

have any questions regarding possible
conflicts under state law.

If you have any questions regarding this
opinion, please call Ardyth Walker, Staff
General Counsel at (305) 350-0616 or the
undersigned at (305) 579-2594.

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

through a firm, corporation, partnership or business entity in which the employee or an immediate family member 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 awards or 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 member 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."

Perdue is prohibited from contracting with Komi Kare to provide services because the owner is a Trust employee. However, Section 2-11.1(c) permits the Trust to waive conflicts if the services to be involved in the transaction are unique and the County cannot avail itself of such property or services without entering into a transaction which would violate this subsection but for a waiver of its requirements and the proposed transaction would be in the best interest of the County. Therefore, the Trust can waive the conflict, by a two-thirds vote, in an emergency situation if it is in the best interest of the county.

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

However, Perdue has been unable to locate a company with the necessary expertise.

The Commission found the Conflict of Interest and Code of Ethics ordinance prohibits Perdue from contracting with Komie Kare unless Komie Kare, Inc. seeks a conflict waiver from the Public Health Trust. The Conflict of Interest and Code of Ethics ordinance applies to employees and officials of the Public Health Trust. Section 25A-3(c) of the Code of Miami-Dade County provides that "(w)henever in the Conflict of Interest ordinance reference is made to Dade County, that reference shall be deemed and construed to be a reference to the Public Health Trust; whenever in the Conflict of Interest ordinance reference is made to the Board of County Commissioners that reference shall be deemed and construed to be a reference to the Board of Trustees of the Public Health Trust and whenever in the Conflict of Interest ordinance reference is made to the Commissioners of the Board of County Commissioners, that reference shall be deemed to be a reference to the voting members of the Board of Trustees of the Public Health Trust."

Section 2-11.1(d) provides that "no person shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which he or a member of his immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and any such contract, engagement or business engagement entered into in violation of this subsection shall render the transaction voidable. "

Section 2-11.1(c) states that "Notwithstanding any provision to the contrary herein, subsection (c) and (d) shall not be construed to prevent any employee from entering into any contract, individually or



July 11, 2001

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EXECUTIVE DIRECTOR

MICHAEL P. MURAWSKI
ADVOCATE

ARDYTH WALKER
STAFF GENERAL COUNSEL

Terry Reardon
Administrator
Perdue Medical Center
19590 Old Cutler Road
Miami, FL 33157

RE: REQUEST FOR ADVISORY OPINION 01-53

Dear Ms. Reardon:

The Commission on Ethics and Public Trust considered your request for an advisory opinion at its meeting on July 10, 2001 and rendered its opinion based on the facts stated in your letter.

You requested an opinion regarding the Center's contract with a company owned by a Public Health Trust employee.

In your letter, you advised the Commission that Perdue Medical Center, a satellite facility of the Public Health Trust, is a skilled nursing facility that provides long-term care. The Center has contracted with Komie Kare, Inc. to provide recreational therapy and social work services. The current owner of Komie Kare is Roni Komie. Komie is Recreation Supervisor at the Human Resources Health Center. The Health Center is another satellite facility of the Public Health Trust.

Perdue has an emergency need for a company with long-term care expertise to provide social work services. Since Perdue became aware of Komi's conflict, Perdue has contacted JMH's Social Work Department and the Association for Long-Term Social Work Services to seek an alternative provider.