



**Joseph M. Centorino**, Inspector General

TO: Honorable Mayor and Members of the City Commissioners  
FROM: Joseph Centorino, Inspector General

DATE: November 26, 2024  
RE: Investigation of MBPD Civilian Employee for Exploitation of Official Position  
OIG No. 24-28

### **INVESTIGATIVE SUMMARY**

On February 23, 2022, four female civilian employees of the Criminal Analysis Unit at the Miami Beach Police Department came to the Office of the Inspector General (OIG) to file complaints against the supervisor of that unit, Clifford Sparks (Subject). The Subject, a civilian employee of the department and a former police officer, was accused of unethical conduct involving alleged sexual harassment of subordinate employees and misuse of City resources in connection with private business activity. During the initial and several subsequent meetings with the OIG, the complainants provided details on both matters, including personal observations and experiences, as well as documents such as texts, departmental purchase records, photographs and related material.

The sexual harassment allegations involved the subject's texting the employees at night, engaging in inappropriate online and personal conversations and comments, unwelcome hugs, and, in the context of what the Subject suggested were surprise "Christmas gifts," driving each of them on separate occasions in his City vehicle to a massage parlor in the City for a complimentary massage arranged by him.

The allegations of misuse of City resources centered on the Subject's utilization of his position in the Police Department to promote the department's engagement with a company owned by a business partner of his with the intent to create a new software system to improve the Police Department's records management, along with the expectation that he would be compensated by the company. The activity included his personal involvement in the proposed project and his direction of subordinate employees in testing equipment related to that project on City time. The complainants provided documents relevant to that activity.

The OIG conducted a preliminary investigation on both allegations to determine whether possible violations of the Miami-Dade County Ethics Code may have occurred.

The sexual harassment allegation had already been the subject of a police Internal Affairs Investigation (Case No. I2021-030), which was completed prior to the OIG's receipt of the complaints. The OIG obtained and reviewed a copy of the IA Report and transcribed statements taken in that investigation, which included statements taken from the complainants and the

Subject, as well as other Police Department personnel and supervisors.

The IA investigation had been shared with the Human Resources Director and resulted in a determination that the Subject had violated City Work Rule DRR 6.7.2, *Courtesy and Respect*, as well as SOP#145, *Social Media and Social Networking*. Based on those violations, the Subject was subjected to disciplinary action, which included (1) a written warning; (2) reclassification of his position amounting to a reduction in class but no reduction in salary; and (3) Mandatory attendance at employee assistance counseling and coaching.

The OIG reviewed the allegations with the complainants, all of whom, although no longer directly under his supervision, expressed concern and discomfort about their interactions with him. The OIG also took a sworn statement from a retired MBPD employee witness who was familiar with the Subject but did not work in the same unit as the complainants. She had been questioned during the IA investigation about offensive actions by the Subject toward her, but had not been asked, nor did she disclose, whether she herself had been offered an arranged massage by the Subject. She testified to the OIG that she had been offered the same "gift" massage as the others. This witness was also aware of the Subject's attempts to promote his private business with the police department and his use of other police employees to test equipment related to that business during working hours.

The Ethics Commission staff reviewed the information provided by the OIG and determined that there was insufficient evidence to prove a violation under the County Ethics Code for the sexual harassment charges. The complainants had also filed a complaint with the U.S. Equal Employment Opportunity Commission (EEOC) on those charges in which they were represented by private counsel. That matter has not yet been fully concluded.

In connection with the allegations that the Subject had improperly used his position and the personnel he supervised to promote his personal business interests, the OIG gathered and reviewed the Subject's personnel file, record of outside employment requests, corporate records and other relevant material supplied by the complainants or obtained from other sources. The information received by the OIG from the complainants and the failure of the Subject to properly request permission for outside employment or to file required Outside Employment statements with the City Clerk, together with examination of the rest of the available evidence, constituted *prima facie* evidence of *Exploitation of Official Position*, Section 2-11.1(g) and *Prohibition on Outside Employment*, Section 2-11.1(k)(2) of the Miami-Dade Code of Ethics as well as City Policies regarding the same issues.

The OIG shared all evidence and information on the outside employment issues with investigative staff at the Miami-Dade Commission on Ethics and Public Trust (COE) for consideration regarding possible violations of those provisions of the County Ethics Ordinance. The OIG continued working jointly with the COE investigator assigned to the investigation in obtaining further information from the City and other sources to support the allegations.

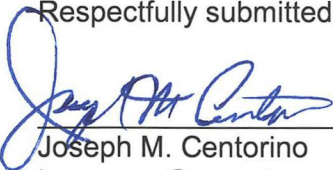
The COE Advocate concluded that the evidence of the Subject's use of City resources and personnel to promote the Subject's private business interests was sufficient to find probable cause that the Subject had violated those two provisions of the Miami-Dade Ethics Code, *Exploitation of Official Position*, Section 2-11.1(g) and *Prohibition on Outside Employment*, Section 2-11.1(k)(2). At the close of the joint investigation, the Inspector General filed an Ethics Complaint on those two charges with the COE (Exhibit 1), which is attached to this report, along with the Probable Cause Memorandum from the COE Advocate (Exhibit 2), also attached. The latter document contains further details regarding the investigation.

At the close of the Ethics enforcement action, the Subject, who had been interviewed during the investigation along with his business associate and Police Department supervisors, agreed to stipulate to probable cause for the violations and, in an agreed disposition with the Ethics Commission, admitted to one count of Exploitation of Official Position and one count of Unlawful Outside Employment. He was assessed a fine of \$1500 by the COE and directed to receive a Letter of Instruction (See Public Report and Final Order, Exhibit 3).

This is the seventh report issued by the OIG that has involved improper or unethical actions by City employees related to outside employment issues. It underscores the need for the City Administration and departments to more closely scrutinize such matters.

This report has been submitted to the City Administration and Police Department for any further action they may deem appropriate.

Respectfully submitted,

 11/26/2024  
Joseph M. Centorino  
Inspector General

cc: Eric Carpenter, City Manager  
Marla Alpizar, Human Resources Director  
Wayne Jones, Chief of Police  
Clifford Sparks, Subject

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## OFFICE OF INSPECTOR GENERAL CITY OF MIAMI BEACH

**IN RE:**

**ETHICS COMPLAINT**

**CLIFFORD SPARKS**

**C 24-XX-XX**

**RESPONDENT.**

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Petitioner, the Inspector General for the City of Miami Beach (hereinafter “the OIG”), pursuant to Section 2-1074(a)(1) of the Code of Miami-Dade County, files this Complaint against CLIFFORD SPARKS (hereinafter, “Respondent”), for violating the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1(g), entitled “*Exploitation of Official Position,*” and Section 2-11.1(k)(2)), entitled “*Prohibition on Outside Employment.*”

### STATEMENT OF JURISDICTION

1. The COE has jurisdiction pursuant to Sections 2-1068 and 2-1072 of the Code of Miami-Dade County.

### BACKGROUND AND FACTS

2. At all times relevant and pertinent to this Complaint, and specifically throughout 2021-2024, Respondent was a full-time employee of the City of Miami Beach Police Department (hereinafter “MBPD”) working as a supervisor for the Criminal Analysis Unit (hereinafter “CAU”).

3. CAU assisted detectives and other units at MBPD with data driven information, specifically by monitoring crime trends and providing the department with updated information specific to crime by location.

4. An investigation showed that the Respondent, in his capacity as the supervisor of the CAU, facilitated the introduction between a friend and/or business associate, Richard Jerome,



and the MBPD with the goal of developing a software program for MBPD's record management system.

5. At all times relevant and pertinent to this Complaint, Richard Jerome, served as President and Registered Agent for Crime Suppression Technologies, Inc. (hereinafter "CST").

6. On or about June 5, 2019, the Respondent created Vanguard Software Systems Inc, listing himself as the Registered Agent and both himself and Mr. Jerome as Presidents of the company.

7. On or about June 2019, the Respondent submitted a Request for Approval of Outside Employment form for Vanguard Software Systems, Inc., identifying himself as the "President of a technology company."

8. An investigation showed that the Respondent used his official position with the intent of facilitating MBPD's purchase of multiple devices for CST.

9. An investigation showed that the Respondent tasked his subordinates to test CST's software during work hours, outside of their MBPD work duties.

10. An investigation showed that the Respondent directed a subordinate to use her personal vehicle to evaluate the CST's software.

11. In 2021, Respondent created Sparks Will Fly Enterprises LLC, a Florida for profit corporation.

12. At all times relevant and pertinent to this Complaint, Respondent served as the Registered Agent for Sparks Will Fly Enterprises LLC, a Florida for-profit corporation.

13. In 2022, the Respondent maintained and served as Registered Agent and Manager of Sparks Will Fly Enterprises LLC.

14. In 2023, the Respondent maintained and served as Registered Agent and Manager of Sparks Will Fly Enterprises LLC.

15. An investigation showed that the Respondent failed to file the required Outside Employment Statement by July 1, 2022, disclosing the source of his outside employment, the nature of the work being done pursuant to same, and any amount or types of money or other consideration received by the employee for that outside employment, during tax year 2021.

16. An investigation showed that the Respondent failed to file the required Outside Employment Statement by July 1, 2023, disclosing the source of his outside employment, the nature of the work being done pursuant to same, and any amount or types of money or other consideration received by the employee for that outside employment, during tax year 2022.

#### LAW

17. **Section 2-11.1(g) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance**, entitled, "*Exploitation of official position prohibited*," states:

No person included in the terms defined in Subsection (b) (1) through (6) and (b) (13) shall use or attempt to use his or her official position to secure privileges or exemptions for himself or herself or others except as may be specifically permitted by other ordinances and resolutions previously ordained or adopted or hereafter to be ordained or adopted by the Board of County Commissioners.

