



Miami-Dade Commission on Ethics & Public Trust

Investigative Report

Investigator: Lawrence J Lebowitz

Case No. K13-114	Case Name: Claude	Date Open:	Date Completed:
Complainant(s): COE/Self-Generated	Subject(s): Lumane Pluviose-Claude	10 September 2013	4 April 2014

Allegation(s):

Violations of Miami-Dade County and City of North Miami conflict of interest codes, which prohibit specified city employees -- including the deputy city manager -- and their immediate family members from contracting with the city.

Marc Claude, husband of Deputy City Manager Dr. Lumane Pluviose-Claude, was hired under a temporary employment contract with the city Finance Department, on two separate occasions, in May 2012 and August 2013. Dr. Claude's son, McLamy S. Claude, was hired under a temporary employment contract with the city Parks Department, in June 2012.

Applicable Law:

Sec 2-11.1, Miami-Dade County, Conflict of Interest and Code of Ethics Ordinance¹

(b)(5) defines departmental personnel covered under the statute, which includes deputy and assistant city managers;

(b)(9) defines immediate family to include the spouse and their children;

(c) ***Prohibition on transacting business within the city:*** No person included in the terms defined in 2-316(b)(1)-(6) and in 2-316(b)(9) shall enter into any contract or transact any business in which that person or a member of the immediate family has a controlling financial interest, direct or indirect with the city ... *Willful violation of this subsection shall constitute malfeasance in office and shall effect forfeiture of office or position.*

¹ County code is mirrored by Sec 2-316, City of North Miami, Conflict of Interest and Code of Ethics ordinances. The city code further provides potential remedies to cure defined conflicts at 2-316 (d) and (d)(3)

Sec 2-316, City of North Miami, Conflict of Interest and Code of Ethics Ordinances

(d) Extension of waiver. The requirements of this subsection may be waived for a particular transaction only by four (4) affirmative votes of the city council after a public hearing. A waiver may be given only after findings at a public hearing by four (4) affirmative votes of the council that:

(d)(3) the property or services to be involved in the proposed transaction are unique and the city can't avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements.

Investigation:

Interviews

Margaret Steele Miller, chief of accounting, multiple conversations by phone and in person at her offices at City Hall. *See attached report summary for more detail.*

Vernon Paul Jr., former finance director, under subpoena, on Nov. 22, 2013. Mr. Paul resigned under pressure during the pendency of this investigation and was replaced by Camelia Siguineau (Brutus), who was a temporary hire in the Finance Department during the pendency of this investigation. *See attached report summary for more detail.* **Margaret Steele Miller**, chief of accounting, multiple conversations by phone and in person at her offices at City Hall. *See attached report summary for more detail.*

Dr. Lumane Pluviose Claude, deputy city manager, under subpoena, on Nov. 22, 2013. *See attached report summary for more detail.*

Rebecca Jones, former personnel director, primarily for access to employee personnel files, authenticating employment contracts and city procedures for hiring of unpaid volunteers and temporary staffers. Ms. Jones was encouraged to accept an early retirement buyout during the pendency of this investigation.

Regine Monestime, city attorney, primarily via email in debate with Advocate Michael Murawski over the intent of the city's conflict of interest code. *See correspondence section of the report for more detail.*

Document/Audio/Video Review:

Contracts from selected temporary employee files, including Marc Claude, Lina Lauriston, Jacques Pierre-Louis and Camelia Siguineau, from the Finance Department and McLamy S. Claude from Parks and Recreation.

Copy of emails and memos from Margaret Steele Miller to Vernon Paul Jr. and City Manager Steven Johnson addressing the need for temporary help, including Marc Claude, to complete long overdue bank reconciliation project justify hiring of three temporary employees in the Finance Department.

Responses to public records request seeking all emails, payroll check stubs, employment applications, other personnel records involving the creation of projects that led to the hiring of Marc Claude, Lina Lauriston, Jacques Pierre-Louis and Camelia Siguineau.

Draft Final copy of Margaret Steele Miller's bank reconciliation project report.

Municode copy of City of North Miami code Sec. 2-316

Conclusion(s):

The investigation yielded evidence to prove that Deputy City Manager Lumane Pluviose-Claude violated the county code several times.

On two separate occasions in 2012 and 2013, the city Finance Department hired her husband, Marc Claude, to provide temporary assistance on a utility billing project and to assist with the overdue reconciliation of the city's various bank accounts. He was paid a cumulative total of \$8,780 by the city. On another separate occasion in 2012, the city Parks and Recreation department hired her son, McLamy S. Claude, under a temporary employment contract. He was paid \$7.67/hour to work at the summer camp.

While there is no evidence that Deputy City Manager Claude intervened in any way on behalf of her husband or her son, this is still a violation of the city code. North Miami officials, including City Attorney Regine Monestime and former Finance Director Vernon Paul Jr., have argued that the code was intended to prevent specified officials from owning companies that do business with the city at the same time that the officials are working for the city.

But that isn't what the code actually states at 2-11.1(c): "No person ... shall enter into any contract or transact any business in which that person or a member of the immediate family has a controlling financial interest, direct or indirect with the city..."

On three separate occasions in 2012 and 2013, Marc Claude signed a document clearly marked as a

temporary employment contract that defined the terms of his temporary employment with the city Finance Department. On one occasion in 2012, McLamy Claude signed a document clearly marked as a temporary employment contract that defined the terms of his temporary employment with the city Parks Department.

Furthermore, the city code, at 2-316(d) provides a procedural remedy in the form of a City Council waiver following a public hearing. At no time in 2012 or 2013, did the city administration seek to conduct a public hearing in hopes of securing a four-vote majority of council members to ratify the temporary employment contracts of Marc Claude or McLamy Claude.

This wasn't a situation where Marc Claude or McLamy Claude had been the only qualified individuals available to provide a unique service. The marketplace was full of qualified data entry clerks and under-employed bookkeepers and accountants who could have helped to reconcile the city's bank accounts in 2012 and 2013; and there were plenty of young people available to work as summer camp counselors.

By all accounts, the people who hired and supervised Marc Claude and McLamy Claude were pleased with the quality of their work on behalf of the city in 2012 and 2013.

But that doesn't excuse the city from blatantly and selectively ignoring conflict-of-interest codes and ordinances -- especially when the family members in question are directly related to the second-most powerful figure in the city's administrative hierarchy.

COMPLAINT FILED

Date: 4/7/14