



Via First Class Mail
and
email at maxwell_kenneth@bellsouth.net

June 15, 2010

ETHICS COMMISSIONERS

Kerry E. Rosenthal, CHAIRPERSON
Dawn E. Addy, VICE CHAIRPERSON
Judge Seymour Gelber

ROBERT A. MEYERS
EXECUTIVE DIRECTOR

MICHAEL P. MURAWSKI
ADVOCATE

ARDYTH WALKER
STAFF GENERAL COUNSEL

Kenneth Maxwell, President
Lawn Landscape Tree Service Corp.
20121 SW 115 Ave.
Miami, FL 33189-1022

Re: INQ 10-108, Contract limitations for Lawn Landscape Tree Service Corp.

Dear Mr. Maxwell:

In correspondence to our office on June 15, 2010, you asked if any ethics conflicts prevent your privately owned company, Lawn Landscape Tree Service Corp., from entering into a contract with Miami-Dade County.

IT IS THE OPINION of the Ethics Commission staff that Lawn Landscape Tree Service Corp. may enter into contracts with the County, but not with the Miami-Dade County Parks & Recreation Department because of your employment with the Parks & Recreation Department.

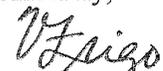
THE FACTS as you presented them are that Lawn Landscape Tree Service Corp., a for-profit corporation owned by you and Mary P. Maxwell, provides landscaping services. You are employed by the Miami-Dade County Parks & Recreation Department as a Park Attendant.

On February 3, 2010, you received an Ethics Commission staff opinion (INQ 10-22) stating that, in your individual capacity, you could not contract with the Parks & Recreation Department but you could contract with other County departments. You have since incorporated your business and would like an opinion that addresses your company's ability to contract with the County.

THE COUNTY ETHICS CODE at Section 2-11.1 (c) allows your company to do business with Miami-Dade County as long as the contract does not interfere with the full and faithful discharge of your duties to the County. This includes the condition that you 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 may not work in any County department that will enforce, oversee, or administer the contract.

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: Esmeralda Cardenas, Procurement Contracting Technician
email at ECARDEN@miamidade.gov