

April 30, 2008

Charlene A. Stubbs  
"Stubbs Transcribing"  
580 NW 120<sup>th</sup> St.  
Miami, FL 33168

Via First Class Mail and Fax at 305.871.8475

**Re:** INQ 08-70 County Vendor Approval  
Miami-Dade Co. Conflict of Interest & Code of Ethics at §§ 2-11.1 (c),  
(d) & (g)

SUMMARY: Charlene A. Stubbs and/or "Stubbs Transcribing" may contract with the County, *as long as—*

- Charlene A. Stubbs, in her private capacity, and/or "Stubbs Transcribing" *does not contract with the Administrative Office of the Courts (AOC)*;
- Charlene A. Stubbs, in her private capacity, and/or "Stubbs Transcribing" *is not supervised* by any employees of the *Administrative Office of the Courts (AOC)*;
- Charlene A. Stubbs, in her private capacity, *does not use or attempt to use her position* as a Judicial Support Specialist I at the *Administrative Office of the Courts (AOC)* to secure special privileges or exemptions for herself or "Stubbs Transcribing";
- Registering as a County vendor *does not conflict with any other policies* that may have been established for employees of the *Administrative Office of the Courts (AOC)*.

Dear Ms. Stubbs:

In an application to our office on April 29, 2008, you asked if you, through your company, "Stubbs Transcribing," may register as a County vendor. The facts as we understand them are as follows: You, Charlene A. Stubbs, are employed as a Judicial Support Specialist I with the Administrative Office of the Courts (AOC), a County department. You also own a company, "Stubbs Transcribing," that does transcription work.

It is the opinion of the Ethics Commission that you and/or "Stubbs Transcribing" may contract with the County as long as entering into the contract will not

interfere with the full and faithful discharge of your duties to the County. This includes the requirement that you, Charlene A. Stubbs, not participate in determining the contract requirements or in awarding the contract. Additionally, none of your job responsibilities and job descriptions may require you to be involved in the contract in any way including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination, or forbearance. Finally, you and/or "Stubbs Transcribing" may not contract with the County department that employs you, *i.e.*, the Administrative Office of the Courts (AOC), nor with any County department that would allow you to influence the enforcement, oversight, or administration of the contract.

This opinion is limited to the facts as you presented them to the Commission on Ethics regarding conflicts under Subsections (c), (d), and (g) of the Miami-Dade Conflict of Interest and Code of Ethics Ordinance only. Other conflicts, based on directives from the Administrative Office of the Courts (AOC) or under state law, may apply. If you have additional questions regarding possible conflicts based on directives of the Administrative Office of the Courts (AOC), contact your Supervisor or the County Manager's Office. Questions regarding the state ethics laws should be addressed to the State of Florida Commission on Ethics.

If any of the facts you have presented change, or if you have further questions, please do not hesitate to contact me at 305.350-0601.

Sincerely,

VICTORIA FRIGO  
Staff Attorney

copy: Ruben O. Carrerou, Director  
Administrative Office of the Courts  
Court Administrator's Office  
Lawson E. Thomas Courthouse Center  
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Miami, FL 33128