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STAFF GENERAL COUNSEL

October 8, 2002

Mavis M. Stubbs
15233 S.W. 108th Place
Miami, FL 33157

RE: REQUEST FOR ADVISORY OPINION 02-92

Dear Ms. Stubbs:

The Commission on Ethics and Public Trust considered your request for an advisory opinion at its meeting on September 9, 2002 and rendered its opinion based on the facts stated in your letter.

You requested an opinion regarding contracting with the county to provide janitorial services.

In your letter, you advised the Commission that you are a Police Sergeant in the Cutler Ridge District Office of the Miami-Dade Police Department. You would like to contract with the county to provide litter removal services including beach cleaning.

The Commission found the Conflict of Interest and Code of Ethics ordinance permits you to contract with the county to do janitorial work as long as you do not contract with the police department. Section 2-11.1(c) provides that no person... shall enter into any contract or transact any business in which he or a member of his immediate family has a financial interest, direct or indirect, with

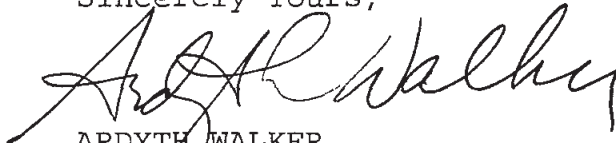
Miami-Dade County or any person or agency acting for Miami-Dade County. The ordinance further states that "Notwithstanding any provision to the contrary herein, subsection c and d shall not be construed to prevent any employee as defined in subsection (b) (6) [excluding departmental personnel as defined by subsection (b) (5) or his or her immediate family as defined in subsection (b) (9) 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, 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 or awarding the contract, 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 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. As long as you do not contract with the Police Department to provide services, you may contract with Miami-Dade County. Finally, you must report any county contracts as outside employment.

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)
350-0616.

Sincerely Yours,



ARDYTH WALKER
Staff General Counsel