. Sanon:

Denson Protective Services, Corp., may enter into contracts with Miami-Dade County but not with the Miami-Dade County Department of Corrections.

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

On February 1, 2016, you asked about limitations in doing business with the County through your privately owned company, Denson Protective Services, Corp. You are employed as a Correctional Corporal working in the Miami-Dade County Department of Corrections & Rehabilitation (Corrections).

## 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, Denson Protective Services, Corp., 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, Denson Protective Services, Corp may not enter into contracts with Corrections.

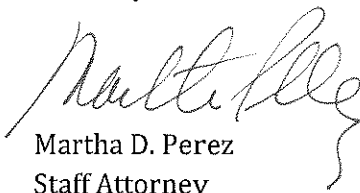
#### LOBBYING

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,



Martha D. Perez  
Staff Attorney

INQ 16-30  
Sanon

February 3, 2016  
Page 2

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INQ 16-30 revised.

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**From:** Perez, Martha D. (COE)  
**Sent:** Wednesday, February 03, 2016 9:42 AM  
**To:** 'jean.sanon@yahoo.com'  
**Subject:** FW: Jean Sanon, Corrections Corporal, Dept. Corrections & Rehabilitation, Limitations on Contracting with County- INQ 16-30

See attached.

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Via First Class Mail  
and email at: jean.sanon@yahoo.com

February 3, 2016

Jean D. Sanon  
Denson Protective Services, Corp.  
[REDACTED]  
[REDACTED]

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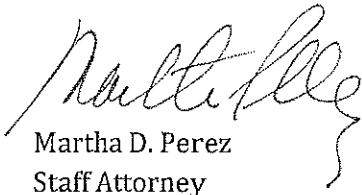
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