

## Sanchez, Rodzandra (COE)

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**From:** Diaz-Greco, Gilma M. (COE)  
**Sent:** Monday, August 28, 2017 9:27 AM  
**To:** Sanchez, Rodzandra (COE)  
**Subject:** FW: Limitations on Doing Business with the County Ethics Opinion INQ 17-216  
**Attachments:** INQ 17-216 Davis.pdf; Fl. Sunbiz- Keen 2 Kleen.pdf; Davis applic and bluebook.pdf

INQ 17-216 Davis

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**From:** Diaz-Greco, Gilma M. (COE)  
**Sent:** Monday, August 28, 2017 9:26 AM  
**To:** 'm.davis741@yahoo.com' <m.davis741@yahoo.com>  
**Cc:** Davis, Marilyn (Seaport) <Marilyn.Davis@miamidade.gov>  
**Subject:** FW: Limitations on Doing Business with the County Ethics Opinion INQ 17-216

Sending again to correct for INQ number which is 17-216. Thank you.

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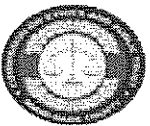
Dear Ms. Davis:

Attached is the Limitations on Doing Business with the County Ethics opinion. Please note that it indicates that you may enter into contracts with Miami-Dade County, but not with the Miami-Dade County Seaport which employs you. Miami-Dade code 2-11.1 (c) and (d). Furthermore, please remember that you are required to complete the outside employment paperwork annually, and that you may not lobby for any contract between your business and Miami-Dade County. See the County Ethics Code at Secs. 2-11 and 2-11.1 (k) and (m)(1).

You may print a copy of the letter and submit it to the Procurement Department and also print a copy for your records. Please do not hesitate to contact me if you have further questions.

Cordially,

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](http://www.facebook.com/MiamiDadeEthics)

# MIAMI-DADE COMMISSION ON ETHICS AND PUBLIC TRUST

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Michael P. Murawski  
ADVOCATE

Via email at: [m.davis741@yahoo.com](mailto:m.davis741@yahoo.com)

August 28, 2017

Marilyn Davis  
Keen 2 Kleen Janitorial & Cleaning Services  
2315 Charleston Street  
Hollywood, FL 33020

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

Re: INQ 17-216, Limitations on Doing Business with the County

Dear Ms. Davis:

On August 24, 2017, you asked about limitations in doing business with the County through your privately owned business, Keen 2 Kleen Janitorial & Cleaning Services ("Keen 2 Kleen"). You are employed as a Seaport Field Technician with the Miami-Dade County Seaport ("Seaport").

Keen 2 Kleen may enter into contracts with Miami-Dade County but not with the Seaport. This opinion is based on the following facts and legal analysis:

### OUTSIDE EMPLOYMENT

Work conducted for your privately owned business constitutes outside employment. The 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 the County Code at Secs. 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, Keen 2 Kleen, 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.

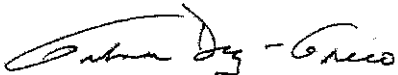
Consequently, Keen 2 Kleen may not enter into contracts with the Seaport.

#### 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 Keen 2 Kleen 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.



Gilma (Mimi) Diaz-Greco  
Staff Attorney

H-INQ 17-216  
Davis

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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Florida Limited Liability Company

KEEN 2 KLEEN JANITORIAL & CLEANING SERVICES LLC

### Filing Information

**Document Number** L13000108855  
**FEI/EIN Number** 32-0416537  
**Date Filed** 08/01/2013  
**State** FL  
**Status** ACTIVE  
**Last Event** LC AMENDMENT AND NAME CHANGE  
**Event Date Filed** 07/10/2017  
**Event Effective Date** NONE

### Principal Address

2247 NW 93rd Street  
 Miami, FL 33147

Changed: 04/28/2017

### Mailing Address

2315 CHARLESTON ST #1  
 HOLLYWOOD, FL 33020

Changed: 07/10/2017

### Registered Agent Name & Address

DAVIS, MARILYN M  
 2247 NW 93rd Street  
 Miami, FL 33147

Name Changed: 04/08/2015

Address Changed: 04/28/2017

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

Davis, Marilyn M  
 2315 Charleston Street

## County Employees Wishing to Register as County Vendors

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

Gilma Diaz-Greco, Staff Attorney  
The Commission on Ethics & Public Trust  
19 West Flagler St., Suite 820  
Miami, FL 33130

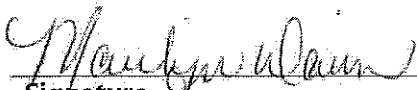
Phone: (305) 350-0638  
Fax: (305) 579-0273  
Email: [gdiazgr@miamidade.gov](mailto:gdiazgr@miamidade.gov)

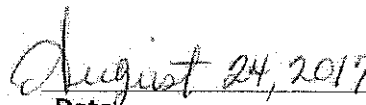
Employee's Name	Marilyn Davis
Employee's Dept.	SEAPORT
Employee's Title	SEAPORT Field Technician
Business Name	Keen & Kleen Janitorial & Cleaning Services
Type of Business	Janitorial
Employee's Mailing Address	2315 Charleston #1 Hollywood, FL 33020
Employee's Daytime Phone	305-290-9068
Employee's Preferred Email	m.davis741@yahoo.com
Immediate Family Members	(Please list the names, titles, and departments of any immediate family members currently employed by Miami-Dade Co.)

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

1. Entering into a contract with the County will not interfere with the full and faithful discharge of my duties to the County.
2. I will not participate in determining the contract requirements.
3. I will not participate in awarding the contract.
4. My job responsibilities and job description will not require me to be involved in the contract in any way including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination, or forbearance.
5. I will not be working in the County department that enforces, oversees, or administers the contract.

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

  
Signature

  
Date

Your ethics opinion will be sent to you by first class mail and email, unless you request another type of delivery.

COE 11/2013