

# REPORT OF INVESTIGATION



Complaint Number 23-042

## NOTICE CONCERNING CONFIDENTIALITY

This report of investigation concerns an alleged violation of Chapter 112, Part III, Florida Statutes, or other breach of public trust under provisions of Article II, Section 8, Florida Constitution. The Report and any exhibits may be confidential (exempt from the public records law) pursuant to Section 112.324, Florida Statutes, and Chapter 34-5, F.A.C., the rules of the Commission on Ethics. Unless the Respondent has waived the confidentiality in writing, this report will remain confidential until one of the following occurs: (1) the complaint is dismissed by the Commission; (2) the Commission finds sufficient evidence to order a public hearing; or (3) the Commission orders a public report as a final disposition of the matter.

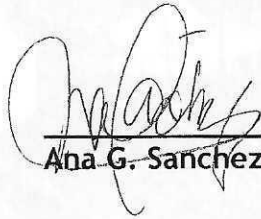
STATE OF FLORIDA  
COMMISSION ON ETHICS  
Post Office Drawer 15709  
Tallahassee, Florida 32317-5709

**REPORT OF INVESTIGATION**

**TITLE:** McKENZIE FLEURIMOND  
City Commissioner  
North Miami Beach, Florida

**COMPLAINT NO.:** 23-042  
Exhibits A and B

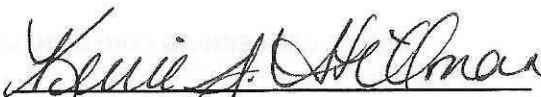
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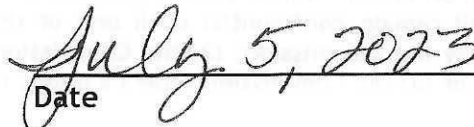
  
\_\_\_\_\_  
Ana G. Sanchez

**Distribution:**

Commission on Ethics  
Respondent  
Advocate  
File

**Releasing Authority:**

  
\_\_\_\_\_  
Kerrie J. Stillman,  
Executive Director

  
\_\_\_\_\_  
Date

\*\*\*\*

**REPORT OF INVESTIGATION  
COMPLAINT NO. 23-042**

(1) The Complainant, Stephanie Kienzle of Davie, alleges the Respondent, North Miami Beach City Commissioner McKenzie Fleurimond, used a City credit card to make a \$300 contribution to the Florida Democratic Party. The complaint indicates the contribution was in the form of a ticket to an event being sponsored by the Florida Democratic Party, and claims there was no public purpose in having the City underwrite the cost.

(2) The Executive Director of the Commission on Ethics noted that based upon the information provided in the complaint, the above-referenced allegation was sufficient to warrant a preliminary investigation to determine whether the Respondent's actions violated Article II, Section 8(h)(2), Florida Constitution (Disproportionate Benefit), and Section 112.313(6), Florida Statutes (Misuse of Public Position).

(3) The Complainant attached to her complaint as pages 3 through 6 a copy of the Respondent's Bank of America City-issued purchasing card (P-Card) bill covering charges made by the Respondent to the card between December 5, 2021, and January 4, 2022. The bill reflects a \$300 transaction on December 3, 2021 that posted on December 6, 2021. The description indicates the charge was for "Act Blue FL Democratic P."

(4) Appended as pages 8 through 10 of the complaint is a copy of an email sent to the Respondent from ActBlue.com on December 3, 2021. The subject line of the email reads, "Thank you for your contribution to Florida Democratic Party – Federal Account!" The email acknowledges receipt of the Respondent's \$300 contribution and includes one ticket to the Florida Democratic Party Leadership Blue 2021 Gala held in Orlando during the Florida Democratic Party's 2021 Leadership Blue Weekend.

(5) The Respondent, interviewed by telephone, advised he has continuously served as an elected North Miami Beach (NMB) City Commissioner since 2018, having first served briefly during 2010 and 2011 as an appointed Commissioner. The Respondent explained the City recently has undergone significant changes in leadership after much upheaval, and that many of those who held leadership positions within the City during the time period of this allegation are no longer employed by the City.

(6) The Respondent recalled he made a "last minute decision" to attend the Florida Democratic Party's 2021 Leadership Blue Weekend. Usually, he explained, he would submit prior authorization to travel on trips such as this but due to his last minute decision to attend this conference he was unable to do so. He said it is his belief that the \$300 that he charged to his City-issued P-Card was "the all-inclusive cost of the conference," including attending the Gala and all conference sessions offered during the weekend. The Respondent said he understood at that time that making a political contribution using his City-issued P-Card would be inappropriate and, had he been aware the \$300 charge was considered a political contribution, he maintains he would not have used his City P-Card for it.