18. **Section 2-11.1(k)(2) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance**, states in pertinent part:

All full-time County and municipal employees engaged in any outside employment for any person, firm, corporation or entity other than Miami-Dade County, or the respective municipality, or any of their agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done pursuant to same and any amount or types of money or other consideration received by the employee from said

outside employment. Said County employee's reports shall be filed with the supervisor of elections no later than 12:00 noon on July 1st of each year, including the July 1st following the last year that person held such employment.

19. Throughout the years 2021 and/or 2022, Respondent violated Section 2-11.1(g) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance by using his official position, to wit: supervisor of Criminal Analysis at MBPD, to secure a special privilege or exemption, to wit: utilizing City of Miami Beach resources, and City of Miami Beach employees, for himself or another, to wit: in furtherance of his outside employment activities and/or those of Richard Jerome and/or CST.

20. On or about July 2, 2022, Respondent violated Section 2-11.1(k)(2) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance when he failed to file, under oath, an annual report by July 1, 2022, indicating the source of his outside employment, the nature of the work being done pursuant to the same, and any amount or types of money or other consideration that he received from said outside employment for the year 2021.

21. On or about July 2, 2023, Respondent violated Section 2-11.1(k)(2) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance when he failed to file, under oath, an annual report by July 1, 2023, indicating the source of his outside employment, the nature of the work being done pursuant to the same, and any amount or types of money or other consideration that he received from said outside employment for the year 2022.

Wherefore, JOSEPH CENTORINO, Inspector General for the City of Miami Beach, requests the Miami-Dade County Commission on Ethics and Public Trust to enter an order against Respondent, CLIFFORD SPARKS, finding him in violation of Section 2-11.1(g), of the Miami-

Dade County Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1(k)(2), of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, and ordering that appropriate penalties be imposed as provided for in the Ordinance.

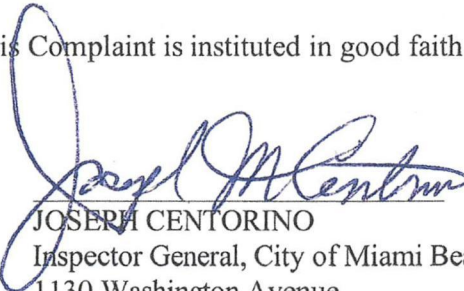
**NOTARY AND VERIFIED STATEMENT**

(Pursuant to § 2-1074(a)(1), Miami-Dade County Code)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Personally known to me and appeared before me, JOSEPH CENTORINO, whose signature appears below, being first duly sworn, says that the allegations set forth in this Complaint are based upon facts which have been sworn to as true by a material witness or witnesses and which if true would constitute the offenses alleged and that this Complaint is instituted in good faith.



JOSEPH CENTORINO  
Inspector General, City of Miami Beach  
1130 Washington Avenue  
Miami Beach, FL 33316

SWORN TO and SUBSCRIBED to before me this 6<sup>th</sup> day of NOVEMBER 2024, at Miami, Miami-Dade County, Florida.

  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

- personally known to me  
 produced identification and type of identification produced \_\_\_\_\_







## PROBABLE CAUSE MEMORANDUM

**To:** Miami-Dade County Commission on Ethics and Public Trust

**From:** Radia Turay, Advocate

**Re:** C 24-44-11 (In re: Clifford Sparks)

**Date:** November 2024

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### I. Recommendation:

There is **Probable Cause** to believe that Clifford Sparks, (hereinafter "Respondent"), violated Miami-Dade County Conflict of Interest and Code of Ethics Ordinance (hereinafter "Ethics Code"), specifically Sect. 2-11.1(g) entitled *Exploitation of official position prohibited* and Sect. 2-11.1(k)(2) entitled *Prohibition on Outside Employment*.<sup>1</sup>

### II. Background and Investigation:

The City of Miami Beach Office of Inspector General (hereinafter "City OIG") referred an ethics violation allegation involving civilian employee Clifford Sparks (hereinafter "Respondent") at the Miami Beach Police Department (hereinafter "MBPD") to the Miami Dade Commission on Ethics and Public Trust (hereinafter "COE"). Respondent has been employed by MBPD since 1996 and was the first supervisor of the Criminal Analysis Unit (CAU), overseeing four analysts. His unit provided data-driven support to detectives and other departments within MBPD. It was alleged that the Respondent had outside employment with his business partner, Richard Jerome, and was using his knowledge and experience with the MBPD, to develop a software program to help detect crime patterns and enhance officer safety. Additionally, it was claimed that he exploited his official position by having his subordinates test technical equipment for his outside business during City work hours. The COE reviewed and investigated this allegation.

A review of the Respondent's personnel file revealed that he submitted a Request for Approval of Outside Employment form in June 2019 for Vanguard Software Systems Inc. (hereinafter "Vanguard"), identifying himself as the "President of a technology company." See Request for

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<sup>1</sup> Probable Cause exists where there are reasonably trustworthy facts and circumstances for the Miami-Dade County Commission on Ethics and Public Trust ("COE") to conclude that the Respondent violated any County or municipal law or provision over which the COE has jurisdiction. See Miami-Dade Commission on Ethics and Public Trust Rules of Procedure 4.12(b).

Approval of Outside Employment 2019, attached hereto as "Exhibit A." A search on the Florida Department of State Division of Corporations website (Sunbiz) showed that Vanguard became effective on June 5, 2019, but is currently listed as "inactive." See Sunbiz.org Profile for Vanguard Software Systems Inc., attached hereto as "Exhibit B." The electronic Articles of Incorporation for Vanguard lists Respondent as the Registered Agent and Richard Jerome as an Officer/Director of the company. Id.

Our search of the Respondent's name on the State of Florida Department of State Division of Corporations website uncovered three additional businesses registered under his name: Sparks Will Fly Enterprises, LLC, Sparks Will Fly Industries LLC, and Stroke of Luck LLC. See Sunbiz.org Profile for Sparks Will Fly Enterprises, LLC, Sparks Will Fly Industries LLC, and Stroke of Luck LLC., attached hereto as "Exhibit C."

Sparks Will Fly Enterprises LLC – Sparks Will Fly Enterprises LLC, was created on November 29, 2021, and was administratively dissolved by the State of Florida Department of State Division of Corporations on September 27, 2024. Id. The Respondent is listed as the company's manager. Id.

Sparks Will Fly Industries LLC – Sparks Will Fly Industries LLC, was created on March 28, 2005, and was administratively dissolved by the State of Florida Department of State Division of Corporations on September 26, 2008. Id. The Respondent is listed as the company's manager. Id.

Stroke of Luck LLC - Stroke of Luck LLC, was created on December 9, 2014, and was administratively dissolved by the State of Florida Department of State Division of Corporations on September 23, 2016. Id. The Respondent is listed as one of the company's managers. Id.

However, no requests for outside employment related to Sparks Will Fly Enterprises, LLC, Sparks Will Fly Industries LLC, and Stroke of Luck LLC. were found in the Respondent's personnel file.

The investigation revealed that Respondent used his official position as supervisor of CAU to introduce his business partner, Richard Jerome (hereinafter "Mr. Jerome"), to former MBPD Police Chief Daniel Oates (hereinafter "Chief Oates") with the goal of having his business partner develop a software program for MBPD's record management system. The software program that was to be developed would purportedly assist MBPD with detecting crime patterns and offer an additional source of safety for officers.

As a result of Respondent's efforts, MBPD entered into two Letters of Understanding (hereinafter "LOU") with Crime Suppression Technologies (hereinafter "CST"), a company owned by the Respondent's business partner, Mr. Jerome. See Letters of Understanding/Crime Suppression Technologies Software Trial, attached as "Exhibit D." The LOUs state that MBPD will enter into

a CST software trial period during which MBPD will gain insight on new strategies in preventing, identifying, and suppressing crime. *Id.* The second of the two LOU's state that CST grants a limited license to MBPD for use of its propriety software during a one (1) year trial period commencing on February 3, 2021, and ending on February 3, 2022. *Id.*

An investigation showed that the Respondent communicated with Mr. Jerome about the software and CST several times a week, including during City work hours. He served as a consultant/ subject matter expert for CST providing the analytical data required to develop the software for CST. He also had his subordinates test the software during City work hours, despite it falling outside their job responsibilities.

Additionally, in violation of the terms outlined in a LOU between MBPD and CST, Respondent improperly purchased several pieces of technology equipment through MBPD for testing CST software without adhering to appropriate procurement procedures. *See* MBPD Request and Justification to Purchase, attached as "Exhibit E." Throughout this process, Respondent failed to request outside employment for his work for CST and his other businesses as outside employment. The Respondent also never filed any Outside Employment Statements with the City Clerk disclosing the source of his outside employment, the nature of the work being done pursuant to same, and any amount or types of money or other consideration received by the employee for that outside employment.

In addition to the above, the following interviews were conducted in furtherance of the COE investigation.<sup>2</sup>

a. *Amanda Regalado-Cisneros, Crime Analysis Specialist, Miami Beach Police Department*

Amanda Cisneros (hereinafter "Ms. Cisneros"), a Crime Analysis Specialist for MBPD, was interviewed regarding this matter. She has been with MBPD for approximately four years, and her responsibilities include monitoring crime trends and providing updated information specific to crime by location. She explained that the data she analyzes is sourced from the department's record management system, which aids in identifying crime trends. The Respondent was her supervisor.

Ms. Cisneros reported that Respondent frequently discussed a report-generating software he was developing with his business partner. She indicated that the Respondent described the software as having real-time crime-tracking capabilities and advocated for MBPD to adopt it through his alleged company, CST. Ms. Cisneros stated that the Respondent mentioned that he was experiencing pushback from the IT department and City Hall because he had to follow specific protocols. She noted that "everyone" was aware of the software and Respondent's involvement, as multiple meetings took place with the Respondent, his business partner "Rich" (Mr. Jerome),

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<sup>2</sup> Some actions performed by Respondent fell outside COE's three-year statute of limitations but are included for context.

the Police Chief, and the Deputy Police Chief Wayne Jones.

