



VIA FACSIMILE (305) 273-6575
AND REGULAR MAIL

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JOYTH WALKER
STAFF GENERAL COUNSEL

September 24, 2008

Armando Salas
Brill, Rodriguez and Salas
9360 S.W. 72nd Street
Suite 262
Miami, Florida 33173

RE: INQUIRY 08-154

Dear Mr. Salas:

I received your request for an advisory opinion and I am rendering this opinion based on the facts in your request. You requested an opinion regarding whether you may become a registered county vendor and contract with Miami-Dade County to provide services.

In your request, you stated that you are a principal in the engineering firm of Brill, Rodriguez and Salas. Brill, Rodriguez and Salas is in the process of renewing its registration to become a county vendor. Your spouse is a Deputy Director in the Building Department.

The Conflict of Interest ordinance permits Brill, Rodriguez and Salas to contract with Miami-Dade County. Section 2-11.1 (d) provides that "Notwithstanding any provision to the contrary herein, subsection (c) and (d) shall not be construed to prevent any employee as defined in subsection (b)(6) from entering into any contract, individually or through a firm, corporation, partnership or business entity in which the employee or any member of his or her immediate family has a controlling financial interest, with Miami-Dade County or any person or agency acting

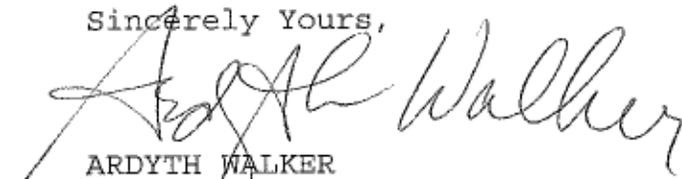
for Miami-Dade County as long as 1) entering into the contract would not interfere with the full and faithful discharge by the employee of his or her duties to the County, 2) the employee has not participated in determining the subject contract requirements or awarding the contract, and 3) the employee's job responsibilities and job description will not require him or her to be involved in 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 Miami-Dade County, if the employee works in the county department which will enforce, oversee or administer the subject contract. Accordingly, you may work with any county department since the Building Department does not oversee county engineering contracts.

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 staff opinion, please call the undersigned at (305) 579-2594.

Sincerely Yours,



ARDYTH WALKER
Staff General Counsel

7 1 a. ARE ANY OF THE OWNERS/PRINCIPALS IN THE FIRM, A MIAMI-DADE COUNTY EMPLOYEE(S), MIAMI-DADE COUNTY ELECTED OFFICIAL OR BOARD MEMBER?

YES _____ NO X If "yes", complete the information below (use duplicate form for multiple relationships)

Miami-Dade County Employee Name: _____
 Owner/ Principal Name: _____
 Miami-Dade County Employee I.D. #: _____ Miami-Dade County Department where Employee works: _____
 Position Held: _____ County Employee Hire Date: _____

7 1 b. ARE ANY IMMEDIATE FAMILY MEMBERS OF THE OWNERS/PRINCIPALS IN THE FIRM, A MIAMI-DADE COUNTY EMPLOYEE, MIAMI-DADE COUNTY ELECTED OFFICIAL OR BOARD MEMBER?

(Immediate family is defined as spouse, parents, sons and daughters)

YES X NO _____ If "yes", complete the information below (use duplicate form for multiple relationships)

Miami-Dade County Employee Name: Juliana Salas
 Owner/ Principal Name: Armando Salas Owner/Principal relationship to County Employee: Spouse
 Miami-Dade County Employee I.D. #: 810945 Miami-Dade County Department where Employee works: Building Dept.
 Position Held: Deputy Director County Employee Hire Date: 04-91

AFFIRMATIONS AND SIGNATURES

The undersigned hereby certifies that the foregoing statements are true and correct and include all of the material necessary to identify and explain the operation of the business described herein as well as the ownership of it. The undersigned agrees to provide Miami-Dade County with current, complete and accurate information for each project contracted and for all proposed changes in any contractual agreement. Misrepresentations shall be grounds for terminating any contract.

Signed this (date): 12 day of: June 20 08
 Sign by: [Signature] Name of Firm: Beill, Rodriguez, Salas +
 Print Name: Luis M. Rodriguez Title: President Assoc., Inc.

① Please Revise, we are Engineering.
 ② Please Revise, it is a principal's spouse that works @ miami-dade county NOT a principal of our firm. THANKS.

INQ 08-154

**Relatives of County Employees
Wishing to Register as County Vendors**

*Attn:
Victoria Frigo*

Please submit the following information by mail, fax, or email to—

Victoria Frigo, Staff Attorney
The Commission on Ethics & Public Trust
19 West Flagler St., Suite 820
Miami, FL 33130

Phone: (305) 350-0601
Fax: (305) 579-0273
Email: frigov@miamidade.gov

YOUR NAME	Armando Salas, P.E.
Name of Your Business	Brill Rodriguez SALAS & Associates, INC.
Type of Business	Structural Engineering
Your Mailing Address	9360 SW. 72 nd St. #262 Miami, FL 33173
Your Daytime Phone	305.273.4204
Your Fax, if you wish to receive approval letter by fax.	305.273.6575
Name of county employee who is related to you	Juliana Salas
Type of relationship— spouse? child? parent? other?	SPOUSE
County employee's department, if known	Building Department
County employee's title, if known	Deputy Director
Please list the <u>names, titles, and departments</u> of any other immediate family members currently employed by Miami-Dade Co.	N/A

The Miami-Dade County Conflict of Interest & Code of Ethics at § 2-11.1 (c)(2) allows immediate family members of County employees to contract with the County in certain circumstances and if the following criteria are met. Please confirm that you and your immediate family member/s will be able to meet all of these criteria:

1. Entering into a contract with the County will not interfere with the full and faithful discharge of the County employee's duties to the County.
2. The County employee will not participated in determining your contract requirements.
3. The County employee will not participated in awarding the contract.
4. The County employee's job responsibilities and job description will not require him/her to be involved in the contract in any way including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination, or forbearance.
5. The County employee will not be working in the County department that enforces, oversees, or administers your contract.

I have read these requirements and pledge to abide by them.

Signature



Date

