

## Sanchez, Rodzandra (COE)

---

**From:** Diaz-Greco, Gilma M. (COE)  
**Sent:** Wednesday, June 28, 2017 9:30 AM  
**To:** Sanchez, Rodzandra (COE)  
**Subject:** FW: Limitations on Doing Business with the County Ethics Opinion INQ 17-163  
**Attachments:** INQ 17-163 Whitley Letter.pdf

[INQ 17-163 Whitley](#)

---

**From:** Diaz-Greco, Gilma M. (COE)  
**Sent:** Wednesday, June 28, 2017 9:27 AM  
**To:** Whitley, Antonio T. <ATWhitley@mdpd.com>  
**Subject:** Limitations on Doing Business with the County Ethics Opinion INQ 17-163

Officer Whitley:

Attached is the Limitations on Doing Business with the County Ethics Opinion letter. Please note that it indicates that Native Landscaping of Florida, Inc. may enter into contracts with Miami-Dade County but not with the Miami-Dade Police Department.

You may print this letter and submit it to the Procurement Department. I will send you the original letter via regular mail.

Please contact me if you have further questions.

Sincerely,

Gilma (Mimi) Diaz-Greco  
Staff Attorney



Miami-Dade Commission on Ethics and Public Trust  
19 W. Flagler Street, Suite 820  
Miami, FL 33130  
Tel: (305) 579-2594  
Fax: (305) 579-0273  
[gdiazgr@miamidade.gov](mailto:gdiazgr@miamidade.gov)  
[www.facebook.com/MiamiDadeEthics](https://www.facebook.com/MiamiDadeEthics)

# MIAMI-DADE COMMISSION ON ETHICS AND PUBLIC TRUST

## COMMISSIONERS

Judge Lawrence Schwartz, CHAIR  
H. Jeffrey Cutler VICE-CHAIR  
Nelson Bellido,  
Judith Bernier  
Marcia Narine Weldon



## EXECUTIVE STAFF

Joseph M. Centorino  
EXECUTIVE DIRECTOR  
General Counsel  
Michael P. Murawski  
ADVOCATE

Via email at: U307494@Mdpd.com

June 27, 2017

Antonio Whitley  
Address withheld pursuant to  
§ 119.071, Fla. Stat. (4)(d)(2)(b)

*Please submit this letter to  
the Procurement  
Department. The Ethics  
Commission does not submit  
this letter on your behalf*

Re: **INQ 17-163**, Limitations on Doing Business with the County

Dear Mr. Whitley:

On June 23, 2017, you asked about limitations in doing business with the County through your privately owned business, Native Landscaping of Florida, Inc. You are a County employee who is employed as a Police Officer with the Miami-Dade Police Department (MDPD).

We conclude that Native Landscaping of Florida, Inc. may enter into contracts with Miami-Dade County but not with the MDPD. This opinion is based on the following facts and legal analysis:

### OUTSIDE EMPLOYMENT

Work conducted for your privately owned business constitutes outside employment. The County Ethics Code prohibits County employees from engaging in conflicting outside employment. You will be required to obtain permission to engage in outside employment annually from your supervisor and file related financial disclosure forms every year. Conflicting employment is sometimes created when a County employee comes in contact with the same or similar people or entities in both his outside employment and in his County job or when he uses the same or similar resources in his outside employment as he uses in his County work. *See* Miami-Dade County Code §§ 2-11.1 (g) and (j).

**Please note that this letter does not grant you permission to engage in outside employment.** You must obtain permission to engage in outside employment annually from your supervisor and file related financial disclosure forms every year.

#### CONTRACTING WITH THE COUNTY

Once you have been granted permission to engage in outside employment, you may enter into a County contract through your privately owned business, Native Landscaping of Florida, Inc., as long as the contract does not interfere with the full and faithful discharge of your duties to the County. *See* the County Ethics Code at Secs. 2-11.1 (c)(2) and (d).

This includes the condition that you may 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 would enforce, oversee or administer this contract. Consequently, Native Landscaping of Florida, Inc. may not enter into contracts with the MDPD.

#### LOBBYING

Additionally, you may not lobby the County. In this case, it means that you may not contact anyone within the County in an attempt to **influence** a decision about any contract Native Landscaping of Florida, Inc. is seeking. *See* the County Ethics Code at Sec. 2-11.1 (m)(1).

This opinion construes the Miami-Dade County Ethics Code as it applies to County employee-vendors at Secs. 2-11.1 (c), (d) and (m)(1) only. It is not applicable to any conflicts under other sections of the County Code or to issues related to state or federal laws.

If any of the facts you have presented change or if you have further questions, please feel free to contact me at 305 350-0638.

Sincerely,



Gilma Diaz-Greco  
Staff Attorney

INQ 17-163  
Whitley  
Page 2