Ms. Cisneros stated that the Respondent would arrange for someone from their unit escort his business partner, Mr. Jerome, to the MBPD Chief's office whenever there was a meeting. She claimed that the Respondent would sometimes return from these meetings expressing frustration over departmental resistance to the new software. She also noted that some individuals within the department perceived Respondent's software project as a "get-rich-quick scheme."

Ms. Cisneros recounted that the Respondent directed her and her colleagues in the unit to test the software, referring to these sessions as "field training." During these "training" sessions, the Respondent instructed the unit, during work hours, to wear a "body-worn camera" strapped to their chest and walk to the beach to verify the software's functionality. *See Photograph of Analyst with device, attached hereto as "Exhibit F."*

Ms. Cisneros also recalled that the Respondent asked her to use her personal vehicle to test the software. She stated that he instructed her to attach a cellphone device to her vehicle, which had a GPS tracking system. The Respondent then directed them to different locations within the city to test the software's functionality. Ms. Cisneros reported that he contacted her and her colleague, Jacqueline Perez, on their personal cell phones during these tests to confirm whether the software was operational. Ms. Cisneros indicated that she felt uncomfortable and was concerned for her safety during these "field trainings," but stated that she complied due to the Respondent's supervisory role.

Ms. Cisneros added that the Respondent often used a small laptop to monitor the program's progress, which he would connect to one of the four 85-inch monitors in their MBPD office. The Respondent actively solicited staff feedback on the software's development. Ms. Cisneros stated that she participated in these sessions because Respondent was her supervisor. She indicated that the Respondent was eager for MBPD to adopt his software. She stated that the Respondent indicated that they were developing the software at no cost to the department, however, his partner eventually expected compensation for their work.

*b. Jacqueline Perez, Crime Analysis Specialist, Miami Beach Police Department*

Jacqueline Perez (hereinafter "Ms. Perez"), a Crime Analyst Specialist for MBPD, was interviewed regarding this matter. Ms. Perez has served as an analyst for approximately four (4) years. Her responsibilities include identifying risk factors and areas vulnerable to crime. The Respondent served as her direct supervisor.

Ms. Perez stated that the Respondent informed her about a software program he and his business partner were developing through his company, CST, with the objective of having MBPD eventually purchase the program. She reported that the Respondent informed her unit that the analysts would be tasked with testing the software to track its development. She recalled several



instances where the Respondent instructed her and her colleagues to use tablets and cellular phones for this purpose.

Ms. Perez recounted one instance where while working overtime for another unit, the Respondent arrived at that department and directed her to wear the equipment and walk across the street to Burger King to test the software. Ms. Perez stated that she felt uncomfortable conducting the test late at night, especially while working overtime for another unit. She indicated that when she expressed her concerns with the Respondent, he insisted that she proceed, which she did, given his supervisory position.

Ms. Perez further recalled that the Respondent instructed her and a colleague to use a vehicle to determine if the geo-mapping feature of the software was functioning. Ms. Perez explained that two analysts utilized an MBPD city vehicle, while she and Ms. Cisneros were directed to use Ms. Cisneros' personal vehicle. Despite finding the request unusual, Ms. Perez indicated that they complied due to the Respondent's supervisory authority.

Ms. Perez also reported that the Respondent directed the entire unit to walk to the beach area equipped with body cameras to test the software's functionality. *See* Exhibit F. She stated that she and her colleagues discussed their discomfort with testing these devices, especially while assigned to other duties and during City work hours. Ms. Perez noted that she did not believe the department was informed that the Respondent was using analysts to conduct testing of CST's software. She emphasized that she did not perceive the software testing as a formal directive from the department, explaining that her unit typically received such directives directly from the Chief's office. In this case, however, no such directive had been communicated.

While Ms. Perez stated that she had never met the Respondent's business partner, she recalled a few instances when her colleagues were asked to escort the Respondent's partner to the Chief's office. She also remembered overhearing the Respondent conversing with members of the IT department, seeking additional data access to demonstrate the software's capabilities.

*c. Antonella Castelo, Office Associate, Criminal Investigation Unit, Miami Beach Police Department*

Antonella Castelo (hereinafter "Ms. Castelo"), an Office Associate for the Criminal Investigation Department, was interviewed regarding this matter. She has held her position for three years and is responsible for administrative tasks such as preparing payroll, processing and distributing purchase requests, assisting in organizing training sessions, and serving as an assistant to the Major.

Ms. Castelo explained that in March 2021, Respondent approached her to order equipment for his unit. He requested that she bypass the chain of command and send the Request and Justification to Purchase form (hereinafter "purchase form") directly to Police Chief Oates' office. *See* Miami Beach Police Request and Justification to Purchase dated March 25, 2021, attached hereto as

“Exhibit E.” Ms. Castelo stated that she explained to Respondent that the procedure for submitting purchase requests had changed, and she could not circumvent the established process, which now required the use of DocuSign<sup>3</sup>. She confirmed that she processed the request through the appropriate channels.

*d. Daniel Morgalo, Major, Support Services, Miami Beach Police Department*

Major Daniel Morgalo (hereinafter “Major Morgalo”) of the MBPD was interviewed regarding this matter. He has been with MBPD for 28 years, and oversees all uniform patrol functions, including officers responding to calls, specialized units, and accident investigations. In January 2021, he was promoted to Captain of the Criminal Investigations Unit, where he supervised Respondent and the five analysts in CAU. He stated that the analysts were responsible for compiling crime statistical data for the City, identifying crime patterns and trends using computer software.

Major Morgalo stated that there was a continuous push within the department to enhance innovation, particularly within the CAU. He noted that a recurring challenge at the time was the unit’s limited resources for gathering information. Major Morgalo explained that extracting data from the outdated Computer-Aided Dispatch (CAD) system was challenging, and any upgrades to improve the system came with significant costs. While he was aware of a broader search for innovative solutions, he was not informed that the Respondent was specifically assigned to address this issue.

Regarding the protocol for purchase forms, Major Morgalo explained that when an employee in his unit submitted a purchase form, it was expected to be routed to him, then to his supervisor, and subsequently to either Chief Oates’ office or the technical services unit, depending on the nature of the items requested. If the purchase involved technology, the form needed to be reviewed by the Information Technology Department (ITD) to ensure compatibility with existing systems and approval. He stated that the March 2021 request to purchase form submitted by the Respondent was not routed to him.

Major Morgalo expressed surprise upon learning that analysts were testing what appeared to be body-worn cameras. He recounted his involvement in the department’s initial 2014 pilot program, in which body-worn cameras provided by Axon Enterprise, Inc. (Axon) were deployed. According to Major Morgalo, body-worn cameras were issued exclusively to sworn officers, and it was highly unusual for civilian employees to wear or test such equipment, as it was outside their job descriptions. He added that any testing of new equipment or programs would require a thorough vetting process, noting that having analysts conduct such tests would not have been approved by the department.

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<sup>3</sup> DocuSign is a document signing software that is used to manage electronic agreements with electronic signatures.

e. David De La Espriella, Major, Support Services Division, Miami Beach Police Department

Major David De La Espriella (hereinafter “Major De La Espriella”) works for the Support Services Division at MBPD. He has been with MBPD since 1996 and currently oversees the administrative functions of the police department. Major De La Espriella briefly supervised the Respondent in 2020 and confirmed that Respondent’s role did not include responsibilities related to software development.

He stated that all new technology adopted by MDPD requires vetting through the ITD and confirmed that, as a crime analysis supervisor, Respondent would not have been involved in the implementation of such programs. Major De La Espriella further emphasized that CAU analysts should never have been involved in testing any products, as it fell outside their job responsibilities. He expressed concerns regarding the Respondent’s directive for analysts to use personal vehicles for testing purposes, noting that this could expose MBPD to liability.

f. Eric Garcia, Captain Tech Services Unit, Miami Beach Police Department

Captain Eric Garcia (hereinafter “Captain Garcia”) works for the Technology Services division at MBPD. He has been so employed for 23 years. Captain Garcia oversees all technological systems used by officers, ensuring they have the necessary resources to perform their daily duties.

When asked about his involvement in pilot programs, Captain Garcia explained that his unit is consulted on new devices or software purchases, although specific investigative departments may sometimes work directly with vendors. He noted that MBPD has policies and procedures for purchase requests, with employees completing an internal purchase form requiring finance department approval and final routing to the Chief’s office.

Captain Garcia stated he was vaguely familiar with CST, which he understood to be a company the Respondent was establishing with another individual. He recalled attending a meeting in the Chief’s office when CST’s software concept was introduced. CST offered crime analysis software but did not have a fully developed product at the time, instead providing an open-ended contract to program analytics based on MBPD’s needs. He clarified that the arrangement with CST was a service contract focused on programming and data analytics, not involving physical equipment.

Captain Garcia explained that when MBPD contracts with outside software providers, they purchase only software services that integrate with existing equipment, eliminating the need for additional hardware. He outlined the department’s protocols for testing new software, which include establishing a scope of work, timeframe, and evaluation period, with prior approval from the IT department required for any installations or pilots. He stated he did not recall approving a CST software pilot and was not involved in any final decisions to proceed, adding that he would

have raised concerns if consulted on CST's proposal.

Captain Garcia expressed confusion over why the Respondent had his analysts test equipment, noting that while analysts work on officer safety through data analysis, they do not conduct fieldwork for such purposes. He was informed that the Respondent had also instructed an analyst to use her personal vehicle for software testing, which Captain Garcia found perplexing, as software testing should not require personal vehicles. He concluded that it was inappropriate for the Respondent to have his subordinates test the software and that using city resources to develop and test a private product was improper.

g. Wayne Jones, Deputy Chief, Miami Beach Police Department

Deputy Chief Wayne Jones (hereinafter “DC Jones”), who at the time of this incident was a MBPD Deputy Chief<sup>4</sup>, was interviewed regarding this matter. He has worked for MBPD for 27 years and at the time of the interview his duties included overseeing all aspects of the organization including operations and the business office, which consists of recruitment, hiring and support services.

