



Permission to engage in outside employment must be obtained annually from the city employee's supervisor. This opinion does not confer permission to engage in outside employment.

ETHICS COMMISSIONERS

Dawn Addy, CHAIR Charlton Copeland, VICE CHAIR Nelson Bellido Judge Seymour Gelber Kerry E. Rosenthal

ROBERT A. MEYERS EXECUTIVE DIRECTOR

MICHAEL P. MURAWSKI advocate

ARDYTH WALKER STAFF GENERAL COUNSEL June 28, 2011

Captain Alfred Lewers, Jr. Miami Gardens Police Department 1020 NW 163rd Dr. Miami Gardens, FL 33169

Re: INQ 11-105, Limitations on Doing Business with the City

Dear Captain Lewers:

In an email to our office on June 27, 2011, you said that you and a private citizen, Craig Tanner, wish to create a new for-profit corporation called Infinite Resources Group, Inc. You stated that you have no intention of doing business with the City of Miami Gardens through this new corporation.

We understand that Craig Tanner has done business with the Miami Gardens Police Department through a separate and distinct corporation called Print Basics, Inc. You have no ownership interests or any other relationship with Print Basics, Inc.

Although you have stated that you will not seek to do business with the City of Miami Gardens, the Miami-Dade County Ethics Code allows you and/or Infinite Resources Group, Inc., to enter into contracts with the City of Miami Gardens, but not with the Miami Gardens Police Department because of your employment with the Police Department.¹

The fact that Mr. Tanner has entered into contracts with the Miami Gardens Police Department through Print Basics, Inc., is not material because you have no business associations with Print Basics, Inc.

If you have further questions, please feel free to contact me.

Sincerely,

VICTORIA RIGO Staff Attorney

Starr Fittorney

copy: Sonja Dickens, City Attorney, City of Miami Gardens, at

sdickens@miamigardens-fl.gov

¹ Additionally, Sec. 2-11.1 (c) of the County Ethics Code states that the contract must not interfere with the full and faithful discharge of your duties to the city, including the condition that you do 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.