

Miami-Dade Commission on Ethics & Public Trust

Report of Investigation

Investigator: Frank J. McGee

Case: PI-18-31	Case Name: Charles A. LaPradd	<u>Date Open:</u> 07/05/2018	<u>Date Closed:</u>
Complainant(s): Request: Leland Salomon	Subject(s): LaPradd's compliance with INQ-16-204.	CASE CLOSED	

Allegation(s):

Date: 1/10/19

On July 3, 2018, Miami-Dade County (MDC) Director of Economic Development Leland S. Salomon asked the Commission on Ethics (COE) staff to review actions taken by MDC Agriculture Manager Charles A. LaPradd to comply with INQ-16-204 and avoid conflicts of interest between his official duties and his ownership of an avocado grove. Salomon asked for the review at the suggestion of MDC Assistant County Attorney David Sherman who had questioned whether LaPradd's action of leasing his avocado grove to his mother was sufficient to eliminate conflicts of interest related to the County's enforcement of tree removal authorities against grove owners who failed to remove avocado trees infected by Laurel Wilt (LW) disease. In the absence of a specific allegation, this inquiry sought information pertinent to the following questions:

1. After August 2016, did LaPradd divest himself of his interest in avocado farming by leasing the commercial operation of his grove to his mother Dona S. LaPradd?
2. What other actions has LaPradd taken to avoid conflicts of interest arising from the County's enforcement of authorities against avocado grove owners who failed to remove trees infected by LW disease?

Relevant Law:

Sec. 2-11.1. (j)– Miami-Dade County Conflict of Interest and Code of Ethics Ordinance
Conflicting employment prohibited. No person included in the terms defined in subsections (b)(1) through (6) and (b) (13) shall accept other employment which would impair his or her independence of judgment in the performance of his or her public duties.

Investigation:

Documents

Chronology of exhibits, significant events, and material statements

Dona S. LaPradd's capacity to manage a commercial avocado grove and scale of her operations since 2013

1. On Sept. 30, 1982, John A. and Dona S. LaPradd ("Mrs. LaPradd") purchased a 2.5-acre property at 15821 SW 280th St., Homestead, Florida consisting of a residence and land they used as a commercial avocado grove. Subsequently, the couple jointly established C and L Groves, Inc. and LaPradd Farms to operate commercial avocado groves. By 1995, they had opened accounts for both entities with Brooks Tropicals, LLC, ("Brooks"), a produce handling and marketing company in Homestead, Fla. and thereafter delivered bulk amounts of avocados annually to Brooks for marketing. (*Fla. Div. of Corp. Doc. # J333540, J. R. Brooks & Sons Outside Groves Memoranda C and L Groves, Inc. and LaPradd Farms accounts. Brooks Receiving Reports by Field (Brooks Reports) for C and L Groves, Inc. and LaPradd Farms*)
2. On Sept. 30, 2011 C and L Groves purchased two contiguous parcels of farm land used as commercial avocado groves. Neither parcel had a street address. The properties were adjacent to a 5-acre parcel at 15821 SW 280th St. their son Charles and his wife purchased in 2013. (*MDPA Folios 30-7906-000-0443, and 30-7906-000-0444*)
3. On March 1, 2013 C and L Groves, Inc. filed an Annual Report designating Mrs. LaPradd as registered agent in place of her husband, who had died three months earlier. She continued to operate the company as its sole director and shareholder. Between 2014 and 2018, Brooks received 3,382 crates of avocados credited to the account of C and L Groves account, the entity Mrs. LaPradd used to farm the company's avocado fields. During the same 5-year period, Brooks received an additional 3051 crates credited to LaPradd Farms, the entity she used to farm the avocado grove on her residential property. In sum, over a period of five years Mrs. LaPradd's avocado farming businesses delivered a total of 6,433 crates to Brooks for marketing, or approximately 1,200 crates a year. (*Fla. FEI # 59-2718929, Brooks Reports for accounts of C and L Groves, Inc. and LaPradd Farms generated 11/15/18*)

Charles A. LaPradd's activities as an avocado farmer between 2013 and 2016

4. On March 4, 2013 LaPradd and his wife Cynthia purchased a five-acre property at 17275 SW 296 ST, consisting of a residence on 1.1 acres and a grove of avocado trees on 3.9 acres that qualified for an agriculture exemption based on the operation of a commercial avocado grove. The property was adjacent to land owned by C and L Groves, Inc. and used as avocado groves. On May 22nd, Brooks established a new account for "Charles or Cindy LaPradd". (*MDPA Summary 30-7906-0000-0290, Brooks Memo account of "Charles or Cindy LaPradd", 5/22/13*)
5. On June 20, 2013 Brooks received the first of four deliveries of avocados credited to LaPradd's account in 2013, which came to 110.69 crates for year. Thereafter, Brooks received 124.65 crates of avocados credited to LaPradd's account in 2014; 102.97 crates in 2015; and 52.21 crates in 2016. The last delivery of avocados credited to LaPradd's account occurred Aug. 6, 2016, with no additional deliveries for the account in 2017 and 2018. During the 4-year period between June 2013 and August 2016, Brooks received 390.52 crates of avocados credited to LaPradd's account, or nearly 100 crates of avocados a year. (*Brooks Reports Charles or Cindy LaPradd account 6/20/13 thru 11/15/18*)