DC Jones stated he has known the Respondent throughout his career at the department. He noted that while their department is small enough that most staff know each other, he did not interact with the Respondent daily. He stated that he did supervise the Respondent for about a year during his time in the criminal investigation unit.

Regarding procurement policies for new technology, DC Jones explained that the ITD typically reviews technology requests to ensure compatibility with existing systems. He added that, depending on the type and cost of the purchase, a Request for Proposal may be issued to obtain bids from different vendors.

When asked about CST, DC Jones explained that the department's databases were outdated, and the idea was to partner with CST, allowing them to develop a program tailored to the department's needs, using MBPD as a testing ground at no cost. He noted that this was not the department's normal practice. DC Jones indicated that he was not sure why the department decided to proceed with working with CST and mentioned that the introduction was made through the Respondent. He explained that former Police Chief Daniel Oates had an “open door” policy and welcomed feedback and ideas on improving the department. In this case, since the Respondent was the supervisor and manager of CAU, he had insight into what was needed to enhance existing systems.

DC Jones stated he was never under the impression that the Respondent and Mr. Jerome were business partners, but rather that Mr. Jerome was presented as a friend of the Respondent who worked in software engineering and would help develop the program. He indicated that his

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<sup>4</sup> On September 1, 2023, Wayne Jones assumed the role of MBPD Police Chief.



understanding was that CST would create software to manage data, such as records, arrest numbers, crime trends, and hotspot locations, more efficiently. However, CST did not have a fully developed product at the time.

When asked about equipment purchased for CST, DC Jones vaguely recalled approving a purchase form for cell phones. He was shown a copy of the purchase form submitted by Mr. Sparks but could not confirm if it was the same one, he signed. *See Exhibit E.* He acknowledged that, at times, he may have approved forms without thoroughly reviewing them.

h. *Richard Clements, Chief, Miami Beach Police Department*

Police Chief Richard Clements (hereinafter “Chief Clements”) of MBPD was interviewed regarding this matter. Chief Clements has worked for the department for 33 years and, as chief, he supervises the department of 434 officers, in addition to being the administrative and operations employee in charge of MBPD and an active member of the executive staff for the City, who reports directly to the City Manager.

Chief Clements described the department’s procurement policies, noting that while some purchases are managed internally, others require a more formal process, including a bidding phase. For these more extensive procurements, a LOU is generally established at the outset to outline guidelines, usage, and a trial period for evaluation. This helps ensure the company understands the department's needs and can tailor their product accordingly.

Regarding the LOU between MBPD and CST for a software trial period, Chief Clements explained that then-Chief Oates was focused on expanding the crime analysis unit to create a more comprehensive, real-time database to track criminal activity by location. The goal was a program that could provide officers with up-to-date information on crimes within specific areas.

Chief Clements explained that the plan was for CST to create a system that would automatically extract data and organize it by geographic areas, assisting MBPD’s crime analysis efforts. The Respondent introduced Richard Jerome, a software engineer and friend, as the individual who could help develop a prototype for these needs. Chief Clements stated that his role at the time, as Deputy Chief, was to involve the procurement and legal departments to ensure CST’s no-cost services were appropriately documented via LOU.

Chief Clements noted that CST did not have a fully developed product initially; rather, they discussed potential features tailored to MBPD’s needs, with the intent of creating a real-time data system for patrol units. He stated he was unaware that the Respondent ordered any equipment through the department until he was informed of it during an unrelated Internal Affairs investigation. Chief Clements upon learning of the equipment requested that the Respondent return the three laptops that had been ordered, recalling they may have been intended to access department data files.

Chief Clements could not explain why a second LOU was signed in 2021 with CST but suggested it may have involved modifications to the original proposal. He also noted that the Respondent, as the CAU supervisor, was responsible for reporting software development progress to his supervisor, Deputy Chief Wayne Jones. He stated that when he (Chief Clements) was promoted to Chief, he delegated further oversight of the software's progress to DC Jones.

Chief Clements stated he was unaware of Mr. Sparks directing his subordinates to test equipment or use personal vehicles for software testing. He emphasized that such activities fell outside the LOU's original scope and that CAU personnel should not have been involved in that capacity.

i. Richard Jerome, Registered Agent/Owner, Crime Suppression Technologies, Inc.

Mr. Jerome, the owner of CST, regarding this matter. Mr. Jerome manages software engineers at UKG, an American multinational technology company. He stated that he has known the Respondent for approximately 37 years.

Mr. Jerome explained that in 2017, the Respondent approached him to discuss ideas for developing new software for MBPD. The Respondent facilitated an initial meeting with MBPD, which focused on creating a data recording system. Mr. Jerome indicated that after the initial discussions with Chief Oates, he saw that there was a need for additional resources and assembled a team of investors to develop the system. Mr. Jerome stated that the Respondent was not a business partner or consultant but acted as a Subject Matter Expert (SME), providing MBPD-specific insights to assist the development team better understand the department's needs. He noted that Respondent played a role in providing an understanding of the customer, MBPD.

Mr. Jerome recounted that four months later, he met with Chief Oates again, to demonstrate the system's versatility across devices such as watches, tablets, body cameras, and phones. After reaching an understanding, both parties signed a LOU, with Mr. Jerome agreeing to develop the software at no cost and with no guarantee of a purchase commitment from MBPD. Mr. Jerome clarified that he never requested MBPD to purchase equipment for him, as he already possessed necessary devices which he used during demonstrations with his own team.

Mr. Jerome stated that MBPD was responsible for testing the software and that, based on his meetings with Chief Oates and discussions with Respondent, the department knew Respondent was coordinating this testing with MBPD personnel. Mr. Jerome clarified, however, that he did not use MBPD staff for testing, as he had his own team of business associates and developers from Nashville, TN, for that purpose. He reported that he always brought his own devices and team for demonstrations.

Mr. Jerome reported that his communication with MBPD waned because of the pandemic and an unrelated incident that involved Respondent. He stated that he was never formally notified that

MBPD was not moving forward with his product at MBPD.

*j. Clifford Sparks III, Crime Analysis Supervisor, Miami Beach Police Department*

The Respondent provided a sworn, recorded statement regarding this matter. He confirmed that he has worked for MBPD since 1996 and that he was a supervisor for CAU where he supervised four analysts. He stated that CAU supports detectives and other units in the department by providing data-driven insights.

The Respondent reported that he had engaged in various business ventures over the years, none of which generated income. His most recent venture, Sparks Will Fly Enterprises LLC, was formed in 2021 as a holding company for his real estate interests. He indicated that he was also in the early stages of developing scheduling software, with Mr. Jerome assisting as an “unofficial” partner. The Respondent stated that he was personally funding the new project. The Respondent recounted that he also had a prior venture, Vanguard, which ultimately did not succeed, and for which he filed the necessary outside employment paperwork.

Regarding CST, Respondent denied any ownership interest in the company. He stated that his connection with CST was through his childhood friend, Mr. Jerome. He explained that in either 2016 or 2017, he and Police Chief Oates had multiple conversations about ways of improving the current crime analysis software. After exploring options, he reached out to Mr. Jerome, a software engineer, and facilitated an introduction between Mr. Jerome and MBPD. He admitted that he served as a consultant and a bridge between CST and MBPD, advising on law enforcement requirements based on his expertise.

Respondent reported spending 15-20 hours weekly discussing the project with Mr. Jerome during and outside work hours. He admitted that when Mr. Jerome experienced resistance from ITD regarding the data he was requesting, he (the Respondent) provided Mr. Jerome crime statistics directly from his unit.

The Respondent noted that although he was not compensated by Mr. Jerome as a consultant, he acknowledged that there was the possibility of future compensation from Mr. Jerome if MBPD purchased the software.

The 2019 LOU specified that all costs associated with the trial period would be CST’s responsibility, with no financial or contractual obligations on MBPD’s part except for the LOU terms. In 2021, the LOU was extended to February 3, 2022. *See Exhibit D.*

The Respondent was shown a copy of the purchase form he submitted requesting two *Surface Go for Business* in the amount of \$1,313.46 and three *Samsung Galaxy S21 5G* unlocked phones totaling \$2,099.97. *See Exhibit E.* The justification for purchase provided read as follows: “provide CST with testing equipment for software development to enhance officer safety and situational

awareness.” See Exhibit E. The Respondent explained that Mr. Jerome requested assistance in acquiring these devices to test the software and help track its progress. Respondent admitted that he bypassed the chain of command and brought the request directly to DC Jones for approval.

The Respondent admitted to using his subordinates to test the software during work hours, connecting the Surface Go to office projectors to demonstrate progress and then relaying observations to Mr. Jerome. He stated that he did not inform his superiors of this testing, which was outside his team’s duties. Additionally, he also admitted that he enlisted a detective in the Human Trafficking Unit to assess the software’s geo-mapping feature by using live data, violating the LOU’s terms without prior authorization. Respondent stated that the program ended as a result of an Internal Affairs’ investigation and all of the devices he ordered were confiscated. See Photograph of devices, attached hereto as “Exhibit G.”

### III. Applicable Law

**Miami-Dade County Ethics Code, Section 2-11.1 (g), *Exploitation of official position prohibited***, States:

No person included in the terms defined in Subsection (b) (1) through (6) and (b) (13) shall use or attempt to use his or her official position to secure privileges or exemptions for himself or herself or others except as may be specifically permitted by other ordinances and resolutions previously ordained or adopted or hereafter to be ordained or adopted by the Board of County Commissioners.

