

2011 RQOs

(With References to the Co. Code at Sec. 2-11.1)

RQO No	Requestor's Name & Holding	Sec. 2-11.1 <i>(unless otherwise indicated)</i>
11-01	<p><u>Justina Millan Clegg, Miami-Dade Aviation Dept.</u> A specialist in baggage handling systems, CAGE, may not serve as a sub-consultant on the baggage handling system for the North Terminal because the firm is currently providing similar services for American Airlines.</p>	Not in code <i>per se</i> , but contractor may not have overlapping duties that might compromise its independence of judgement.*
11-02	<p><u>Franklin Sands, St. Alban's Child Enrichment Center</u> The wife of the Executive Director of a Head Start program contracting with the County may provide oversight services to the Head Start staff as long as relevant federal regulations and school policies are followed.</p>	(g)
11-03	<p><u>Juan Jose Santandreu, SM Interconsulting, LLC</u> A County vendor is prohibited from entering into contracts with the County Public Works Department, where his son is employed, as well as with DERM, where his spouse is employed.</p>	(c)
11-04	<p><u>Matthew Alvarez, CH2M Hill</u> CH2M Hill, a current subcontractor on the Northwest Wellfield Water Treatment Plant, may serve as a consultant on the pump station and pipeline facilities but should not have any construction management responsibilities.</p>	Not in code <i>per se</i> , but contractor may not have overlapping duties that might compromise its independence of judgment.*
11-05	<p><u>Asael Marrero, GSA</u> Delta Controls may submit preliminary design work for a County project and also bid on the final design of a project, as long as the preliminary design work is available to all proposers.</p>	Not in code <i>per se</i> , but contractor may not have access to confidential information that might compromise the bidding process.*
11-06	<p><u>Jesus Garcia</u> Opinions are not issued regarding past behavior; therefore, prior actions taken by individuals within the Inspector General's office were not addressed.</p>	Co. Code at Sec. 2-1075 (y)

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11-07	<p><u>Diane Collins, Miami-Dade Youth Commission</u> Members of the Miami-Dade Youth Commission are not required to file financial disclosure forms because the youths are unlikely to have assets.</p>	(i)
11-08	<p><u>Albert Argudin, A.D.A Engineering, Inc.</u> The engineering firm may not simultaneously provide services as an independent consultant on the Munisport Landfill for the Dept. of Solid Waste and serve as an owner's representative on the Winson Water Treatment Plant for the City of North Miami.</p>	Not in code <i>per se</i> , but contractor may not have overlapping duties that might compromise its independence of judgment.*
11-09	<p><u>Ideal Architecture Design, P.A.</u> Ideal Architecture did not have a conflict to contract with the Aviation Dept. to repair the roof of Concourse D. This matter was merged with other requests in RQO 11-10.</p>	Not in code <i>per se</i> , but contractor does not have overlapping duties that might compromise its independence of judgment.*
11-10	<p><u>ACES Consulting Engineers, et al</u> (Louis Aguirre & Associates, P.A.; Alleguez Architecture, Inc.; APEC; Architects International; ATC; CSA Group (Eastern Engineering); CWI; Douglas Wood (See Ltr to Gurri Matute); EBS; Gartek; Gurri Matute; HADP Architecture, Inc.; HEERY S&G; Ideal Architecture Design, P.A.; KVH Architects, P.A.; Laura M. Perez & Associates, Inc.; Leo Daly; Martinez Engineering; Maurice Gray & Associates; MC Harry; MGE Architects; Pedraza Architects Inc.; Perez & Perez Architects Planners; PSA; RCP/Rizo Carreno & Partners; Rodriguez Peterson & Porras Architects; SDM; Silva Architects; ZAG/Zamparelli Architectural Group)</p> <p>None of the above-referenced firms had conflicts that prohibited them from contracting with the Aviation Dept. to repair the roof of Concourse D.</p>	Not in code <i>per se</i> , but contractors will not have overlapping duties that might compromise their independence of judgment.*

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11-11	<p><u>Amelia Cordova-Jiminez, OCI</u> The spouse of a County employee may accept employment with an engineering firm that frequently seeks County contracts because the spouse does not have a controlling financial interest in the firm. However, the County employee may not serve as the selection coordinator for projects on which the engineering firm bids because she may not take official actions involving entities in which she has financial interests.</p>	(c), (n)
11-12	<p><u>Rene de los Rios, Atkins North America</u> Atkins may provide construction engineering and inspection services for the Wharf Strengthening program at the Seaport as long as the firm has completed all outstanding work orders related to the Dredging Project.</p>	Not in code <i>per se</i> , but contractor does not have overlapping duties that might compromise its independence of judgment.*
11-13	<p><u>Michael Nardone, URS</u> URS may not provide construction engineering and inspection services for the Wharf Strengthening program at the Seaport as long as the firm is serving as the bond engineer.</p>	Not in code <i>per se</i> , but contractor may not have overlapping duties that might compromise its independence of judgment.*
11-14	<p><u>Bernice Matalon Roth</u> Staff members of the Children's Trust may vote on proposals before the Trust as long as the staff members have no financial interests in the entities submitting proposals. However, staff members may not perform contract-related duties regarding former employers for 2 years following private employment.</p>	(n), (x)
11-15	<p><u>Douglas Pile, WASD</u> A County employee with the Business Division of WASD may accept outside employment as a political consultant to municipal candidates and political committees as long as his clients are not developers with whom he negotiates WASD agreements. The prohibition extends for two years following the employee's departure from County employment. (<i>See</i> RQO 09-29, in which the employee's duties at WASD differed from the current fact pattern.)</p>	(j), (k), ((q)