The 2016 Laurel Wilt ordinance, RER's response to INQ-16-204, and LaPradd's compliance

6. During 2015 and 2016, LaPradd served as MDC Regulatory and Economic Resources' (RER) subject-matter expert for a 2015 report that recommended amending Chap. 11-D (Diseased Tree Removal Ordinance) to provide enforcement authorities for use against grove owners who failed to remove avocado trees infected with LW, which experts said contributed to the spread of the disease. The report served as the basis of amendments sponsored by Dist. 8 Commissioner Daniella Levine-Cava. (*Report, Dir. 15188, Clerk's Minutes Metropolitan Services Committee, 6/15/16*)
7. On or before May 2016, former RER Assistant Director for Administration Christ Erml-Martinez was assigned to work with LaPradd on the LW issue. In the process, she learned that he had been working as a part-time self-employed avocado farmer without the approval of his supervisors and directed LaPradd to comply with Administrative Order 7.1. On May 31, 2016 LaPradd submitted a Request for Outside Employment to engage in "growing, harvesting, and selling tropical fruit in personal grove on home property" at 17275 SW 296 St, Homestead, Fla.
8. On July 19, 2016 the Board of County Commissioners (BCC) adopted the Levine-Cava amendments to the Chap. 11-D ("LW ordinance") following a statement from LaPradd that "he was not aware who would be responsible for the actual identification of a diseased tree..." (*Correspondence of Deputy Mayor Jack Osterholt Jan. 10, 2017, LaPradd's Request for Outside Employment, May 31, 2016, MDC Memorandum and Clerk's Minutes, BCC Meeting 7/19/16, MDC Code Chap. 11-D as amended*)
9. On Aug. 5, 2016 Erml-Martinez asked COE for an opinion about RER's plans to approve LaPradd's request subject to restrictions intended to prevent conflicts of interests. "The only

other option for Mr. LaPradd, should his outside employment be denied, would be to rent his grove to another individual/business in order to maintain the commercial agricultural assessment" on his property, Erml-Martinez said in the request. (*Email from RER Assistant Director Christa C. Erml-Martinez 6/5/16*)

10. On Aug. 17, 2016, the COE staff issued INQ-16-204. The opinion said LaPradd should not engage in outside employment as a part-time avocado farmer because of the potential for conflicts of interests with his duties as Agriculture Manager, especially given "the significant role LaPradd plays in the identification and eradication of avocado trees infected by LW disease, the same type of trees he has on his personal farm." The opinion concluded: "LaPradd should consider other alternatives as suggested in your inquiry..." On Sept. 19, 2016 COE Staff Attorney Martha D. Perez responded to an additional communication from Erml-Martinez with the observation that "Ultimately, Mr. LaPradd's option to rent to a family member may be worthy of consideration." (*Perez email to Erml-Martinez, 9/19/16*)
11. On or after September 2016, RER denied LaPradd's request for outside employment. RER officials informed LaPradd that he could no longer farm his avocado grove but was free to lease the grove to another avocado farmer, including a family member. In addition, RER officials directed that LaPradd no longer participate in RER activities related to enforcement of the LW tree removal authorities or lead the administration of grants to remove infected trees, but that he could continue to work on non-enforcement activities to combat the disease, including lobbying for grants. (*Erml-Martinez email to Perez, 2/14/17, Perez notes of phone call with Erml-Martinez, 1/??/17*)