See Miami-Dade County Ethics Code § 2-11.1(g).

**Miami-Dade County Ethics Code, Section 2-11.1(k), entitled, “Prohibition on outside employment,”** states in pertinent part:

All full-time County and municipal employees engaged in any outside employment for any person, firm, corporation or entity other than Miami-Dade County, or the respective municipality, or any of their agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done pursuant to same and any amount or types of money or other consideration received by the employee from said outside employment. Said County employee’s reports shall be filed with the supervisor of elections no later than 12:00 noon on July 1st of each year, including the July 1st following the last year that person held such employment.

See Miami-Dade County Ethics Code § 2-11.1(k)(2).

#### IV. Analysis

Section 2-11.1(a) of the Ethics Code provides that the Ethics Code sets minimum standards of ethical conduct, and its provisions are applicable to all municipal governments within Miami-Dade County, including the City of Miami Beach. The Respondent in this case was supervisor of CAU for the MBPD. As an employee of MBPD, he is a covered party pursuant to Section 2-11.1 (b)(6) of the Ethics Code which applies to all other personnel employed by the County or municipal governments within Miami-Dade County.

##### A. Exploitation of Official Position Prohibited - Miami-Dade County Ethics Code, Section 2-11.1(g)

Section (g) of the County Ethics Code prohibits municipal employees from using their official positions to secure a special benefit for themselves or others. *See* Miami-Dade County Code, Sec. 2-11.1(g). In this case, the Respondent exploited his official position by using his official position as supervisor of CAU, and his access to crime data in Miami Beach to assist in developing crime statistics software and by playing a key role in facilitating a business relationship between his lifelong friend and associate, Mr. Jerome, and MBPD, creating a potential financial benefit for himself. Ethical guidelines strictly prohibit any involvement by an employee in contracting matters with entities tied to their financial interests, as this could compromise the employee's impartiality and result in exploitation of their position *See* RQO 12-11; Administrative Order 7-1.

Respondent in his sworn statement admitted that he facilitated an introduction between his lifelong friend, Mr. Jerome, and MBPD Police Chief Daniel Oates, in order to cultivate a business relationship with MBPD, to influence the department's interest in developing and purchasing CST's software. This connection enabled CST to attract investors, ultimately leading to an LOU with MBPD that remained in effect until 2022. DC Jones explained that this was outside the department's normal practice. DC Jones indicated that he was not sure why the department decided to proceed with working with CST and mentioned that the Respondent facilitated the introduction.

The Respondent in his statement admitted that he maintained close communication with Mr. Jerome, devoting 15–20 hours per week, including City work hours, in furtherance of CST's software development. He acknowledged that he used his role at MBPD to access and share crime statistics with CST to aid their software development. He recounted that when Mr. Jerome encountered resistance from the IT department in accessing certain data, Respondent directly provided him with crime statistics from his unit.

Further, the Respondent used his official position to facilitate MBPD's purchase of multiple devices for CST. In the purchase form submitted by the Respondent, he justified the purchase of the devices as intended "to provide crime suppression technologies inc. (CST) with testing



equipment for software development to enhance officer safety and situational awareness.” See Exhibit E. The Respondent in his statement explained that Mr. Jerome requested assistance in acquiring these devices to test and track the software’s progress. The Respondent admitted that he bypassed the chain of command and brought the request directly to DC Jones for approval.

The Respondent also furthered CST’s interests by assigning his subordinates to test the software during work hours, connecting the Surface Go to office projectors to demonstrate progress, and relaying feedback to Mr. Jerome. According to statements provided by Ms. Cisneros and Ms. Perez, the Respondent informed their unit that the analysts would be tasked with testing the software’s progress. Ms. Perez recounted one instance while working overtime for another unit, where the Respondent arrived at the department and directed her to wear the equipment and walk across the street to Burger King to test the software. Ms. Cisneros recalled being directed to use her personal vehicle to evaluate the geo-mapping feature of the software. They also reported that the Respondent directed the entire unit to walk to the beach area equipped with body-worn cameras to test the software’s functionality. See Exhibit F. Both analysts reported that, although they found the requests unusual, they complied due to the Respondent’s supervisory role. The Respondent admitted that he did not inform his superiors of this testing, which was outside his team’s City duties.

It is a basic tenet of ethics that an employee cannot exploit their official position for the benefit of themselves and others. In this case, Respondents utilized his official position for the benefit of himself and his lifelong friend and associate, Mr. Jerome, and CST. All of his actions were done for the potential financial gain from CST should MBPD purchase the software that CST was developing. The Respondent in his statement admitted that there was the possibility that he would receive future compensation from Mr. Jerome if MBPD purchased the software. Consequently, the Respondent violated Section (g) of the Ethics Code, by exploiting his official position.

B. Prohibition on Outside Employment - Miami-Dade County Ethics Code, Section 2-11.1(k)(2)

Outside employment is considered any non-municipal employment or business relationship in which the municipal employee provides a personal service to the non-municipal entity that is compensated or customarily compensated. See RQO 17-03 (citing RQO 16-01). Municipal employees are considered to be engaging in outside employment when they are running a business whether incorporated or not and regardless of whether it is generating any income, including running an internet-based business. See RQO 16-01.

Pursuant to Miami Dade Code Section 2-11, a municipal employee may accept outside employment provided that it is not contrary, detrimental, or adverse to the interests of the municipality; that the employee does not use municipal time, materials, or resources to perform the outside employment; and that the employee first obtains written approval from the head of the department, where the employee is assigned, before engaging in any outside employment. See COE Outside employment Guidelines dated May 29, 2019; Administrative Order 7-1; and County

Procedure 403. Permission for outside employment must be requested annually, even in cases where the type of outside employment has not changed.<sup>5</sup>

Additionally, pursuant to Section 2-11.1 (k)(2) of the Ethics Code, full-time municipal employees who engage in any outside employment during the preceding year for any person, firm, corporation, or entity other than their government employment must file a statement that discloses the source of the outside employment, the nature of the work being done pursuant to same and any amount or types of money or other consideration received by the employee for that outside employment. *See* Miami-Dade Code §2-11.1(k)(2); RQO 17-03 and RQO 16-01. The disclosure of the money or compensation received from outside employment is filed on an Outside Employment Statement. Full-time City of Miami Beach employees, including MBPD employees, must file the Outside Employment Statement with the City Clerk by July 1st of each year.

The Respondent has been employed full-time at MBPD since 1996. Having filed the necessary outside employment paperwork for his business Vanguard, the Respondent was aware of his obligations under the Ethics Code. However, despite this knowledge, he did not submit filings for his other business, Sparks Will Fly Enterprises, which he established in 2021, and which remained active until September 2024. *See* Exhibit C.

Importantly, the Respondent in his sworn statement, acknowledged acting as a consultant to CST. He recounted spending 15-20 hours weekly working on CST's software development. Mr. Jerome, the owner of CST, described the Respondent as a Subject Matter Expert contributing to the software's development. While the Respondent stated that he was unpaid by CST, he indicated that he would be compensated if MBPD ultimately purchased the software. The Respondent's role as a consultant and a subject matter expert constitutes work that would typically be paid, and thus necessitating the filing of Outside Employment Statements. *See* RQO 17-03 (citing RQO 16-01). Respondent was required to indicate the source of any outside employment, the nature of the work being done, and the amount and types of money or other consideration he received from his outside employment, none of which was done by Respondent. *See* Miami-Dade County Ethics Code § 2-11.1(k)(2); RQO 17-03; RQO 16-01.

Therefore, the Respondent violated Section (k)(2) of the Ethics Code, by failing to file an Outside Employment Statement by July 1, 2022 and July 1, 2023, to disclose the source of his outside employment, the nature of the work being done pursuant to same, and any amount or types of money or other consideration received by the employee for that outside employment during the tax years 2021 and 2022 respectively.

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<sup>5</sup> Miami-Dade Code 2-11, Administrative order 7-1, and Procedure 401, are not within the jurisdiction of the Ethics Commission, as they are not contained in the Ethics Code and/or any other ethics ordinance that this Commission enforces.

V. **Conclusion**

Accordingly, based on the investigation conducted, interviews, and supporting documentation, Probable Cause exists to conclude that Respondent, Clifford Sparks, violated Section 2-11.1(k)(2), "*Prohibition on Outside Employment*," Section 2-11.1(g) and "*Exploitation of Official Position*," of the Ethics Code.

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HUMAN RESOURCES - CITY  
2019 JUN 27 PM 1:34

## CITY OF MIAMI BEACH REQUEST FOR APPROVAL OF OUTSIDE EMPLOYMENT

**TO BE COMPLETED BY EMPLOYEE** – City of Miami Beach employees may accept outside employment as long as the employment is not contrary, detrimental or adverse to the interests of the City, and as long as no City time, equipment or material is used.

This form must be completed and approved prior to beginning any outside employment. Requests for approval of outside employment must be made on a yearly basis (even if for the same outside employment that had been previously approved).

City employees engaging in outside employment must also file an “**Outside Employment Statement**” form with the Office of the City Clerk by July 1<sup>st</sup> of each year, in accordance with Section 2-11.1(k)(2) of the Miami-Dade County Code.

