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December 14, 2000

Dee Adams, R.N.
Patient Relations, WW104
1611 N.W. 12th Avenue
Miami, FL 33136

RE: REQUEST FOR ADVISORY OPINION 00-172

Dear Ms. Adams:

The Commission on Ethics and Public Trust considered your request for an advisory opinion at its meeting on December 12, 2000 and rendered its opinion based on the facts stated in your letter.

You requested an opinion regarding your son's ability to contract with the Trust.

In your letter, you advised the Commission that you are an administrator for the Patient Relations Department at the Public Health Trust. You also wrote that you have a son who recently formed a corporation to operate a coffee shop in Jackson Medical Towers. The corporation was recently approved for a five-year lease to operate the Towers Café III. Your son owns one third of the corporation.

The Public Health Trust employs more than eight thousand employees in several different facilities. The Trust is governed by a Chief Executive Officer with several Vice-Presidents overseeing various areas of responsibility.

The Commission found that The Conflict of Interest and Code of Ethics ordinance permits your son to contract with the Trust. Section



2-11.1(d) provides that "no person shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which he or a member of his 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, engagement or business engagement entered into in violation of this subsection shall render the transaction voidable.

Notwithstanding any provision to the contrary herein, subsection (c) and (d) shall not be construed to prevent any employee from entering into any contract, individually or through a firm, corporation, partnership or business entity in which the employee or an immediate family member has a controlling financial interest, with Miami-Dade County or any person or agency acting for Miami-Dade County as long as 1) entering into the contract would not interfere with the full and faithful discharge by the employee of his or her duties to the County, 2) the employee has not participated in determining the subject contract awards or awarding the contract, and 3) the employee's job responsibilities and job description will not require him or her to be involved with the contract in any way, including but not limited to its enforcement, oversight, administration, amendment, extension, termination or forbearance. However, this limited exclusion shall not be construed to authorize an employee or his or her immediate family member to enter into a contract with Miami-Dade County or any person or agency acting for Dade County, if the employee works in the county department which will enforce, oversee or administer the subject contract.

Since the Patient Relations Department is one of the services in the Planning and Marketing Division and Leasing is done by the Plant Operations Division and the two divisions are

in separate chains of command, you are not in an area that has any responsibility for any aspect of the contract. Therefore, your son's lease falls within the exclusions which permit contracting. Therefore, under the facts of this request, your son may contract with the Trust to operate a restaurant.

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 Ardyth Walker, Staff General Counsel at (305) 579-2653 or the undersigned at (305) 579-2594.

Sincerely Yours,

A handwritten signature in cursive script, appearing to read "Robert Meyers", with a long horizontal flourish extending to the right.

ROBERT MEYERS
Executive Director