Lease between LaPradd and his mother and her operation of his avocado grove

12. On March 1, 2017, LaPradd and his wife executed a "Cash Lease of Farm Land" with Mrs. LaPradd, who rented her son's grove for "fertilizing, harvesting and marketing of avocado trees and avocado crop on the property" for \$600-a-year. The parties agreed the "lease shall not give rise to a partnership relationship" and that LaPradd would be responsible for mowing the property, trimming the trees, and treating and removing any trees infected with LW disease. Mrs. LaPradd stated that she used C and L Groves, Inc. to operate her son's grove. (*"Cash Lease of Farm Land, 3/1/17, Interview with Mrs. LaPradd*)
13. On July 6, 2017 Brooks received the first delivery of avocados credited to the account of C and L Groves that Mrs. LaPradd said were harvested from her son's grove, consisting of 25.20 crates valued at \$414.67. On July 12 Brooks issued a settlement check for \$414.34 to C and L Groves for this delivery. A deposit for that amount was made July 27 to the company's account at Community Bank in Homestead, Fla. [Note: See interview with Mrs. LaPradd below for caveat about the probative value of the records she provided and those obtained from Brooks.] (*Photocopies of C and L Groves business records and bank records, Brooks Avocado Pool Settlement Detail for C & L Groves, Brooks settlement voucher, and statements by Mrs. LaPradd*)
14. On Aug. 2 and Aug. 3, 2017 Brooks received two deliveries of avocados credited to C and L Groves that Mrs. LaPradd said were avocados harvested from LaPradd's grove, consisting of

58.67 crates valued at \$630.15. On Aug. 18 Brooks issued a settlement check for \$620.15 to C & L Groves. A deposit for that amount was made to the company's account Aug. 29. *(Photos copies of C and L Groves business records and bank records, Brooks settlement report, deposit slip for C & L Groves, Inc., and statements by Mrs. LaPradd)*

15. On Sept. 6, 2017 Brooks received two deliveries from C and L Groves that Mrs. LaPradd said were avocados harvested from LaPradd's grove, valued at \$126.56 and \$829.02. Brooks issued settlement checks to C & L Groves for those amounts. Two deposits totaling \$955.58 were made to the company's bank account Oct. 4. *(Photocopies of Brooks settlement report, Brooks settlement voucher, deposit slip for C & L Groves, Inc. account, and statements by Mrs. LaPradd)*
16. A 2017 MDPA aerial photograph of LaPradd's property at 17275 SW 296 St. showed three rows of white circular images not present in a 2016 aerial photograph of the same land. Based on the appearance and configuration of the images, they appeared to be holes drilled to plant additional trees. A 2018 MDPA aerial photograph of the same property showed that the same images/holes. *(MDPA aerial photographs 2016, 2017 and 2018 Folio30-7906-000-0390, 17275 SW 296 ST)*

LaPradd's non-enforcement-related activities to combat LW disease

17. On Oct. 21, 2016, Deputy Mayor Jack Osterholt approved a request for LaPradd to travel to Gainesville, Fla., to meet with state officials "to discuss the plans and process for Miami-Dade County to receive the \$150,000 in LW funding assigned by the Florida Legislature to Miami-Dade..." *(MDC Travel Request Form, T# PE17601)*
18. On June 6, 2017 a MDC Memo to the Board of County Commissioners described RER's plans to use \$150,000 in LW funding to remove avocado trees infected by LW. The State grant would be supplemented by an additional \$150,000 from RER's budget, the memo said, but administration of the tree removal program would be transferred from RER to the Department of Parks, Recreation, and Open Spaces. *(Memo, 6/6/17, Agenda Item No. 3(B)(4))*
19. On Sept. 10, 2017 Hurricane Irma made landfall in the Florida South Florida and caused heavy tree damage in Homestead and other local communities. Subsequently, Levine-Cava was informed that the storm winds and tree damage had accelerated the spread of LW disease. These developments contributed to her ongoing frustration over the County's failure to resolve jurisdictional issues that had delayed implementation of the LW ordinance and other activities to combat the spread of LW. *(Hurricane Irma Local Report/ Summary, National Weather Service, 9/18/18, interview with Sean McCracken; statement by LaPradd during a meeting of the Committee on Parks and Cultural Affairs, 6/13/18)*
20. On April 2, 2018, LaPradd was included in an email invitation from Levine-Cava for a meeting April 5th at Government Center with other RER's officials to discuss funding and implementation issues related to programs to combating LW disease. Other invitees included Osterholt, Salomon, Assistant County Attorney David Sherman, and RER Deputy Director

Lourdes Gomez. During the meeting, Sherman questioned LaPradd's participation in the discussion. Subsequently, Levine-Cava sponsored a resolution establishing a "County policy to fund proactive measures, including tree replacement, to combat the spread of LW disease." (*Levine-Cava email to LaPradd, 4/2/18, Resolution File Number 181322*)

21. On June 13, 2018, the Committee on Parks and Cultural Affairs adopted Levine-Cava's amendment requiring that the 2018-2019 budget include an implementation plan and funding for programs to combat the spread of LW. During the hearing, LaPradd explained that a State grant of \$150,000 to remove infected trees would be administered by the Florida Avocado Administrative Committee, and that it would be matched by \$150,000 in County funding for an avocado tree replanting program. (*MDC Official Minutes, Parks and Cultural Affairs Committee, 6/13/18, MDC Memorandum Information for Second Budget Hearing – FY 2018-2019 Proposed Budget 9/20/18*)
22. On Oct. 25, 2018 LaPradd received a Management/Professional Performance Evaluation for the period 9/25/17 through 9/10/18 that described his activities on behalf of Miami-Dade's federal and state legislative agenda, including his work in obtaining "LW disease funding." (*LaPradd Management/Professional Performance Evaluation, 10/25/18*)

Interviews

Charles A. LaPradd
Miami-Dade Agriculture Manager
Interviewed Aug. 19, 2018.