### INFORMATION REGARDING CITY OF MIAMI BEACH EMPLOYEE

|  |   |
|--|---|
| EMPLOYEE'S NAME: LAST NAME, FIRST NAME, MIDDLE NAME:<br>Sparks, Clifford | EMPLOYEE ID NUMBER:<br>15667                        |
| JOB TITLE :<br>Crime Analyst Manager                                     | HOME TELEPHONE NUMBER:<br>(305) 431-0642            |
| DEPARTMENT/DIVISION:<br>Miami Beach Police Department/CID                | WORK TELEPHONE NUMBER:<br>(305) 673-7776 Ext. 25061 |
| SUPERVISOR'S NAME:<br>Lt. Greg Baldwin                                   | CELLULAR TELEPHONE NUMBER:<br>(305) 546-8377        |
| NORMAL WORK DAYS AND TIMES:<br>Monday - Thursday 0700 - 1700             |   |

### INFORMATION REGARDING OUTSIDE EMPLOYMENT

|  |
|--|
| NAME OF BUSINESS, ORGANIZATION OR INDIVIDUAL HIRING CMB EMPLOYEE:<br>Vanguard Software Systems Inc.  |
| ADDRESS OF OUTSIDE EMPLOYER :<br>9730 SW 13 St. Pembroke Pines, Fl. 33025  |
| TELEPHONE NUMBER:<br>(305) 431-0642  |
| JOB TITLE THAT CMB EMPLOYEE WILL HOLD:<br>President  |
| NAME OF OUTSIDE EMPLOYMENT SUPERVISOR:<br>N/A  |
| NORMAL WORK DAYS AND TIMES:<br>Saturday - Sunday 0800 - 1800   |
| DESCRIPTION OF DUTIES:<br>President of a technology company  |
| WHAT DUTIES MIGHT BE A CONFLICT OF INTEREST WITH YOUR CMB POSITION?<br>None  |
| WILL YOUR PROPOSED OUTSIDE EMPLOYER RELEASE YOU IF AND WHEN YOU ARE CALLED FOR EMERGENCY SERVICE BY THE CITY?<br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |



CITY OF MIAMI BEACH  
 REQUEST FOR APPROVAL OF OUTSIDE EMPLOYMENT - CONTINUED  
 PAGE 2 of 2

By signing below, I certify that all of the information given on page one (1) of this document is true, accurate, and complete to the best of my knowledge. I understand that all information is subject to investigation and that falsification, omission, or misrepresentation is sufficient cause for disciplinary action, up to and including termination. I also understand that I am responsible for informing my supervisor in writing if any information about my outside employment changes, especially if there arises any possible conflict of interest. Failure to do so may lead to disciplinary action, including termination of employment with the City of Miami Beach. This request for approval of outside employment will be made on a yearly basis.

|   |                              |
|---|------------------------------|
| EMPLOYEE NAME:<br>Clifford Sparks III             | EMPLOYEE ID NUMBER:<br>15667 |
| EMPLOYEE SIGNATURE:<br><i>Clifford Sparks III</i> | DATE:<br>6/20/2019           |

**TO BE COMPLETED BY EMPLOYEE'S SUPERVISOR, DIVISION DIRECTOR, DEPARTMENT DIRECTOR, ASSISTANT CITY MANAGER AND CITY MANAGER**

|  |   |  |
|--|---|--|
| NAME OF SUPERVISOR<br><i>Phil T. Palaski</i>           | PLEASE CIRCLE ONE:<br><input checked="" type="radio"/> APPROVED <input type="radio"/> DISAPPROVED | SUPERVISOR SIGNATURE & DATE<br><i>Phil T. Palaski 6/25/2019</i>    |
| NAME OF DIVISION DIRECTOR<br><i>Wayne Jones</i>        | PLEASE CIRCLE ONE:<br><input checked="" type="radio"/> APPROVED <input type="radio"/> DISAPPROVED | DIVISION DIRECTOR SIGNATURE & DATE<br><i>[Signature] 6/25/19</i>   |
| NAME OF DEPARTMENT DIRECTOR<br><i>Chris R. Cummins</i> | PLEASE CIRCLE ONE:<br><input checked="" type="radio"/> APPROVED <input type="radio"/> DISAPPROVED | DEPARTMENT DIRECTOR SIGNATURE & DATE<br><i>[Signature] 6/26/19</i> |
| HUMAN RESOURCES DIRECTOR<br><i>Michael Smith</i>       | PLEASE CIRCLE ONE:<br><input checked="" type="radio"/> APPROVED <input type="radio"/> DISAPPROVED | DEPARTMENT DIRECTOR SIGNATURE & DATE<br><i>[Signature] 6/25/19</i> |
| ASSISTANT CITY MANAGER                                 | PLEASE CIRCLE ONE:<br><input type="radio"/> APPROVED <input type="radio"/> DISAPPROVED            | ASSISTANT CITY MANAGER SIGNATURE & DATE<br><i>[Signature]</i>      |
| CITY MANAGER<br><i>NTTaxis</i>                         | PLEASE CIRCLE ONE:<br><input type="radio"/> APPROVED <input type="radio"/> DISAPPROVED            | CITY MANAGER SIGNATURE & DATE<br><i>[Signature]</i>                |

If you have any questions regarding outside employment, please contact the Human Resources Department at 305.673.7524.





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## Detail by Officer/Registered Agent Name

Florida Profit Corporation  
VANGUARD SOFTWARE SYSTEMS INC.

### Filing Information

|                             |                                     |
|-----------------------------|-------------------------------------|
| <b>Document Number</b>      | P19000049268                        |
| <b>FEI/EIN Number</b>       | NONE                                |
| <b>Date Filed</b>           | 06/10/2019                          |
| <b>Effective Date</b>       | 06/05/2019                          |
| <b>State</b>                | FL                                  |
| <b>Status</b>               | INACTIVE                            |
| <b>Last Event</b>           | ADMIN DISSOLUTION FOR ANNUAL REPORT |
| <b>Event Date Filed</b>     | 09/25/2020                          |
| <b>Event Effective Date</b> | NONE                                |

### Principal Address

9730 SW 13 ST.  
PEMBROKE PINES, FL 33025

### Mailing Address

9730 SW 13 ST.  
PEMBROKE PINES, FL 33025

### Registered Agent Name & Address

SPARKS, CLIFFORD, III  
9730 SW 13 ST.  
PEMBROKE PINES, FL 33025

### Officer/Director Detail

#### **Name & Address**

Title P

SPARKS, CLIFFORD, III  
9730 SW 13 ST.  
PEMBROKE PINES, FL 33025

Title P

JEROME, RICHARD H

6212 FL 7  
COCONUT CREEK, FL 33073

**Annual Reports**

**No Annual Reports Filed**

**Document Images**

[06/10/2019 -- Domestic Profit](#) [View image in PDF format](#)



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### Detail by Officer/Registered Agent Name

Florida Limited Liability Company  
SPARKS WILL FLY ENTERPRISES LLC

Filing Information

**Document Number** L21000504592  
**FEI/EIN Number** 87-3739227  
**Date Filed** 11/29/2021  
**Effective Date** 11/27/2021  
**State** FL  
**Status** ACTIVE

Principal Address

2114 N. FLAMINGO ROAD  
640  
PEMBROKE PINES, FL 33028

Changed: 08/12/2023

Mailing Address

2114 N. FLAMINGO ROAD  
640  
PEMBROKE PINES, FL 33028

Changed: 08/12/2023

Registered Agent Name & Address

SPARKS, CLIFFORD, III  
2114 N. FLAMINGO ROAD  
640  
PEMBROKE PINES, FL 33028

Address Changed: 08/12/2023

Authorized Person(s) Detail

**Name & Address**

Title MGR  
  
SPARKS, CLIFFORD, III

2114 N. FLAMINGO ROAD  
640  
PEMBROKE PINES, FL 33028

**Annual Reports**

| Report Year | Filed Date |
|-------------|------------|
| 2022        | 04/30/2022 |
| 2023        | 04/29/2023 |
| 2023        | 08/12/2023 |

**Document Images**

|  |  |
|--|--|
| <a href="#">08/12/2023 – AMENDED ANNUAL REPORT</a>     | <a href="#">View image in PDF format</a> |
| <a href="#">04/29/2023 – ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">04/30/2022 – ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">11/29/2021 – Florida Limited Liability</a> | <a href="#">View image in PDF format</a> |



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### Detail by Officer/Registered Agent Name

Florida Limited Liability Company  
SPARKS WILL FLY INDUSTRIES LLC

Filing Information

|                             |                                     |
|-----------------------------|-------------------------------------|
| <b>Document Number</b>      | L05000031598                        |
| <b>FEI/EIN Number</b>       | APPLIED FOR                         |
| <b>Date Filed</b>           | 03/28/2005                          |
| <b>State</b>                | FL                                  |
| <b>Status</b>               | INACTIVE                            |
| <b>Last Event</b>           | ADMIN DISSOLUTION FOR ANNUAL REPORT |
| <b>Event Date Filed</b>     | 09/26/2008                          |
| <b>Event Effective Date</b> | NONE                                |

Principal Address

16821 N.W. 20TH AVE  
MIAMI GARDENS, FL 33056

Mailing Address

16821 N.W. 20TH AVE  
MIAMI GARDENS, FL 33056

Registered Agent Name & Address

SPARKS, CLIFFORD III  
16821 N.W. 20TH AVE  
MIAMI GARDENS, FL 33056

Authorized Person(s) Detail

**Name & Address**

Title MGR

SPARKS, CLIFFORD III  
16821 N.W. 20TH AVE  
MIAMI GARDENS, FL 33056

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2006        | 04/30/2006 |
| 2007        | 04/29/2007 |



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Detail by Officer/Registered Agent Name

**Document Images**

|  |  |
|--|--|
| <a href="#">04/29/2007 -- ANNUAL REPORT</a>              | <a href="#">View image in PDF format</a> |
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Florida Department of State, Division of Corporations



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### Detail by Officer/Registered Agent Name

Florida Limited Liability Company  
STROKE OF LUCK LLC

Filing Information

|                      |                                     |
|----------------------|-------------------------------------|
| Document Number      | L14000195522                        |
| FEI/EIN Number       | NONE                                |
| Date Filed           | 12/29/2014                          |
| Effective Date       | 01/01/2015                          |
| State                | FL                                  |
| Status               | INACTIVE                            |
| Last Event           | ADMIN DISSOLUTION FOR ANNUAL REPORT |
| Event Date Filed     | 09/23/2016                          |
| Event Effective Date | NONE                                |

