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**STAFF GENERAL COUNSEL**

October 4, 2006

John Dixon  
Metro-Miami Action Plan  
19 West Flagler  
M-106  
Miami, FL 33130

**RE: INQUIRY 06-140**

Dear Mr. Dixon:

I received your request for an advisory opinion. You requested an opinion regarding whether the Metro-Miami Action Plan (MMAP) may award a training contract to the Florida Martin Luther King Institute for Non-Violence. The MMAP Executive Director serves as Director of the Florida Martin Luther King Institute for Non-Violence ("Institute"). Due to time constraints, I am providing this informal opinion. The Ethics Commission has not considered this matter. Please let me know if you want this matter placed on the Ethics Commission's October agenda.

The Florida Martin Luther King Institute for Non-Violence is a private non-profit organization that provides training for various groups including police departments, youth organizations and local governments on non-violent alternatives to resolving disputes. Although MMAP was involved in the creation of the Institute, the Institute is a separate organization and does not receive budgetary or staffing support from MMAP.

The MLK Leadership Academy is a MMAP program that provides academic and social training to middle-school aged students. The program also

includes a component on non-violent dispute resolution techniques. MMAP would like to contract with the Institute to provide this training. If they are awarded the contract, the Institute will receive an administrative fee.

The Conflict of Interest and Code of Ethics ordinance permits MMAP to contract with the Institute to provide training for the MLK Academy. However, the MMAP Executive Director should not receive any salary or compensation from the Institute from any funds provided under the MMAP contract. Section 2-11.1(d) provides that no employee " shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which he or she or any member of his or her immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. The ordinance defines controlling financial interest as ten percent or more of the capital stock in a business entity. The Ethics Commission has previously opined that Section 2-11.1(d)'s restriction on contracting does not extend to contracts between the county and non-profit organizations. Therefore MMAP may contract with the Institute to provide services.

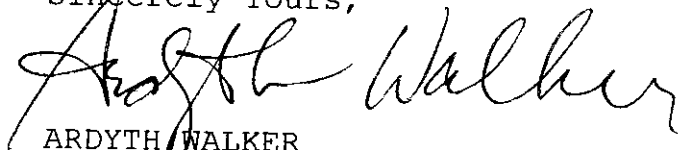
However, Section 2-11.1 (k) (1) would prevent the Executive Director from receiving funds from an organization for a MMAP program. Section 2-11.1(k) (1) provides that " no person shall receive any compensation for his or her services as an officer or employee of the County from any source other than the county except as may be permitted by Section 2-11 of the Code of Ordinances." Therefore, the Executive Director may not be paid by the Institute to administer a program for MMAP.

Accordingly, MMAP may contract with the Institute to provide services for the MLK Leadership Academy. However, the Executive Director may not receive any salary or compensation from MMAP funds provided for the training.

This opinion construes the Miami-Dade Conflict of Interest and Code of Ethics ordinance only and is not applicable to any conflict under state law. Please contact the State of Florida Commission on Ethics if you have any questions regarding possible conflicts under state law.

If you have any questions regarding this opinion, please call the undersigned at (305) 350-0616.

Sincerely Yours,

A handwritten signature in cursive script that reads "Ardyth Walker". The signature is written in black ink and is positioned above the typed name.

ARDYTH WALKER  
Staff General Counsel