LaPradd was interviewed in his office at the South Dade Government Center and responded to additional questions by email and phone.

Actions taken after INQ-16-204: Following release of the COE opinion, LaPradd said former RER Assistant Director for Administration Christa Erml-Martinez told him that his Request for Outside Employment had been denied and that he could no longer work as a part-time avocado farmer but did have the option of leasing the grove to another avocado farmer for commercial use, including a member of his family. "I was told to lease the grove," LaPradd said. "That is what I do."

Additionally, LaPradd said Erml-Martinez said he could not be involved with the enforcement authorities in the Chap. 11-D to combat the LW disease, and that he has complied with this restriction. "I do not." On this topic, LaPradd said, "I've never had enforcement authority" and the County has so far taken no enforcement actions authorized by the LW ordinance. He said he stopped working on implementation of the ordinance. "I am not involved with this," he said.

Finally, LaPradd said Erml-Martinez told him he could no longer be involved in administering the use of grants to remove trees infected by LW, a prohibition that he said he has also observed. Since INQ-16-204, he said there have been two such grants. In both instances, he said the funding and programs were managed by other entities-the MD C Department of Parks, Recreation, and Open Spaces or the Florida Avocado Administrative Committee.

Non-enforcement-related aspects of his LW activities: Beyond these restrictions, LaPradd said his RER supervisors placed no limits on his activities related to non-enforcement aspects of the LW issue, such as lobbying for grants. "My understanding was always the enforcement activity, to have no involvement there," he said. "...That has been my impression the whole time," he said. Thus, with the knowledge and approval of his supervisors, LaPradd said he continued to represent the County in meetings of the Florida Avocado Administrative Committee; serve on a State task force on LW; and seek grants of State LW funding. However, he said the present arrangement "begs the question" of whether the restrictions are necessary if he no longer operates a commercial avocado grove.

Leasing his grove to his mother: Asked why he leased his grove to his mother, LaPradd she was a qualified operator of avocado groves who would agree not to apply for any financial assistance LaPradd was responsible for administering. LaPradd said that leasing the grove to another avocado farmer in Homestead had the potential to create new ethical concerns in the event the lessee applied for a grant LaPradd administered. "That would put them in the position of availing themselves of my services," he said.

His mother's capacity to manage his grove: Asked if his mother had the capacity to manage his grove, LaPradd said, "My mother is very capable of doing that," and described her experience managing commercial avocado groves. LaPradd said the demands of farming his grove are minimal. He said they chiefly entail ensuring the trees are fertilized on a quarterly schedule and the crop is picked timely during a 2 to 3-week harvest season. He said these physical tasks are performed by Sammy Hernandez, a part-time employee of C and L Groves Inc. LaPradd specifically denied engaging in any avocado farming since INQ-16-204 or participating in his mother's operation of his grove.

His mother's performance of the lease: Asked about his mother's failure to pay the \$600 rent owed in 2018, LaPradd said the operating costs and crop losses caused by Hurricane Irma were extenuating circumstances. He said Irma uprooted and damaged trees in his grove and his mother subsequently hired a contractor to restore the grove to operation. "The repair work is expensive, which she paid," LaPradd said. He said he would accommodate a late payment from any tenant who was willing to continue investing in the venture as opposed to walking away from the lease. "Generally, in cases like that, people in the agriculture business work things out," he said. He said his mother has recently had a crew harvesting avocados from his trees, and that he eventually expects to receive the rent due for 2018

Unfinished effort to expand his grove: Asked about Miami Dade Property Appraiser (MDPA) aerial photographs of his property in 2017 and 2018 that show several rows of circular images, LaPradd said the images were holes that his mother paid to have drilled, with an eye to adding more profitable varieties of avocado trees. "Holes were drilled," he said. "... Mom paid for the holes." After the losses he said she incurred after Hurricane Irma, LaPradd said his mother developed reservations about the investment, in part because of the he number of years it takes for an avocado tree to bear fruit. "Trees take a long time to grow," LaPradd said. "...She has to look at the time value of money, and her expected lifetime." LaPradd said he has not paid to finish the

expansion project himself fear of creating new ethical concerns operating a commercial grove. "I don't know if I can do it," he said.