Principal Address

1521 ALTON RD.  
807  
MIAMI BEACH, FL 33139

Mailing Address

1521 ALTON RD.  
807  
MIAMI BEACH, FL 33139

Registered Agent Name & Address

SPARKS, CLIFFORD  
1521 ALTON RD.  
807  
MIAMI BEACH, FL 33139

Authorized Person(s) Detail

**Name & Address**

Title MGR

SPARKS, CLIFFORD, III  
1521 ALTON RD. #807  
MIAMI BEACH, FL 33139

Title MGR

10/29/24, 3:38 PM

Detail by Officer/Registered Agent Name

GABRIEL, CASSANDRA T  
1521 ALTON RD. #807  
MIAMI BEACH, FL 33139

**Annual Reports**

**No Annual Reports Filed**

**Document Images**

[12/29/2014 -- Florida Limited Liability](#) [View image in PDF format](#)

Florida Department of State, Division of Corporations



April 30, 2019

Chief Daniel Oates  
Miami Beach Police Department  
1100 Washington Avenue  
Miami Beach, FL 33139

RE: Letter of Understanding / Crime Suppression Technologies Software Trial

Dear Deputy Chief Clements:

Crime Suppression Technologies (CST) is pleased to offer the Miami Beach Police Department (MBPD) the opportunity to enter into this CST software trial period. CST is confident that we will mutually benefit from this trial period by receiving constructive feedback from MBPD and MBPD gaining insight on new strategies in preventing, identifying, and suppressing crime.

This Letter of Understanding (LOU) outlines the general terms and understanding of both parties during this software trial period:

- By way of this CST software trial LOU, CST hereby grants a limited license MBPD for use of its proprietary software during a **six (6) month trial period** commencing on May 1<sup>st</sup>, 2019 and ending at 11:59pm on October 31<sup>st</sup>, 2019;
- All costs associated with this software trial period shall be borne solely by CST; MBPD shall have no contractual, financial, or any form of commitment in connection with this software trial period except for the terms in this LOU;
- CST will install the software on a standalone desktop PC identified and provided by MBPD; the desktop PC shall have an operating system, memory, and appropriate storage capacity to effectively run CST software;
- By virtue of CST software being installed on an MBPD-supplied standalone desktop PC, CST certifies, represents and warrants that its software is not being installed in a 'live environment' that touches, points, or extrapolates data from any software applications such as, but not limited to, NCIC/FCIC, D.A.V.I.D. and/or DHSMV, Tyler suite of products including New World applications, or any CJIS supported applications;
- This LOU does not preclude CST software from accessing any public domain resources such as open network, web-based cams and/or other public domain web-based applications—all in a standalone environment;
- MBPD understands that the CST software trial period can be extended by written agreement of the parties; and, that the install of any additional CST software modules may require a more formal agreement amongst the parties.



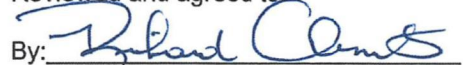
CST is excited to showcase its software application and modules to MBPD and we are looking forward to promptly starting this trial period. If this Letter of Understanding meets with your understanding of our conversations, please sign a copy of this letter and return it to CST offices.

If you have any questions and/or amendments to this LOU, please feel free to contact CST.

Sincerely,

**Crime Suppression Technologies, Inc.**

Reviewed and agreed to:

By:   
For Miami Beach Police Department  
Richard Clemons  
[Print Name]





February 3, 2021

Chief Richard Clements  
Miami Beach Police Department  
1100 Washington Avenue  
Miami Beach, FL 33139

RE: Letter of Understanding / Crime Suppression Technologies Software Trial

Dear Chief Clements:

Crime Suppression Technologies (CST) is pleased to offer the Miami Beach Police Department (MBPD) the opportunity to enter into this CST software trial period. CST is confident that we will mutually benefit from this trial period by receiving constructive feedback from MBPD and MBPD gaining insight on new strategies in preventing, identifying, and suppressing crime.

This Letter of Understanding (LOU) outlines the general terms and understanding of both parties during this software trial period:

- By way of this CST software trial LOU, CST hereby grants a limited license MBPD for use of its proprietary software during a **one (1) year trial period** commencing on February 3, 2021 and ending at 11:59pm on February 3, 2022;
- All costs associated with this software trial period shall be borne solely by CST; MBPD shall have no contractual, financial, or any form of commitment in connection with this software trial period except for the terms in this LOU;
- CST will install the software on a standalone desktop PC identified and provided by MBPD; the desktop PC shall have an operating system, memory, and appropriate storage capacity to effectively run CST software;
- By virtue of CST software being installed on an MBPD-supplied standalone desktop PC, CST certifies, represents and warrants that its software is not being installed in a 'live environment' that touches, points, or extrapolates data from any software applications such as, but not limited to, NCIC/FCIC, D.A.V.I.D. and/or DHSMV, Tyler suite of products including New World applications, or any CJIS supported applications;
- This LOU does not preclude CST software from accessing any public domain resources such as open network, web-based cams and/or other public domain web-based applications—all in a standalone environment;
- MBPD understands that the CST software trial period can be extended by written agreement of the parties; and, that the install of any additional CST software modules may require a more formal agreement amongst the parties.

*MBPD CST Software Trial*



CST is excited to showcase its software application and modules to MBPD and we are looking forward to promptly starting this trial period. If this Letter of Understanding meets with your understanding of our conversations, please sign a copy of this letter and return it to CST offices.

If you have any questions and/or amendments to this LOU, please feel free to contact CST.

Sincerely,

**Crime Suppression Technologies, Inc.**

Reviewed and agreed to:

By: *Richard Clements*  
For Miami Beach Police Department

Richard Clements  
[Print Name]



