



To: Karla Green, Director of Human Resources for the City of Coral Gables

From: Miriam Soler Ramos, City Attorney for the City of Coral Gables *MSR*

RE: Legal Opinion Regarding Weidenfeld's Outside Employment Request- Revisited

Date: July 13, 2018

In January, you inquired whether Sgt. Weidenfeld's outside employment request should be granted due to concerns about conflicting employment. Sgt. Weidenfeld was requesting permission to conduct routine background investigations and firearms training. Based on the information I had at the time, and applying factors used by the Ethics Commission in evaluating whether a particular activity constitutes conflict employment, I advised that Sgt. Weidenfeld's request to perform firearms training as outside employment was permissible but that his request to conduct background investigations would amount to conflicting employment.

Since that time, Sgt. Weidenfeld has provided additional information regarding his outside employment. Given that new information and based on a recent decision of the Ethics Commission, I conclude that Sgt. Weidenfeld may, in fact, engage in both activities via outside employment without running afoul of the conflicting employment provisions in the Miami-Dade Ethics Code and the City's Ethics Code.

Sgt. Weidenfeld, who is assigned to CGPD's Training Section, wishes to conduct training and background investigations with Florida Intelligence & Research, Inc. (Florida I & R). He has advised that he has been Vice President of Florida I & R since 2003. Further, according to Sgt. Weidenfeld, Florida I & R provides basic firearms training for individuals and conducts background investigations for private businesses, individuals, insurance companies, and some law firms. He has asserted that Florida I & R is not a City vendor and that it does not do any work for government agencies. In addition, Sgt. Weidenfeld has informed me that he is not in a position to refer Florida I & R's services to the City.

In February 2018, the Ethics Commission issued INQ 18-54 regarding an individual who is employed as an "Emergency Medical Dispatch Quality Assurance Specialist," conducting quality assurance personnel reviews, evaluating 911 communication tapes for compliance and conducting training for the Miami-Dade Police Department (MDPD). While employed with

MDPD, he engaged in outside employment for the preceding 7 years with a private company and wishes to continue to do so. In that role, he evaluates quality assurance employees of other outside/non-County agencies, conducting many of the same tasks that he conducts for MDPD. The company actually contracts with the County for the use of software and protocols and he uses the same software applications in his County position as he does while conducting his outside employment. The Ethics Commission concluded that the outside employment did not constitute conflicting employment for a number of reasons but recommended that series of limitations be imposed. Many of the reasons that led the Ethics Commission to their conclusion, are present for Sgt. Weidenfeld and are detailed below:

- Sgt. Weidenfeld has been working for Florida I & R while employed by CGPD without any incident evidencing a conflict.
- While his work for the City and Florida I & R are similar, Florida I & R only performs those services for private companies.
- Florida I & R is not a City vendor.
- Sgt. Weidenfeld has been previously approved for outside employment with Florida I & R.
- Sgt. Weidenfeld has indicated that he is not in a position to recommend Florida I & R's services to the City.
- The City is unaware of any evidence that the Sgt.'s judgement has been impaired as a result of his outside employment.

The INQ states that "similarity between an employee's [City] duties and his or her outside employment duties does not indicate, by itself, the existence of a conflict of interest." It further states: "The [Ethics Commission] has opined that, with limitations, a [City] employee who performs similar services for the [City] and his outside employer/[City] vendor, may continue performing his outside employment even though his [City] department oversees the outside employer's contract." In this case, Sgt. Weidenfeld's outside employment has no relationship to the City. Based on the analysis in the INQ, I conclude that the Sgt.'s outside employment (both conducting firearms training and performing background investigations for private entities) does not constitute conflicting employment.

The INQ sets forth a number of limitations, some of which are also appropriate for Sgt. Weidenfeld. The following limitations are therefore recommended for the Sgt.:

1. Sgt. Weidenfeld shall not take any actions or make any recommendations to the City, as a City employee, on any matters involving Florida I & R.
2. Sgt. Weidenfeld shall not disclose confidential information acquired by reason of his City position or use that information for personal gain or benefit or for the benefit of Florida I & R.
3. Sgt. Weidenfeld shall not engage in activities that relate in any way to his outside employment during his work hours.
4. Sgt. Weidenfeld shall not use his official position with the City to secure special privileges or exemptions for himself or Florida I & R.

If you have any questions or concerns or knowledge that any of the information provided is inaccurate, please let me know. Otherwise, I will issue this as a City Attorney opinion.

This opinion is issued in accordance with Sec. 2-252(e)(1) and (8) also 2-300 of the City Code, authorizing the City Attorney's Office to issue opinions and interpretations on behalf of the City.

From: [Ramos, Miriam](#)
To: [Paulk, Enga](#)
Subject: FW: Weidenfeld outside employment request - revisited
Date: Friday, July 13, 2018 8:15:44 AM
Attachments: [image002.png](#)
[image004.png](#)

Good morning. Please publish.

Miriam Soler Ramos, Esq., B.C.S.

City Attorney

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From: Green, Karla
Sent: Thursday, July 12, 2018 3:19 PM
To: Ramos, Miriam <mramos@coralgables.com>
Subject: RE: Weidenfeld outside employment request - revisited

Thank you for this clarification Miriam.

From: Ramos, Miriam
Sent: Thursday, July 12, 2018 7:07 AM
To: Green, Karla
Subject: Weidenfeld outside employment request - revisited

Good morning Karla,

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