

Honesty - Integrity - Character

Agenda

April 3, 2025 – 1:30 p.m.
Governmental Center,
301 North Olive Avenue, 6th Floor
Commissioners Chambers

Palm Beach County

Commission on Ethics

300 North Dixie Highway, Ste 450

West Palm Beach, FL 33401

561.355.1915

Hotline: 877.766.5920

E-mail: ethics@pbcgov.org

Commissioners

Michael S. Kridel

Peter L. Cruise

Michael H. Kugler

Rodney G. Romano

Kristin A. Vara-Garcia

Executive Director

Christie Kelley

General Counsel

Rhonda Giger

Intake & Compliance Manager

Gina A. Levesque

Education & Communications Manager

S. Lizabeth Martin

Investigator

Mark A. Higgs

Investigator

Abigail Irizarry

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Introductory Remarks
- V. Approval of Minutes from March 6, 2025
- VI. Processed Advisory Opinions (Consent Agenda)
 - a. RQO 25-004
- VII. Items Pulled from Consent Agenda
 - a.
- VIII. Executive Director Comments
- IX. Commission Comments
- X. Public Comments
- XI. Adjournment

If a person decides to appeal any decision made by this Commission with respect to any matter considered at this meeting or hearing, (s)he will need a record of the proceedings, and that, for such purpose, (s)he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**OFFICIAL MEETING MINUTES
OF THE
PALM BEACH COUNTY COMMISSION ON ETHICS (COE)
PALM BEACH COUNTY, FLORIDA
MARCH 6, 2025**

**THURSDAY
1:30 P.M.**

**WEISMAN GOVERNMENTAL CENTER
COMMISSION CHAMBERS**

MEMBERS:

Kristin A. Vara-Garcia, Chair
Michael S. Kridel, Vice Chair
Peter L. Cruise
Michael H. Kugler
Rodney G. Romano

COMMISSION ON ETHICS STAFF PRESENT:

Rhonda Giger, General Counsel
Mark Higgs, COE Investigator II
Abigail Irizarry, COE Investigator II
Christie E. Kelley, COE Director III
Gina A. Levesque, COE Intake and Compliance Manager
S. Lizabeth Martin, COE Communication and Education Manager

CLERK OF THE CIRCUIT COURT & COMPTROLLER'S OFFICE STAFF PRESENT:

Danielle Freeman, Deputy Clerk

I. Call to Order

The chair called the meeting to order at 1:30 p.m.

II. Pledge of Allegiance

Commissioner Cruise led the Pledge of Allegiance.

III. Nomination and Election of new Chairperson (to begin presiding over meeting immediately upon election).

Chair Vara-Garcia opened the floor for the nomination of chairperson.

Commissioner Cruise nominated Vice Chair Kridel as Chair, and Commissioner Romano seconded.

(CLERK'S NOTE: Vice Chair Kridel joined the meeting via telephone.)

Vice Chair Kridel accepted the nomination of chairperson.

No other nominations were made.

Vice Chair Kridel was appointed as chair for the term of one year.

IV. Nomination and Election of new Vice Chairperson

Commissioner Vara-Garcia opened the floor for nominations of vice chairperson.

Commissioner Romano nominated Commissioner Cruise as vice chair, and Commissioner Kugler seconded.

No other nominations were made.

Commissioner Cruise was appointed as vice chair for a term of one year.

V. Roll Call

Present: Commissioner Kristin A. Vara-Garcia, Vice Chair Peter L. Cruise, Commissioner Michael H. Kugler, and Commissioner Rodney G. Romano

Absent: Chair Michael S. Kridel

VI. Election

MOTION to nominate Michael S. Kridel as the chair. Motion by Commissioner Cruise, seconded by Commissioner Romano, and carried 4-0.

MOTION to nominate Peter L. Cruise as the vice chair. Motion by Rodney G. Romano, seconded by Commissioner Kugler, and carried 4-0.

VII. Introductory Remarks

(CLERK'S NOTE: Vice Chair Cruise served as chair in the absence of Chair Kridel.

No introductory remarks were made.