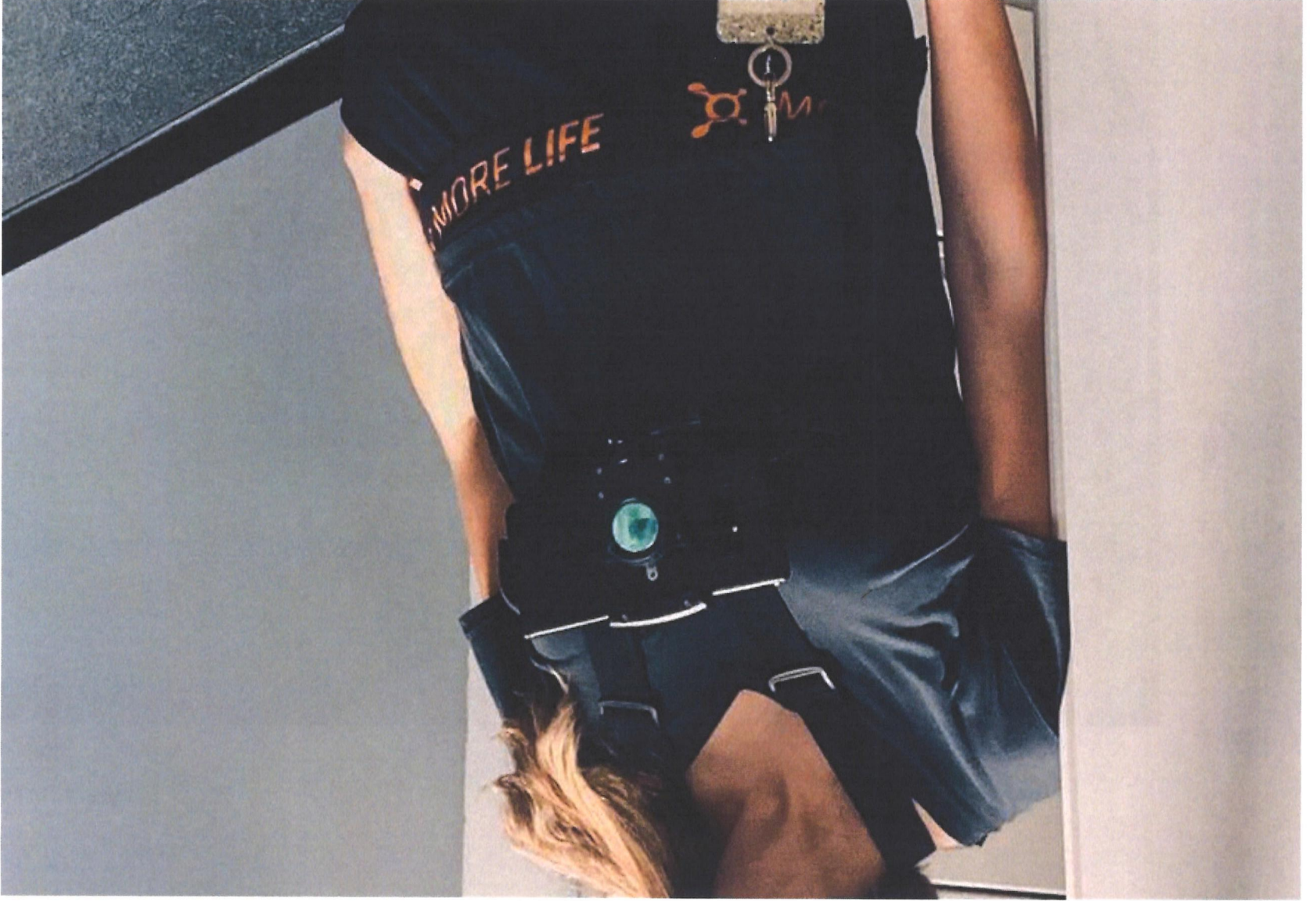
MIAMIBEACH

# POLICE

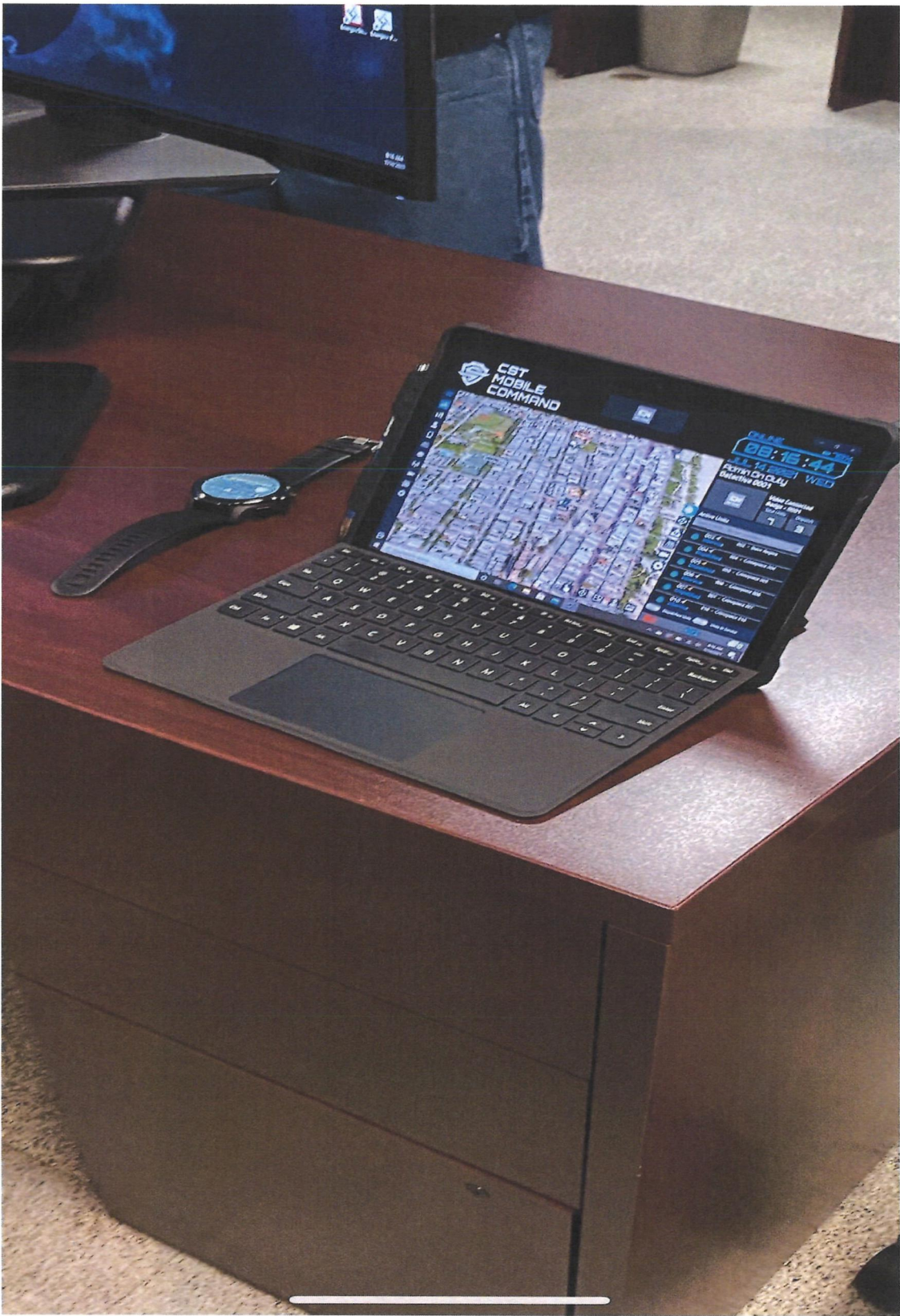
## Request and Justification to Purchase

| <b>Date:</b><br>03/26/2021   |     | <b>Division:</b><br>CHIEF'S OFFICE  |  | <b>Section:</b><br>CHIEF'S OFFICE  |  |  |
|--|-----|---|--|--|--|--|
| #  | Qty | Description (Include make, model, possible vendor, etc. Use additional sheet if needed) |  |  | Approx. Cost   |  |
| 01   | 02  | Surface Go for Business<br>128GB / Intel 4415Y / 8GB RAM / LTE @ \$656.73 each          |  |  | \$1,313.46   |  |
| 02   | 03  | Samsung Galaxy S21 5G Unlocked/ 8k Video/ 64MP High Res<br>128GB @ \$699.99 each        |  |  | \$2,099.97   |  |
|  |     |   |  |  |  |  |
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|  |     |   |  |  |  |  |
| <b>Total</b>   |     |   |  |  | <b>\$3,413.43</b>  |  |
| <b>Suggested Vendor: CDW-G</b>   |     |   |  | <input type="checkbox"/> <input type="checkbox"/><br><b>Sole Source Provider?</b> Y    N |  |  |
| <b>Vendor Contact: (Name/Address/Phone Number)</b>   |     |   |  | *If yes, please provide Sole Source letter.  |  |  |
|  |     |   |  |  |  |  |
| <b>Justification/Purpose:</b>  |     |   |  |  |  |  |
| PROVIDE CRIME SUPPRESSION TECHNOLOGIES INC. (CST) WITH TESTING EQUIPMENT FOR SOFTWARE DEVELOPMENT TO ENHANCE OFFICER SAFETY AND SITUATIONAL AWARENESS. |     |   |  |  |  |  |
|  |     |   |  |  |  |  |
| <b>Requested By:</b>   |     | <b>Date:</b>  | <b>All Purchases<br/>Require Approval<br/>By The Chief of<br/>Police</b> |  | <b>Check One</b>   |  |
| <b>Div. Commander:</b>   |     | <b>Date:</b>  |  |  | STATE CONTRACT?<br><input type="checkbox"/> <input type="checkbox"/><br>Y        N |  |
| <b>Chief of Police:</b>  |     | <b>Date:</b>  |  |  |  |  |
| <b>Financial Management:</b>   |     | <b>Date:</b>  | <b>Funding:</b>  | <b>If Yes, Contract #:</b>   |  |  |
| <b>Financial Management Unit Actions or Notes:</b>   |     |   |  |  |  |  |
|  |     |   |  |  |  |  |
| BUDGET CODE: 0111140342  |     |   |  |  |  |  |



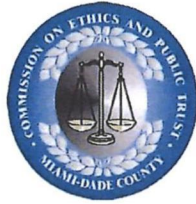








## MIAMI-DADE COUNTY COMMISSION ON ETHICS AND PUBLIC TRUST



IN RE:

C 24-44-11

CLIFFORD SPARKS

RESPONDENT

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### PUBLIC REPORT AND FINAL ORDER

The Inspector General for the City of Miami Beach (hereinafter “the OIG”) filed a Complaint in this matter against Respondent, Clifford Sparks (hereinafter, “Respondent”), for violating Section 2-11.1(k)(2) of the Miami-Dade County Conflict of Interest and Code of Ethics ordinance entitled “*Prohibition on outside employment,*” and Section 2-11.1(g), entitled “*Exploitation of official position prohibited.*”

The Respondent is a full-time employee of the City of Miami Beach Police Department (hereinafter “MBPD”). He previously served as the supervisor of MBPD’s Criminal Analysis Unit (hereinafter “CAU”). An investigation showed that the Respondent, in his capacity as the supervisor of CAU, facilitated the introduction of his lifelong friend, Richard Jerome, a software engineer, and then Chief of Police for MBPD, Daniel Oates, with the goal of having Mr. Jerome develop a software program for MBPD’s record management system. As a result of the Respondent’s introduction, the MBPD entered into two Letters of Understanding (hereinafter “LOUs”) with Mr. Jerome’s company, Crime Suppression Technologies, Inc. (hereinafter “CST”).

Additionally, the investigation revealed that the Respondent acted as a consultant and/or subject matter expert for CST during the pendency of the LOUs. He maintained frequent communication with Mr. Jerome, dedicating 15–20 hours per week, including during city work hours, in furtherance of CST’s software development. When Mr. Jerome faced opposition from MBPD IT unit, the Respondent provided CST with crime statistics directly from his unit. The Respondent used his official position to facilitate MBPD’s purchase of multiple devices for CST and directed his subordinates to test CST’s software during city work hours, outside the scope of their MBPD responsibilities.

In his statement to this agency, the Respondent admitted that he anticipated receiving future compensation from Mr. Jerome if MBPD ultimately purchased the software.

Further, the investigation showed that the Respondent owned and served as the registered agent for Sparks Will Fly Enterprises LLC, a Florida for-profit corporation. However, the Respondent failed to file the required annual sworn Outside Employment Statement indicating the source of his outside employment, the nature of the work being done, and the amount and types of money or other consideration that he received from his outside employment, for tax years 2021 and 2022.

The Respondent stipulated to Probable Cause.

On November 13, 2024, the Miami-Dade County Commission on Ethics and Public Trust, by a unanimous vote, accepted the Respondent's Stipulation to Probable Cause regarding the facts underlying the Complaint and ratified the Settlement Agreement. Pursuant to the Settlement Agreement, the Commission accepted the Respondent's decision Not to Contest the allegations in the Complaint, ordered the Respondent to pay a total fine of **\$1,500.00** (five hundred dollars for Count One, and one thousand dollars for Count Two); ordered the Respondent to accept a Letter of Instruction; and dismissed Count Three of the Complaint.

Wherefore it is:

**ORDERED AND ADJUDGED** that Complaint C24-44-11 against Respondent Clifford Sparks is hereby concluded.

**DONE AND ORDERED** by the Miami-Dade County Commission on Ethics & Public Trust in public session on this 13<sup>th</sup> day of November 2024.

MIAMI-DADE COUNTY COMMISSION ON  
ETHICS & PUBLIC TRUST

By:

Docusigned by:

*Judith Bernier*

Dr. Judith Bernier

Chair

11/25/2024

Signed on: \_\_\_\_\_