

If you have any questions regarding the opinion, please call the undersigned at (305) 579-2954 or Ardyth Walker, Staff General Counsel at (305) 579-2653.

Sincerely Yours,

A handwritten signature in cursive script, appearing to read "Robert Meyers", with a long horizontal flourish extending to the right.

ROBERT MEYERS  
Executive Director

prohibits you from contracting with the county to provide child-care services. Section 2-11.1(d), as amended, provides that notwithstanding any provision to the contrary, subsection (c) and (d) shall not be construed to prevent any employee as defined in subsection (b)(6) (employees) from entering into any contract, individually or through a company, firm, corporation, partnership or business entity in which the employee or a member of his or her immediate family has a controlling financial interest, with Miami-Dade County or any person or agency acting for Miami-Dade County, as long as 1) entering into the contract would not interfere with the full and faithful discharge by the employee of his or her duties to the County; 2) the employee has not participated in determining the subject contract requirements of awarding the contract, and 3) the employee's job responsibilities and job description will not require him or her to be involved with the contract in any way, including, but not limited to its enforcement, oversight, administration, amendment, extension, termination or forbearance. However, this limited exclusion shall not be construed to authorize an employee or his or her immediate family to enter into a contract with Miami-Dade County or any person or agency acting for Dade County if the employee works in the county department which will enforce, oversee or administer the subject contract. Since Mrs. Woodson works for the department that will enforce, oversee and administer the subject contract, you are precluded from entering into a contract to provide the child care services.

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.



February 9, 2000

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**ARDYTH WALKER**  
STAFF GENERAL COUNSEL

Robert Woodson  
President  
Rainbow World Learning Center  
520 N.W. 103<sup>rd</sup> Street  
Miami, Florida 33150

**RE: REQUEST FOR ADVISORY OPINION 00-07**

Dear Mr. Woodson:

The Commission on Ethics and Public Trust considered your request for an advisory opinion at its meeting on February 7, 2000 and rendered its opinion based on the facts stated in your letter.

You requested an opinion regarding your ability to contract with the county to provide child care services under the recent amendments to Section 2-11.1(c) and (d).

In your letter, you advised the Commission that you serve as president of Rainbow World Learning Center and would like to contract with the county to provide subsidized child-care services. Your wife, Marie Woodson, works for the department that will oversee the contract as a Quality Assurance Analyst. Mrs. Woodson's duties require her to validate documents submitted by child care centers to ensure their accuracy and their compliance with the terms of the agreement. Your wife would not perform this function for Rainbow Learning Center if they entered into an agreement with Miami-Dade County to provide subsidized child-care centers.

The Commission found that the Conflict of Interest and Code of Ethics ordinance