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11-16	<p><u>Samuel Nifah, Nifah & Partners</u> Nifah & Partners, which served as a subcontractor on preliminary planning studies at the airport, may bid on a contract to provide architectural and engineering services for a runway rehabilitation project. (This opinion references RQO 10-26, RQO 09-31 and RQO 03-36.)</p>	Not in code <i>per se</i> , but contractor does not have overlapping duties that might compromise its independence of judgment.*
11-17	<p><u>Armando Hernandez, MACTEC (now AMEC)</u> MACTEC may not provide construction engineering and inspection services for the Wharf Strengthening program because the firm was a member of the design team on the project.</p>	Not in code <i>per se</i> , but contractor may not have overlapping duties that might compromise its independence of judgment.*
11-18	<p><u>Andre Pierre, Mayor of North Miami</u> An elected official is not required to disclose as a gift travel expenses he received in order to conduct official city business.</p>	(e)
11-19	<p><u>Albert Argudin, ADA Engineering</u> ADA may not provide construction engineering and inspection services for the Wharf Strengthening program because the firm has been serving as a sub-consultant to the architect of record, HDR. Activities as the architect of record, such as surveying, designing and construction management, will be conducted concurrently with activities involving the Wharf Strengthening program.</p>	Not in code <i>per se</i> , but contractor may not have overlapping duties that might compromise its independence of judgment.*
11-20	<p><u>Joaquin Perez, Bolton, Perez and Associates</u> Bolton, Perez may not provide construction engineering and inspection services for the Wharf Strengthening program at the Seaport because the firm is serving as a sub-consultant to the bond engineer, URS.</p>	Not in code <i>per se</i> , but contractor may not have overlapping duties that might compromise its independence of judgment.*

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11-21	<p><u>Arturo Perez, Pinnacle Consulting Enterprises, Inc.</u> Pinnacle Consulting may provide construction engineering and inspection services for the Wharf Strengthening program at the Seaport because it has no current conflicting responsibilities at the Seaport.</p>	<p>Not in code <i>per se</i>, but contractor does not have overlapping duties that might compromise its independence of judgment.*</p>
11-22	<p><u>Samuel Weissman, Avart Amman & Whitley Architects & Engineers</u> Avart may provide construction engineering and inspection services for the Wharf Strengthening program at the Seaport because the three contracts the firm currently holds at the Seaport are completely unrelated to the Wharf Strengthening program.</p>	<p>Not in code <i>per se</i>, but contractor does not have overlapping duties that might compromise its independence of judgment.*</p>
11-23	<p><u>Oracio Riccobono, GEOSOL, Inc.</u> GEOSOL may provide construction engineering and inspection services for the Wharf Strengthening program at the Seaport because the three contracts the firm currently holds at the Seaport are completely unrelated to the Wharf Strengthening program.</p>	<p>Not in code <i>per se</i>, but contractor does not have overlapping duties that might compromise its independence of judgment.*</p>
11-24	<p><u>Leonard Gonzalez, formerly with DPM</u> A former County employee may accept employment with a current County vendor, Odebrecht Global Sourcing, Inc., but he may not lobby the County for two years on behalf of his private employer.</p>	<p>(q)</p>
11-25	<p><u>Taquan Williams-Aranha, Housing Finance Authority</u> An employee of the Housing Finance Authority (HFA) may serve as a member of a selection committee to recommend developers of public housing sites when two of the developers are also seeking funding from the HFA. The employee has no financial interests related to the developers and will not be making official decisions regarding funding for them until after the selection process is completed. The Cone of Silence prohibits the employee from discussing matters related to the selection committee until a written recommendation is made to the BCC.</p>	<p>(n), (t)</p>

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11-26	<p><u>Thomas Goldstein, former County Attorney</u> A former County attorney who represented the County in eminent domain matters may now represent private clients in quasi-judicial hearings involving eminent domain issues. However, the attorney should avoid direct participation in the initial phase of eminent domain proceedings because these initial meetings may not be "quasi-judicial" in nature.</p>	(q), (s)
11-27	<p><u>Jan Seiden, City Attorney for the City of Miami Springs</u> Elected officials in the City of Miami Springs were advised not to serve on the board of directors of a for-profit entity created to manage the historic, city-owned Curtiss Mansion. As city commissioners, the elected officials would have voting conflicts on matters brought before them by the entity on which they also served as directors. Consequently, the city's proposal to maintain ownership of the Curtiss Mansion and, at the same time, obtain the Historic Tax Credit tax credits associated with renovation of the Mansion, was incompatible with the County ethics code.</p>	(d)
11-28	<p><u>Jess Linn, Planning & Zoning Dept.</u> A member of the County Planning Advisory Board may vote on a matter even though he is an officer with the entity coming before him because no direct benefit will inure to him as a result of the vote. (See also INQ 11-138, INQ 11-147 and INQ 11-152 re Palmer Lake Charrette.)</p>	(n), (v)
11-29	<p><u>Ken C. Journey, Jr., Miami-Dade Police Dept.</u> The stepmother of a County employee may not enter into a contract with the County to provide polygraph services because her stepson works for the department that will oversee the contract. (See also INQ 09-174 and INQ 11-167.)</p>	(c)

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11-30	<p><u>Zafar Ahmed, GIS</u> A County employee who creates maps of County-owned recreational facilities was allowed to continue outside employment as a financial consultant to private developers of affordable housing. Although his department may collaborate on affordable housing initiatives with the Housing Agency in the near future, the employee will not work with developers of affordable housing in his County position.</p>	(j), (k), (m)

**See also RQO 10-26, RQO 09-31, RQO 08-18 and RQO 03-36 regarding conflicting contracts.*