His attendance at the April 5 meeting: LaPradd said he was not aware of Salomon's request for a COE review of the lease, but assumed it related to questions he said Sherman raised about his attendance at the April 5 meeting. LaPradd said he was asked to attend the meeting by Dist. 8 Commissioner Levine-Cava, which he took as a requirement of his job. "Basically, she wanted to know why the code that was passed had not been implemented," LaPradd said, and to obtain RER for amendments that were discussed at the June 19 meeting of the Committee on Parks and Cultural Affairs. LaPradd said his name was included as a scheduled attendee in RER's shared Outlook calendar along with more senior RER officials. "I was supposed to attend," he said. LaPradd said the meeting included Levine-Cava, Sean McCracken, Osterholt, Salomon, Sherman, and Gomez. At the outside, he said Sherman questioned LaPradd's presence, saying "What is he doing here," or words to that effect. LaPradd said this prompted a more senior RER official to ask if LaPradd had leased his grove. LaPradd said he confirmed for Sherman and the others that he had leased his grove and that he was allowed to remain in the meeting. Asked about Sherman's recollection that LaPradd left the meeting, LaPradd said "I may have stepped out for a little while. I don't completely recollect that." Subsequently, LaPradd attended the June 19 commission meeting. He said Cava asked him to come forward and respond to questions. "I was called up specifically by Cava," he said. "Nobody told me to do it, except the commissioner."

Dona S. LaPradd
Director, C and L Groves, Inc.
Interview Sept. 5, 2018

Mrs. LaPradd was interviewed in her home at 15821 SW 280th St., Homestead, Fla., which is bound on three sides by a dense grove of professionally maintained avocado trees. Prior to her husband's death in January 2013, Mrs. LaPradd said she managed the business end of the family's avocado farming business, saying "I took care of the books." Since his death, she said she continued to manage three commercial avocado groves, using C and L Groves, Inc. to operate two commercial groves adjacent to her son's property, LaPradd Farms to operate the grove on her residential property.

Asked about leasing her son's grove, Mrs. LaPradd said he asked her to do so and she agreed. "When they told him [that] he had to get rid of it, he asked me would I lease it," she said. "I said yes." Mrs. LaPradd said she has operated her son's avocado grove independently, using the same business structure and process she uses to manage her own groves. This process includes the corporate entity C and L Groves, Inc.; that company's bank account at Community Bank in Homestead, Fla.; Brooks' handling, marketing and settlement services; the part-time services of Hernandez; and her own labor as manager and bookkeeper.

Mrs. LaPradd provided business records and bank records for C and L Groves, Inc. that she said reflected deliveries to Brooks in 2017 of avocados harvested from her son's grove. These items included Brooks "Avocado Pool Settlement Detail for C & L Groves"; Brooks "Receipt for Fruit Receiving" bearing the signature "Sammy"; Brooks vouchers for "Vendor: C & L Groves"; and deposits slips for the C & L Groves at Community Bank in amounts that corresponded with the

Brooks settlement amounts. [Note: Caveats apply to the records Mrs. LaPradd provided and to those obtained from Brooks. We are relying on Mrs. LaPradd's recollection that the deliveries she identified contained avocados harvested from her son's grove. Brooks recorded all deliveries from C and L Groves, Inc under the same field account.]

Asked if there had been any profits from managing her son's grove, she said "zero" and added that "I don't think I'll ever make anything off it." She explained that her son's grove contains varieties of avocados that are less profitable than those in her groves. "If I was really going to try to make money off it," she said it would be necessary to plant varieties of avocado trees that bring higher prices. Regarding the annual rent the lease requires, Mrs. LaPradd said she paid the first year's rent of \$600 in cash but has not yet paid the rent for 2018. "I didn't pay him this year because of Irma," she said. "This year has been hard," she said. "If I make enough to pay my taxes...it will be a miracle. Irma did a number on us."

Nadia McCloud
Deliveries Account Manager
Brooks Tropicals, Inc
Interviewed by phone Nov. 15

McCloud was interviewed by phone regarding the records Brooks maintained for the accounts of LaPradd and his mother. She provided Brooks memoranda created when each account as established, and "Receiving Reports by Field" for accounts in the name of "Charles or Cindy LaPradd, C & L Groves, Inc. and LaPradd Farms from the date of inception through Nov. 15, 2018.

Christa Erml-Martinez
Former RER Assistant Director for Administration
Interviewed by phone

Erml-Martinez was interviewed by phone. After INQ-16-204 Erml-Martinez said RER took several actions. LaPradd received a letter of reprimand from Osterholt for failing to obtain approval to work as a part-time avocado farmer in prior years. His Request for Outside Employment was denied. LaPradd was told he could not farm his grove, but could lease the grove to another farmer, including to a member of his family. Further, he was directed to have no further involvement with implementing the enforce enforcement authorities in the LW ordinance. "We removed him from the program," she said. Erml-Martinez said she viewed LaPradd as "a person of integrity" and considered his decision to lease the grove to his mother as solution that was acceptable, if not ideal. "Well, it is better," she said. "It wasn't perfect, but it was some distance. Then we felt like this is a balance. Not perfect. And that, coupled with the fact that he was not going to have anything to do with the program."

