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ARDYTH WALKER
STAFF GENERAL COUNSEL

April 6, 2006

Nilda Gonzalez
President
Lien Searches of Florida
1435 S.W. 14th Street
Miami, FL 33145

RE: INQUIRY 06-35 06-52

Dear Mrs. Gonzalez:

I received your request for an advisory opinion regarding whether you may enter into an agreement with the Department of Water and Sewer (WASD) to receive computerized information regarding property liens. Your husband is a WASD employee. I am issuing the opinion based on the information in your letter. The Ethics Commission has not considered this matter. Please contact me if you would like this matter presented at the next Ethics Commission meeting.

In your letter, you advised me that Lien Searches of Florida is a lien research company which researches requests for title companies. Lien Searches has entered into an agreement with the Special Billing and Collections section of WASD for internet access to WASD property liens. Lien Searches pays a fee to WASD for this access.

Your husband works in the WASD New Business Section. His responsibilities include development of new projects. Your husband is

not involved with the billing or collection division of WASD.

The Conflict of Interest and Code of Ethics ordinance permits Lien Searches to contract with WASD for internet access to lien records. Section 2-11.1(d) only prohibits the spouse of an employee from contracting with the county or transacting business through a corporation or firm in which he or she has a controlling financial interest. A controlling financial interest is defined as ten percent or more of the capital stock in a corporation.

Since your corporation is contracting with the county to receive public records which are available to members of the general public and is not providing services to the county, Section 2-11.1(d) does not apply. Therefore, you may enter into an agreement with WASD for computer access to WASD records.

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 the opinion, please call the undersigned at (305) 350-0616.

Sincerely Yours,


ARDYTH WALKER
Staff General Counsel

Lien Searches of Florida
1435 SW 14 Street
Miami, Florida 33145
305-857-0475

Attn:

Mrs. WALKER

VIA FAX

4 PAGES including

THIS ONE.

DAYTIME [#] phone

305-~~669-7687~~-office

305-857-0475- Home

March 17, 2006

Commission on Ethics and Public Trust
19 West Flagler St
Suite 209
Miami, Florida 33130

Dear Mr. Meyers,

I would like to request your opinion on a particular agreement I have with Miami Dade Water and Sewer. I own a lien research company, which handles numerous requests for searches for title companies, and other lien companies. In the course of my business I have to depend on numerous public records in order to provide an accurate response for the properties being sold.

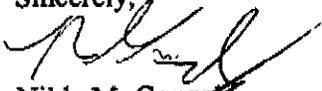
Miami Dade Water and Sewer Department offers a program for a fee in which my company can access their records for viewing. This privilege is afforded to me at a cost of \$6,300.00 yearly. My company's name is Lien Searches of Florida in which I own 100% of it.

My question to you is the following. My husband works for Water and Sewer in the New Business section. His job entails the development of new projects as well as the agreement process for these new projects to proceed. He does not deal with the lien department much less the billing, collections unit or MIS department of Miami Dade Water and Sewer.

The program, which I access, is purchased from the Miami Dade Water and Sewer through the special billings and collections section, and once access is granted, I may look for information and cannot do any modifications to any account.

Because my husband works for the department, is it ethical for me to purchase this information from the Miami Dade Water and Sewer. Attached is a copy of the CIS Internet Access Agreement for your review.

Sincerely,



Nilda M. Gonzalez
President, Lien Searches of Florida



Miami-Dade Water and Sewer Department
P. O. Box 330316 • 3071 SW 30th Avenue
Miami, Florida 33133-0316
T 305-665-7471

**CIS Internet Access
Customer Agreement**
October 1, 2005 - September 30, 2005

miamidade.gov

- ADA Coordinator
- Agency Coordination
- All in Public Place
- Animal Management Services
- Analysis
- Building Code Enforcement
- Building
- Business Development
- Capital Improvement
- Children's Independent Transportation Trust
- Communications
- Community Action Agency
- Community & Economic Development
- Community Services
- Computer Services
- Construction & Rehabilitation
- Countywide Information Planning
- Customer Affairs
- Director
- Emergency Management
- Employee Relations
- Enterprise Technology Services
- Environmental Resources Management
- Fire Department
- Fire Station
- General Services Administration
- Health Protection
- Historic Sites
- Human Rights
- Human Services
- Independent Review Panel
- International Trade Commission
- Inventory Assessment Leads
- Medical Director
- Investigation Planning Organization
- Land and Recreation
- Planning and Zoning
- Public
- Procurement Management
- Property Appraiser
- Public Library System
- Public Works
- Safe Neighborhoods
- Senior
- Solid Waste Management
- Strategic Business Management
- Traffic Admin
- Traffic
- Utility Development Task Force
- Utility Inspection and Control
- Water and Sewer

This CIS Internet Access Customer Agreement, for access to the PeopleSoft Customer Information System (CIS) using internet services provided by Miami Dade County ("the County"), entered into between Miami-Dade Water and Sewer Department and (Company Name) ("the Customer"), commences October 1, 2005, and terminates September 30, 2005. This Agreement is contingent on payment by the Customer to the County, at a charge \$5,300, to be paid in full by October 1, 2005.