VIII. Approval of Minutes from February 6, 2025

MOTION to approve the February 6, 2025, minutes. Motion by Commissioner Kugler, seconded by Commissioner Vara-Garcia, and carried 4-0.

IX. Processed Advisory Opinions (Consent Agenda)

a. RQO 25-003

MOTION to approve the consent agenda. Motion by Commissioner Vara-Garcia, seconded by Commissioner Romano, and carried 4-0.

X. Items Pulled from Consent Agenda

No Items were pulled from the consent agenda.

XI. Executive Director Comments

Ms. Kelly reported the following updates:

1.

In February, staff conducted two ethics training courses for Riviera Beach Board members.

2.

Staff participated in several outreach events for Ethical Governance Day.

3.

The cycle for COE staff participation in municipal meetings began in February, with Ms. Giger attending.

4.

Staff continued to work on the COE's social media platforms to recognize their 15th year anniversary.

5.

Ms. Kelly announced that a proclamation recognizing Commission on Ethics Awareness Month would take place at the next BCC meeting, extending an invitation for all to attend.

Commissioner Cruise confirmed with Ms. Kelly that the BCC meeting would begin at 9:30 a.m.

XII. Commission Comments

No comments were made.

XIII. Public Comments

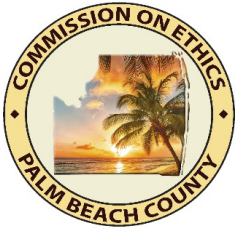
There were no public comments.

XIV. Adjournment

At 1:37 p.m., the chair declared the meeting adjourned.

APPROVED:

Chair/Vice Chair



Honesty - Integrity - Character

Palm Beach County Commission on Ethics

Commissioners
Michael S. Kridel, Chair
Peter L. Cruise, Vice Chair
Michael H. Kugler
Rodney G. Romano
Kristin A. Vara-Garcia

Executive Director
Christie Kelley

March 17, 2025

Lt. Marcy Perry, Training and Development Manager
Palm Beach County Animal Care and Control
Public Safety Department
7100 Belvedere Road
West Palm Beach, FL. 33411

Re: RQO 25-004
Outside Employment

Dear Lt. Perry:

Your request for an advisory opinion to the Palm Beach County Commission on Ethics (COE) has been received and reviewed. The opinion rendered is as follows:

QUESTION:

Does the Palm Beach County Code of Ethics (Code) prohibit you as a Palm Beach County (County) employee from accepting part-time outside employment with Furry Friends, an agency who has an active contract for services with your County department?

BRIEF ANSWER:

Generally, the Code prohibits public employees from accepting concurrent employment, directly or indirectly, with any "outside employer" who has an active contract with their department. However, considering the facts as presented, including the specific circumstances involved in the contract implementation and the size of the department involved, a limited exception is being implemented in this discrete situation.

FACTS:

You are an employee with Palm Beach County Animal Care and Control (ACC). ACC is a division of the Public Safety Department. You are the Field Services Manager and your working title is Training and Development Manager. In your role, you are responsible for developing, structuring and managing the department's training program, as well as overseeing and managing staff in the field enforcement section. Your primary workplace is located at 4601 Community Drive, and is separate from the main ACC facility on Belvedere Road. Your work focus is to enhance field operations through effective training, leadership, and compliance oversight. Generally, your job focus is on improving performance, professional development, and ensuring that officers are well-equipped to uphold regulations and provide high-quality service to the community.

You want to work for an outside employer, Furry Friends, outside of your County work hours, but are aware they are a County vendor. Additionally, you are concerned you do not meet the requirements of the outside employment waiver as the Public Safety Department is in charge of the Furry Friends contract. Your job duties do not involve any participation in contract negotiations, implementation, enforcement, or oversight. Those tasks occur at a different location and involve specific personnel. You have no participation whatsoever in any of the various ACC contracts.

