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March 7, 2002

Camille Oliff
C&W Lawn Care, Inc.
3077 N.W. 51st Street
Miami, FL 33142

RE: REQUEST FOR ADVISORY OPINION 02-10

Dear Ms. Oliff:

The Commission on Ethics and Public Trust considered your request for an advisory opinion at its meeting on March 6, 2002 and rendered its opinion based on the facts stated in your letter.

You requested an opinion regarding your contracting with the county to provide lawn care and janitorial services.

In your letter, you advised the Commission that you are a Correctional Officer with the Department of Corrections. You are also an owner of C & W Lawn Care Services. You would like to contract with the county to provide lawn care and janitorial services.

The Commission found you may contract with the county to provide lawn care and janitorial services as long as you do not contract with the Department of Corrections.

Section 2-11.1(d) only prohibits employees from contracting with their department to provide services. Section 2-11.1 (c) provides that " (n)otwithstanding 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 through a firm, corporation, partnership or business entity in which the employee or any 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 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. Therefore, as long as you do not contract with the Department of Corrections, you may contract with Miami-Dade 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 have any questions regarding possible conflicts under state law.

If you have any questions regarding this opinion, please call the undersigned at (305) 579-2594 or Ardyth Walker, Staff General Counsel at (305) 579-2653.

Sincerely yours,



ROBERT MEYERS

Executive Director