Payments are to be made to: Miami-Dade Water and Sewer Department, Attention: Maria Santa Cruz, Utilities Special Billings & Collections Manager, PO Box 330316, Miami, Florida, 33233-3016.

The terms and conditions of this use are listed below.

1. The customer agrees that no more than three staff per contract year will be trained by the County. Training may be scheduled with Wilson Ross, (786) 552-8281.
2. The customer is responsible for all employee activity that occurs in or results from the use of the system. Inappropriate use of the system will result in immediate cancellation of access and may result in legal action. The County shall in its sole discretion determine which uses are inappropriate.
3. The customer agrees that data shall not be used for any purpose that is sensitive, reserved or otherwise restricted by any federal, state, or local law or regulation. Unless prohibited by law, the County shall in its sole discretion determine which purposes are sensitive or reserved.
4. The customer agrees that correspondence of any kind may not be sent under County letterhead of any kind, nor may the customer represent to any third party that the data was generated by any particular County employee, nor that the customer is an agent of the County authorized to provide such data.
5. The customer agrees not to use any County employee name in any correspondence they send to their customers.
6. The customer agrees that Miami-Dade County assumes no responsibility for the absolute validity of the data available for access by same. No liability for any loss, cost, damage or expense arising directly or indirectly in connection with this access nor the use of the data as a result of this access will be incurred by Miami-Dade County.

OCT-03-2005 MON 11:00 AM

FAX NO.

P. 03

7. The customer agrees that each staff member using the system will sign a copy of this agreement indicating compliance and file it with the Miami-Dade Water and Sewer Department.
8. If the customer wants to obtain a printed lien certificate, a separate cost will be incurred outside the parameters of this agreement. The cost will be the current published and approved cost prevailing at the time.
9. The customer shall comply with all federal, state and local laws and regulations.
10. Failure to pay the yearly fee by October 15th each year will result in immediate denial of service for all registered users from the customer.
11. Cancellation of the services can be processed with 30 days written notice to Mr. Wilson Ross, Miami-Dade Water and Sewer Department, 3071 SW 38 Avenue, Room #337, Miami, Florida, 33146. Service will not be restored until a new contract period begins. A refund check for unused services will be issued based upon a pro-rated formula on the amount of time remaining in this contract.
12. Questions regarding support for the system should be directed as follows: the operational questions to Mr. Wilson Ross at (786) 552-8291 and the lien questions to Mr. Marcelino Martinez at (786) 552-8490.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives.

Kenarches of Florida
Company Name

Nilda Gonzalez / President
Authorized Representative Name/Title (print)

[Signature]
Authorized Representative Signature

Wilson Ross
Miami Dade Water and Sewer Department
Computer Services Manager

201374593
Federal Tax ID

305-857-0475
Telephone Number

10/3/05
Date

10/4/05
Date

**MIAMI-DADE WATER & SEWER DEPARTMENT
CUSTOMER PAYMENT AGREEMENT
FOR CIS INTERNET ACCESS AGREEMENT**

09/30/2005
DATE

\$6,300.00
TOTAL FEE

\$0.00
AMOUNT PAID

\$6,300.00
TOTAL AMOUNT DUE

Lian Sanchez of Florida
CUSTOMER NAME
1435 SW 14th St
ADDRESS
Miami, FL 33145
CITY, STATE, ZIP
305-686-7725
TELEPHONE NUMBER

FAX-TELEPHONE

PAYMENT SCHEDULE

<u>DUE DATE</u>	<u>AMOUNT DUE</u>	<u>DATE PAID</u>	<u>DUE DATE</u>	<u>AMOUNT DUE</u>	<u>DATE PAID</u>
<u>10/3/2005</u>	<u>\$2,100.00</u>	<u>10/3/05</u>	<u>10/3/05</u>	<u>\$ 2,100</u>	<u>10/3/05</u>
<u>11/1/2005</u>	<u>\$2,100.00</u>	<u>11-1-05</u>	<u>11-1-05</u>	<u>\$ 2,100</u>	<u>11-1-05</u>
<u>12/1/2005</u>	<u>\$2,100.00</u>	<u>12-1-05</u>	<u>12-1-05</u>	<u>\$ 2,100</u>	<u>12-1-05</u>

The customer named above agrees to pay the MIAMI-DADE WATER AND SEWER DEPARTMENT the amount due according to the above PAYMENT SCHEDULE. It is understood that all payments are due on or before the due date for each payment.

In addition, if payment is not received by the due date, further action will be taken to collect the total amount due, including legal action. In addition, if payment is not received, access to the CIS INTERNET SERVICES will also be terminated. If terminated, the total outstanding balance and any additional charges must be paid in full before the CIS ACCESS SERVICES will be reinstated.

[Signature]
CUSTOMER SIGNATURE*

Maria Santa Cruz
Maria Santa Cruz, Manager
Special Billing and Collections Section
Miami-Dade Water and Sewer Department

[Signature]
TITLE
10/3/05
DATE

* FOR CORPORATIONS AND OTHER BUSINESSES, THIS AGREEMENT MUST BE SIGNED BY THE OWNER OR PRESIDENT OF THE COMPANY.