(7) The Florida Democratic Party's annual Leadership Blue Weekend is described online as, "a weekend in support of FDP [Florida Democratic Party] and Florida's Democratic

candidates!" The 2021 Leadership Blue Weekend information, reviewed online, indicates that all conference events, "are free and open to all Democrats unless otherwise noted," and that the Conference included, "Training, meetings, guest speakers and a Gala." However, it is specifically noted that tickets were required to attend the Gala, and that Gala tickets were at a cost of \$300 each.

(8) The Gala registration page for the 2021 Conference is no longer active or available for review online. However, the current Gala registration page, updated for the 2023 event scheduled for July, contains the following notice: "This ActBlue page supports the Florida Democratic Party's Federal Account." The page also notes, "Your contribution will benefit Florida Democratic Party – Federal Account."

(9) The Respondent advised he has no specific recollection of having been provided a copy of the City's Purchasing Card Agreement and confirmed he has not reimbursed the City for the \$300 charge. He noted he provided the same emails attached to the complaint to the City as back-up documentation to support the City's payment of the \$300 charge. The Respondent said the charge went through the normal City review process and, he noted, "I was never asked to pay it back, nor was I aware, or told by anyone, that this was a non-approved charge."

(10) Mr. John Herin, the Interim City Attorney for the City of North Miami Beach, stated by telephone he has more than twenty years' of experience working with local governments and only recently was named Interim City Attorney. The City, he advised, has been embroiled in political turmoil since approximately 2020. As a result of the November 2022 election, the City underwent a change in City Commission and City leadership. In March 2023, he advised, the then-City Attorney resigned and the then-City Manager was terminated. Mr. Herin, who noted he was not serving as City Attorney during the time period covered by this allegation, opined that the Respondent's use of a City P-Card to make a "donation/contribution" to a political party would be an unauthorized use of the card.

(11) Ms. Sherece George, the Chief Procurement Officer for the City of North Miami Beach, stated by telephone that, at the time of these allegations, she was employed in the City's purchasing office but was not serving in her present position. Ms. George provided a copy of the City's "Purchasing Card Policy and Procedures Manual." Ms. George stated that City's practice has always been that everyone who is issued a P-Card by the City is provided a copy of the Purchasing Card Agreement. She noted card holders also are required to sign and acknowledge the Agreement (Exhibit A).

(12) Item number 3 of the Agreement (Exhibit A) notes that the P-Card is solely for allowable purchases directly related to the performance of the card holder's official duties and it cannot be used for non-City business. Item number 5 of the Agreement acknowledges receipt of the Policies and Procedures for the Use of the Purchasing Card and notes that failure to follow the policies may result in revocation of P-Card privileges.

(13) Ms. George advised she was unable to locate a copy the Purchasing Card Agreement signed by the Respondent therefore she is unable to confirm it was actually provided to the Respondent when he was issued a P-Card. Presently, she advised, no City Commissioner has

possession of a City P-Card due to questions related to their misuse. Ms. George stated that any unauthorized purchases placed on a P-Card are required to be reimbursed to the City. However, she advised, there is no indication the Respondent was ever notified that he owed the City a refund for his use of the P-Card to attend the 2021 Leadership Blue Weekend Gala.

(14) According to the City's P-Card Policy and Procedure Manual, Section III, titled "Limitations on Use of Procurement Cards," multiple "Prohibited Uses of Procurement Cards" are identified. Included in the list of prohibited uses of the P-Card are "Any item(s) for personal or non-City use." "Gifts and Donations" are also listed as a prohibited use (Exhibit B).

(15) Ms. Marcia Fennell, the Chief Financial Officer for the City of North Miami Beach, stated by telephone that the Respondent's use of the City P-Card was never questioned and no request was ever made of the Respondent to reimburse the City for the \$300 charge. There has been no reimbursement made by the Respondent related to the charge, she advised.

**END OF REPORT OF PRELIMINARY INVESTIGATION**

# EXHIBIT A

EXHIBIT A

**PROCUREMENT CARD POLICIES & PROCEDURES**

**Purchasing Card Agreement  
Card Holder**

I certify that I have received a City of North Miami Beach Purchasing Card to be utilized in the performance of my duties for the City. I agree to the following:

1. While making financial commitments on behalf of the City of North Miami Beach, I will strive to obtain fair and reasonable value on each purchase.
2. I acknowledge that I am the only person entitled to use the card and I am accountable for all charges made against the card.
3. I agree to use the Purchasing Card solely for allowable purchases directly related to the performance of my duties and I understand that I cannot use the Purchasing Card for personal use or for non-City business purposes. Should I use the Card for non-City business purposes, or in violation of established policies, I agree to reimburse the City for any costs associated with such misuses.
4. I acknowledge, agree, and authorize that should I fail to timely reimburse the City for any personal use or non-City business purpose purchase or charges on the City Purchasing Card, the City may deduct the amounts necessary to recover the costs of said purchases or charges from my salary or wages or accrued leave balances. I understand that such deductions shall continue from paycheck to paycheck until all amounts due are recovered by the City. If my employment with the City terminates before the aforementioned is repaid, any balance still owing may be taken out of my final paycheck. I further acknowledge and agree that this authorization is pursuant to and consistent with the provisions of Section 12.17, Florida Statutes.
5. I acknowledge that I have received the established Policies and Procedures for the Use of the Purchasing Card and will follow the policies and procedures. Failure to follow these policies and procedures may result in revocation of my privilege to use the Card and/or disciplinary action up to and including termination of employment.
6. I acknowledge that I am responsible for reconciling the monthly Statement of Account and resolving any discrepancies by contacting the vendor and notifying the P-Card Administrator.
7. I agree to return the Card immediately upon request or upon termination of employment or transfer to another position, division or department.
8. If the Purchasing Card is lost or stolen, I agree to notify the Purchasing Card Administrator and the Purchasing Card Company immediately.

I certify that I have received the City Purchasing Card identified below and a copy of the City of North Miami Beach policies and procedures related to said Card; and I understand and agree to the terms set forth therein. I acknowledge that I have received the Purchasing Card training that allows me to use the Card. I agree that I will relinquish my Purchasing Card to the City of North Miami Beach when requested to do so. I also understand that failure to use the Purchasing Card in accordance with all rules and regulations may require relinquishing the Card, reimbursement to the City, deduction from my salary, wages or leave accrual balances and/or disciplinary action up to and including termination of employment. I further understand that the City has zero tolerance for any purchases of a personal nature.

Note: Purchasing Card may only be assigned to full time employees.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name (Print)

\_\_\_\_\_  
Card Number (last four digits)

A-1

MEMORANDUM FOR THE DIRECTOR  
DATE: 10/10/68

On 10/10/68, [redacted] advised that [redacted] had been contacted by [redacted] who stated that [redacted] was currently in the [redacted] area and was being held by [redacted]. [redacted] stated that [redacted] was being held in a [redacted] building and was being guarded by [redacted]. [redacted] stated that [redacted] was being held in a [redacted] building and was being guarded by [redacted]. [redacted] stated that [redacted] was being held in a [redacted] building and was being guarded by [redacted].

**EXHIBIT B**

[redacted] advised that [redacted] was being held in a [redacted] building and was being guarded by [redacted]. [redacted] stated that [redacted] was being held in a [redacted] building and was being guarded by [redacted]. [redacted] stated that [redacted] was being held in a [redacted] building and was being guarded by [redacted]. [redacted] stated that [redacted] was being held in a [redacted] building and was being guarded by [redacted]. [redacted] stated that [redacted] was being held in a [redacted] building and was being guarded by [redacted]. [redacted] stated that [redacted] was being held in a [redacted] building and was being guarded by [redacted].

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**EXHIBIT B**



## PROCUREMENT CARD POLICIES & PROCEDURES

specified in written request. A copy of the written request and all receipts must be attached for payment to Finance.

### Prohibited uses of the P-Card include the following transactions:

- ▪       Alcoholic Beverages
- Ammunition/Weapons
- Any additional goods/services, specifically restricted by the Chief Procurement Officer, as notified from time to time.
- Any items(s) for personal or non-City use
- Cash advances of any kind
- Cash Refunds – any refund must be in the form of a credit to the P-Card account
- Computers & Computer Printers (Exception for item approved by I.T. and Procurement Managed Division.)
- Construction Projects
- Consulting Services
- Eating Establishments/Restaurants (permitted with prior written approval of the City Manager)
- Entertainment/Performers (exception for Recreation/Cultural Arts programs and approved by Procurement Management Division)
- Fines and Late Fee Penalties
- Florida Sales tax
- Gasoline, Fuel, or Oil (exception for approved travel outside the County)
- Gifts and Donations (excludes official gifts by the Chief Procurement Officer and City Manager)
- Goods/services available on a current City contract, (with the exception of those items approved by the Procurement Management Division, i.e. Office Depot, Home Depot)
- Goods/Services specifically restricted by the Procurement Managed Division, the City Manager, or the City of North Miami Beach Code of Ordinances
- Independent Contractor Services
- Industries such as Antique/Pawn Shops, Antique Reproductions, Jewelry Stores, Dating & Escorting Services, Massage Parlors, Betting/Track/Casino, Lotto, Precious Stones & Metals, Stamp & Coin Stores, Health & Beauty Spas, etc.
- Insurance
- Interest and Finance Charges
- Legal Services
- Lobbying
- Maintenance Contracts
- Medical Services
- Miscellaneous Services such as Tailors, Laundry/Dry Cleaning, Barber/Beauty Shops, Shoe Repair, etc.
- Postage
- Purchases over \$1,000
- Specialty Retail Stores such as Duty-Free Stores, Glassware/Crystal Stores, Religious Good Stores, Hearing Aides, Orthopedic Goods, Cigar Stores, etc.