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December 19, 2002

Paul E. Bridges
President
Gottlieb, Barnett & Bridges
3600 Springhill Business Park
Suite 200
Mobile, Alabama 36608

RE: REQUEST FOR ADVISORY OPINION 02-166

Dear Mr. Bridges:

The Commission on Ethics and Public Trust considered your request for an advisory opinion at its meeting on December 18, 2002 and rendered its opinion based on the facts stated in your letter.

You requested an opinion regarding the company's ability to bid on a Gantry Crane Consultant Project at the seaport.

In your letter, you advised the Commission that Gottlieb, Barnett and Bridges (GBB) is a engineering firm. The firm is currently under contract to Port of Miami Crane Management (POMCM) to provide gantry crane consulting services. The current contract was entered into on October 1, 2002. The scope of services requires GBB to modify, upgrade, repair and relocate existing cranes at the port. The services include preparation of design drawings and calculations, solicitation and evaluation of bids and review of contractor fabrication and erection of gantry cranes. The term of the agreement is seven months. POMCM is a county-created

agency that manages the gantry cranes for the seaport.

GBB is also under contract to POMCM to provide consulting services related to the acquisition of two new cranes from China. Under the second agreement, GBB is required to oversee the final design, testing and erection of the cranes in Miami. The second contract is for an initial term of four months and contains a renewal option for an additional six months.

The Commission found that the Conflict of Interest and Code of Ethics ordinance permits GBB to serve as Gantry Crane Consultant While the two projects involve similar work, the work of the Seaport Gantry Crane consultant is broader in scope and covers a longer period of time than the current POMCM contracts. Further, any contemplated work under the future Seaport consultant agreement will cover a different phase of crane procurement than the work covered under the current POMCM agreement. Therefore, the work itself does not contain an inherent conflict of interest.

However, due to the similar nature of the contemplated work under the Gantry Crane Consultant agreement and the current GBB contracts with POMCM, the parties should take certain steps to ensure that there is no conflict between the work. If GBB is awarded the consultant agreement, any work must take place after the expiration of the current contracts and the scope of work under the two contracts must carefully delineate the differences in responsibilities under the two agreements.

Therefore, GBB may serve as the Seaport Gantry Crane Consultant but any work must take place after the expiration of the current contract and the scope of work under the two contracts may not overlap..

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) 350-0616.

Sincerely Yours,

A handwritten signature in black ink, appearing to read "Robert Meyers", with a long horizontal line extending to the right.

ROBERT MEYERS
Executive Director