According to Janet Steele, the ACC Division Director, she personally negotiates all contracts implemented by ACC. She confirmed that you are not involved in negotiating, enforcing, overseeing, or administering any of ACC's contracts, nor have you participated in determining the award or requirements therein. The majority of the local contracts are with other animal shelters, veterinarians and animal rescue organizations for veterinary services, animal rescues and/or animal holding. On occasion, product or service specific advice is sought from the Chief of Veterinary Services and/or the Manager of Procurement and Stores. The contract scope, agenda item summary, and agenda item documentation are all done by the Manager of Procurement and Stores.¹ As the Division Director, Ms. Steele signs off on all ACC contracts and then recommends approval to the Department Director of Public Safety. After this process, the proposed contracts are presented to the Palm Beach County Board of County Commissioners (BCC).

Here, the subject contract is between the County and Furry Friends. Ms. Steele negotiated the contract terms with the CEO of Furry Friends. The manager of Procurement and Stores prepared and submitted all of the agenda item paperwork, and Ms. Steele approved the final packet. The final packet was then sent to the Public Safety Department Director for approval and processing. After this, the contract was presented to the BCC during a public meeting. According to Ms. Steele, at no point were any other ACC staff or lower level ACC managers involved in the negotiation, documentation, or approval process.

The Public Safety Department consists of six divisions and has approximately 267 positions. Over 40% of the Public Safety positions are employed with ACC.

ANSWER:

In general, the Code prohibits public employees from accepting employment, directly or indirectly, with any "outside employer" that is a vendor of their public employer. However, if certain criteria are satisfied, there is an exception and a process by which this contractual relationship prohibition may be waived for employees.

Historically, the part-time employment waiver has often been available to employees who wished to maintain secondary employment. Currently, in order to qualify for an outside employment waiver, the employee's department must not oversee, administer, or enforce the subject contract. In the past, this requirement has been enforced without implementing a fact-

¹ This position is an administrative role within ACC.

specific analysis, thus all departments, regardless of size, have been treated identically. Recently, however, the subject of outside employment with vendors has frequently arisen. Because of this, the COE will partake in a case-by-case analysis when presented with this topic. This change in process is equitable considering the complexities of each individual situation.

At present, in order to qualify for an outside employment waiver, Section 2-443(e)(5) of the Code requires the following:

- a. The employee or his or her spouse, domestic partner, household member, or relative does not work in the county or municipal department as applicable which will enforce, oversee or administer the subject contract; and
- b. The outside employment would not interfere with or otherwise impair his or her independence of judgment or otherwise interfere with the full and faithful performance of his or her public duties to the county or municipality as applicable; and
- c. The employee or his or her spouse, domestic partner, household member, or relative has not participated in determining the subject contract requirements or awarding the contract; and
- d. The employee's job responsibilities and job description will not require him or her to be involved in the outside employer's contract in any way including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination or forbearance; and
- e. The employee demonstrates compliance with applicable county or municipal policy regarding outside employment and obtains written permission from his or her supervisor; and
- f. The employee has obtained a conflict of interest waiver signed by the chief administrative officer, or his or her designee, and the employee's direct supervisor, or his or her designee, based on a finding that no conflict exists.

In the current situation, you are able to meet the necessary requirements except those contained in "section a." This is because you **work** in the department that will "enforce, oversee or administer" the contract in question.

The intent behind this section of the Code is to ensure that all employees' personal or financial interests do not conflict with their official duties. For example, an employee should not be in a position to favor the contract of their outside employer over other proposals, or to use their position to secure favorable contract terms. Additionally, government employees must not be in a role where their duties surrounding contract implementation or oversight could create the perception of favoritism or preferential treatment, as this could undermine public trust in the impartiality of government operations. Ultimately, the purpose of the Code is to ensure that employees are not able to manipulate the terms or conditions of a contract with a vendor so that it results in the personal enrichment of the employee or their outside employer.