Sean McCrackine
Chief of Planning and Policy
Office of Dist. 8 Commissioner Daniella Levine Cava
Interviewed by phone Nov. 21

McCrackine said he had worked closely with LaPradd on Levine-Cava's 2016 on amendments adding LW disease to Chap. 11-D and creating the enforcement authorities for use against grove owners who failed to remove trees infected by the disease. Subsequently, he said his relationship with LaPradd had changed. LaPradd continued to be helpful on lobbying for LW funding in Tallahassee, he said. But when he asked about the status of the County's implementation of the LW ordinance, McCrackine said LaPradd would demur and say he was prohibited from working on the issue. "Every time I asked him about it, he'd remind me he can't be involved," McCrackine said.

McCrackine attended the April 5 meeting at Government Center with RER officials. He said Levine-Cava asked for the meeting because of her frustration over the County's failure to resolve jurisdictional issues about which agency would be responsible for implementing the ordinance and her concerns about funding for other programs to combat the disease. He said these frustrations had intensified over time because Hurricane Irma had accelerated the spread of the disease. "The hurricane blew the disease all over the place," McCrackine said, and Cava was "highly agitated we hadn't gotten a handle on this."

Levine-Cava included LaPradd on the invitation to attend the meeting. McCrackine was aware that this might create an issue for LaPradd but indicated that the Commissioner's was interested in more than just delays in enforcement. Before the meeting began, he said he spoke with Sherman about the extent to which LaPradd could participate. "David and I talked before the meeting about his concern about Charles not being present," McCrackine said. He said Sherman told him LaPradd "wasn't supposed to be involved in the running or management of the program" because he owned an avocado grove. McCrackine said he and Sherman reached an understanding that they were all "adults" and could proceed on the basis that LaPradd would step out of the room if the discussions turned to the subject of enforcement. Ultimately, he said the meeting contributed to Levine-Cava's subsequent amendments. From the Commissioner's point of view, he said the highlight of the meeting was assurances she received that the 2018-2019 budget would include \$150,000 in County funds for a tree replanting program to replace trees that were removed because of LW disease.

David Sherman
MDC Assistant County Attorney
Interviewed by phone Nov. 13 and Nov. 14

Sherman attended the April 5 meeting convened at the request of Commissioner Levine-Cava to discuss delays in implementing the LW ordinance. On this occasion, he said he raised questions about LaPradd's participation in the meeting and subsequently examined LaPradd's lease with his mother, the text of INQ-16-204, and emails exchanged between Erml-Martinez and COE Staff Counsel Martha Perez. After this review, Sherman recommended that Salomon ask the Commission staff to review the lease and LaPradd's compliance with INQ-16-204.

Before the meeting, Sherman said he had heard that ethical constraints had been placed on LaPradd's involvement with RER activities related to the LW ordinance but had not had read INQ-16-204. Sherman said he asked LaPradd "if he had any information for me because I heard there had been a conflict," and that "He said it had been resolved," by leasing the grove to his mother. "He essentially told me that COE had made a determination that everything was squared away."

Sherman stressed that he had no reason not to credit LaPradd's representations, adding "I have no problem with Charles." Despite LaPradd's explanation, however, Sherman said he remained uncomfortable and recommended that LaPradd not participate in any discussion of enforcement issues. He did so "in an abundance of caution," he said, and suggested "we should not get into detail about what things should be implemented" until he had a chance to review INQ-16-204. "I was really just trying to protect the integrity of this," he said. Sherman said he recalled that LaPradd left the meeting. LaPradd and McCrackine recalled that LaPradd remained.

After the meeting, Sherman said he read INQ-16-204, and the emails between Erml-Martinez and Perez. "There were two parts of the opinion," Sherman said, the formal views expressed in INQ-16-204, and the informal guidance in the subsequent email from Perez. Sherman said he also examined a copy of the lease and noticed that it had been executed several months after INQ-16-204. It was not obvious to him that COE had ever seen the lease, he said, or that COE would agree that the lease eliminated potential ethical conflicts. "That's why this was referred back to you," Sherman said. "The previous opinion was given prior to him leasing it to his mother." After concluding his review, Sherman said he spoke with Solomon and said, "I recommend you follow-up with COE."