In your role with ACC, you do not enforce, oversee, or administer any of ACC's contracts, nor have you participated in determining the award or requirements therein. In fact, your County job

responsibilities do not require that you be involved in any contracts whatsoever. Further, you also do not have any relative involved in any of the above-mentioned facets of these contracts. Additionally, you are able to comply with applicable requirements by obtaining written permission from your supervisor. Finally, it is important to focus on the size of the department involved – the Public Safety Department has over 250 employees, very few of whom play a role in any component of vendor contracts. Looking at the facts in this specific situation, the terms of the Code are overbroad in their application and require the COE to implement an individualized, fact specific approach to its analysis. Considering all of this, and noting that there is no overlap between the contract and your duties with the County, you are not prohibited from maintaining outside employment with Furry Friends as long as you send a copy of the completed waiver form to the COE. The waiver form can be found on the COE's website at: <https://www.palmbeachcountyethics.com/forms.html>.

As a reminder, the Code also prohibits any employee from using or attempting to use his or her official position with the County in any way, including influencing others to take some action, to give a special financial benefit to specified persons and entities, including to herself or to an outside employer.² Additionally, the Code prohibits any employee from using his or her official position to corruptly secure a special benefit of any kind for anyone, including herself or an outside employer.³ Further, while the Code does not restrict the specific outside employment contemplated here, in relying on this opinion, you must be mindful that as a public employee, no quid pro quo or other benefit may be given for an official act or the past, present, or future performance of a public duty.⁴

LEGAL BASIS:

The legal basis for this opinion is found in Sec. 2-443(d) and Sec. 2-443(e) of the Code:

Sec. 2-443. Prohibited conduct.

(d) ***Contractual relationships.*** No official or employee shall enter into any contract or other transaction for goods or services with his or her respective county or municipality. This prohibition extends to all contracts or transactions between the county or municipality as applicable or any person, agency or entity acting for the county or municipality as applicable, and the official or employee, directly or indirectly, or the official or employee's outside employer or business. Any such contract, agreement, or business arrangement entered into in violation of this subsection may be rescinded or declared void by the board of county commissioners pursuant to section 2-448(c) or by the local municipal governing body pursuant to local ordinance as applicable. This prohibition shall not apply to employees who enter into contracts with Palm Beach County or a municipality as part of their official duties with the county or that municipality. This prohibition also shall not apply to officials or employees who purchase goods from the county or municipality on

² Sec. 2-443(a)

³ Sec. 2-443(b)

⁴ Sec. 2-444(e)

the same terms available to all members of the public. This prohibition shall also not apply to advisory board members provided the subject contract or transaction is disclosed at a duly noticed public meeting of the governing body and the advisory board member's board provides no regulation, oversight, management, or policy-setting recommendations regarding the subject contract or transaction.

(e) **Exceptions and waiver.** The requirements of subsection (d) above may be waived as it pertains to advisory board members where the advisory board member's board is purely advisory and provides regulation, oversight, management, or policy-setting recommendations regarding the subject contract or transaction. No waiver shall be allowed where the advisory board member's board is not purely advisory and provides regulation, oversight, management, or policy-setting recommendations regarding the subject contract or transaction. Waiver may be effected by the board of county commissioners or by the local municipal governing body as applicable upon full disclosure of the contract or transaction prior to the waiver and an affirmative vote of a majority plus one (1) of the total membership of the board of county commissioners or the local municipal governing body as applicable. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after full disclosure of the contract or transaction at a public hearing, by the appointing person. In addition, no official or employee shall be held in violation of subsection (d) if:

(5) Notwithstanding any provision to the contrary, subsection (d) shall not be construed to prevent an employee from seeking part-time employment with an outside employer who has entered into a contract for goods or services with the county or municipality as applicable provided that:

a. The employee or his or her spouse, domestic partner, household member, or relative does not work in the county or municipal department as applicable which will enforce, oversee or administer the subject contract;

This opinion construes the Palm Beach County Code of Ethics Ordinance and is based upon the facts and circumstances that you have submitted. The COE does not investigate the facts and circumstances submitted but assume they are true for purposes of this advisory opinion. This opinion is not applicable to any conflict under state law, or with any relevant provision within the rules of The Florida Bar. Inquiries regarding possible conflicts under state law or bar rules should be directed to the State of Florida Commission on Ethics or The Florida Bar.

Please feel free to contact me at 561-355-1915 if I can be of any further assistance in this matter.

Sincerely,



Christie Kelley
Executive Director
RG/gal