Asked about his present understanding of the limitations on LaPradd's role, Sherman said it is his understanding that LaPradd is not participating in any activities related to enforcing the LW ordinance and that he is not involved in "any preliminary work that they have done to setup their process. He won't take part in it." However, Sherman observed that if the COE staff verifies that LaPradd has "properly divested himself" of his interest in the avocado farming business, then "we could turn to him," to work on implementing the LW ordinance. "It is a lot easier if COE knows all the facts" Sherman said, "Then we can make a decision, determine what safeguards need to be put in place."

Leland Salomon

MDC Director of Economic Development

Interviewed Sept. 20 in his office and Nov. 16 by phone

Salomon supervises LaPradd's activities as Agriculture Manager and reports to Osterholt. Asked about the April 5 meeting in Government Center, Salomon said "If the commissioner asked for a meeting, we would go."

Asked why he sought the COE review of LaPradd's lease, he said, "what I wanted to make sure of is...can he continue doing what he's doing?" He wanted confirmation that LaPradd had "separated himself from the avocado business...that he is out, personally, of the avocado business." Asked what prompted his concerns, Salomon initially said "The only thing I know about this is that it was an outstanding issue for a while. I didn't want an outstanding ethical issue hanging

over one of my people. I don't want that." Advised of Sherman's statements, Salomon added "I remember having a subsequent meeting with David here. I remember that discussion and I remember asking for another opinion."

Document(s) Reviewed:

Deed John E. LaPradd and Dona S. LaPradd purchase of 15821 SW 280th St, Homestead, Fla., 09/30/82

Office of the Property Appraiser (OPA) Summary Report Folio 30-6932-000-0420, 5821 SW 280th St.

Fla. Div. Corp. Annual Report "C and L Groves, Inc. Doc. # J33340

J. R. Brooks & Son, Inc. Outside Groves Memo, new account of "C & L Groves" 9/12/95

OPA Summary Reports C and L Groves Folios 30-7906-000-0443 & 30-7906-000-0444

Legacy.com John E. LaPradd Obituary, 01/12/13

Fla. Div. Corp. Annual Report C and L Groves, Inc. 03/05/18

Fla. Div. Corp. Detailed by Registered Agent Name, name change, 03/01/13

Brooks Tropicals, LLC Receiving Report by Field (Brooks Report) for C& L Groves 1/1/14 thru 11/15/18

Brooks Report for account of "LaPradd Farms" 1/1/14 thru 11/15/18

Deed Charles A. and Cynthia P. LaPradd, purchase 17275 SW 296th St, Homestead, Fla., 03/04/13

OPA Summary Report Folio 30-7906-000-0390, 17275 SW 296 St.

Brooks Outside Groves Memo, new account of "Charles or Cindy LaPradd", 5/22/13

MDC Legislative Item File # 160929, LW Disease Report, Dir. 151887, 4/22/16

MDC Metropolitan Services Committee, Item # 1G1 160571, Research Notes, 06/15/16,

Request for Outside Employment, Charles LaPradd, 05/31/16

Correspondence MDC Deputy Mayor Jack Osterholt to Charles LaPradd, 1/10/17

Excerpt MDC Commission Minutes, Ordinance 161515, 7/6/16

MDC Clerk's Memorandum, Ord. #16-77 Chap. 11-D Diseased Tree Removal Ordinance, 07/19/16

Email Erml-Martinez to Joseph Centorino, Outside Employment Opinion, 8/8/16

Email Martha D. Perez (Perez) to Erml-Martinez re: Charles LaPradd, RER, Conflicting employment, INQ-204, 8/8/17

Email Perez to Erml-Martinez re: INQ- 16-204 Conflicting Employment, LaPradd, 9/19/16

Perez' notes of conversation with Erml-Martinez, on or about Jan. 2017

Email Erml-Martinez to Perez re: Letter to Charles LaPradd, Request for Outside Employment-C. LaPradd, 8/05/16

Cash Lease of Farm Land between landlords Charles and Cynthia LaPradd and tenant Dona, S. LaPradd, 3/1/2013

Brooks Reports, settlement detail reports, and settlement vouchers deliveries credited to C & L Groves account in July, August, and September 2017

MDC Travel Request Form, Charles LaPradd, 10/21/16

MDC Memo Agenda Item No. 3(B)(4), re: grant for diseased avocado tree removal

Excerpts Hurricane Irma Local Report/Summary, National Weather Service, 9/10/17

MDC Clerk's Summary of Meeting Minutes Parks and Cultural Affairs, 6/13/18 Res. # 181322

Email invitation Daniella Levine Cava (DIST8), re: Meeting with Charles LaPradd, 4/5/18

MDC Memo Agenda Item No. 11(A)(5), 7/10/18

MDC Management/Professional Performance Evaluation Charles LaPradd, 10/25/18

Conclusion:

Pursuant to Section 2-11 of the MDC Code, a County employee may be denied outside employment at any time if the County determines it is contrary, detrimental or adverse to the County's interests. INQ 16-204 was issued at the request of Emrl-Martinez because it was discovered that LaPradd had never submitted a request for outside employment and significantly, had a substantial financial interest in the commercial avocado business, the very industry he oversees as the County's Agricultural Manager.

In light of LaPradd's commercial avocado business, the INQ focused on three issues:

- 1) LaPradd's enforcement of the LW disease (LWD);
- 2) LaPradd's possible applications and/or allocations of funding sources (ie. grants) to his commercial avocado business; and,
- 3) LaPradd's oversight of County programs available to commercial avocado businesses, including his own.

To that end, the County attempted to mitigate any potential conflicts presented by LaPradd's outside employment by: divesting him from any enforcement oversight of the LWD; and, LaPradd himself agreeing not to seek any grants or other sources of County funding on behalf of his commercial avocado business. It is noted that this office has not been provided any information concerning any complaints from other commercial avocado growers against LaPradd.

It is important to note that INQ 16-204 went beyond addressing Section 2-11.1(j) of the County Ethics Code (Conflicting employment prohibited) and also discussed possible conflicts arising from Section 2-11.1(g) of the County Ethics Code (Exploitation of official position). Considering INQ 16-204, County personnel took administrative actions focusing on eliminating or reducing any potential conflicts for LaPradd. These included denial of his outside employment; divesting LaPradd of certain management or oversight responsibilities (ie., tree removal of LWD trees was transferred to PROS) and suggesting the alternative of renting the grove to a family member. It is the latter that merited further review.

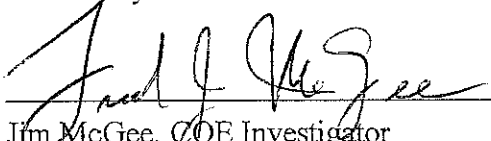
The COE has reviewed the lease per Salomon's request. LaPradd has leased the agricultural land on his property to his mother "to maintain the land... [and] operate the land..." while retaining approval to cut or remove trees. LaPradd's mother shall use the property to fertilize, spray, harvest and market the avocado trees and avocado crop on the property while LaPradd retains responsibilities over the maintenance of the property including, mow the land, trim the trees and treat/remove trees infected with LWD. While it is asserted that LaPradd has divested himself from the management and operation of the business, it is not clear that LaPradd has divested himself from all interest, direct or indirect, in the commercial avocado business. After all, the avocado grove remains under LaPradd's ownership and LaPradd may profit from the rental of

the grove and/or the success of the business (for example, profitability in the commercial avocado business may result in the value increase of the land/property). This business arrangement may implicate other sections of the Ethics Code worthy of review.

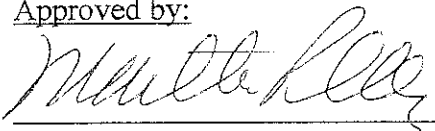
Again, while there is no evidence that LaPradd has engaged in conduct warranting an investigation regarding a conflict of interest between his public position and his avocado grove, LaPradd should be aware of other sections of the County Ethics Code which may affect his public role vis-à-vis his private interests in the avocado growing industry, for example:

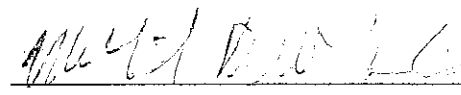
- a) Section 2-11.1(g), *Exploitation of official position*, prohibits LaPradd from using or attempting to use his official position to secure any special privileges or exemptions for himself or others;
- b) Section 2-11.1(l), *Prohibited investments*, prohibits LaPradd from having personal investments in any enterprise, himself or through an immediate family member (parent), which will create a substantial conflict between his private interests and the public interest;
- c) Section 2-11.1(n), *Actions prohibited when financial interests involved*, prohibits LaPradd from participating in any official action, directly or indirectly, affecting a business in which he or any member of his immediate family (parent) has a financial interest. Financial interest is defined as "an investment or something in the nature of an investment."

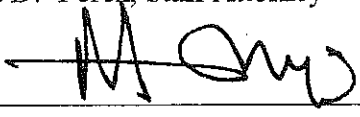
Therefore, LaPradd's management or oversight of programs aimed exclusively at the County's avocado industry (which is the second-largest commercial agricultural product in Miami-Dade County) should be closely scrutinized to avoid claims of ethical misconduct. RER may wish to look at ways to adjust LaPradd's duties and responsibilities (as Agricultural Manager) to the County's commercial avocado growers so that his involvement in this area will not run afoul of the County Ethics Code.


Jim McGee, COE Investigator

Approved by:


Martha D. Perez, Staff Attorney


Michael Murawski, Advocate


Jose Arrojo, Executive Director