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March 28, 2003

Amos C. Roundtree
Director, Strategic Acquisition Planning
Division
Department of Procurement Management
111 N.W. First Street
13th Floor
Miami, Florida 33128

RE: REQUEST FOR ADVISORY OPINION 03-34

Dear Mr. Roundtree:

The Commission on Ethics and Public Trust considered your request for an advisory opinion at its meeting on March 27, 2003 and rendered its opinion based on the facts stated in your letter.

You requested an opinion regarding any conflicts created by a county vendor hiring your brother as Marketing Director.

In your request, you advised the Commission that you serve as Competition Advocate for the Department of Procurement Management. In this role, you help user departments draft specifications for bids in order to increase competition and provide greater opportunities. In March of 2002, you helped develop specifications for a canal sediment hauling bid. All bidders who met the minimum requirements were pre-qualified and placed on a list to provide hauling services for the Department of Environmental Resources Management (DERM). You were not involved in

the qualification and selection process. However, you were copied on correspondence and memoranda regarding the process. In December, 2002, a selected firm, In-Touch Logistics, hired your brother to serve as Marketing Director. You want to know if you can have any further communication regarding the contract.

The Commission found that the Conflict of Interest and Code of Ethics ordinance permits you to continue your limited involvement in the current contract as long as you do not violate Section 2-11.1(j) (disclosure of confidential information) and Section 2-11.1(g) (misuse of official position). Section 2-11.1(j) prohibits covered employees from disclosing confidential information acquired as a result of their employment to a third party. Section 2-11.1(g) prohibits any covered employee from using his official position to secure special privileges or benefits for himself or herself or a third party.

Further, in order to avoid any potential violations of Section 2-11.1(g) (misuse of official position) and 2-11.1 (j) (disclosure of confidential information), you should not draft specifications for a future contract where In Touch Logistics is a potential bidder.

Therefore, you may continue on the present contract on the limited basis described in the request. However, in order to avoid any potential violations of Section 2-11.1(g) (misuse of official position) or 2-11.1 (j) (disclosure of confidential information), you should not work on any future contract where In-Touch Logistics may be a bidder.

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

have any questions regarding possible
conflicts under state law.

If you have any questions regarding the
opinion, please call the undersigned at (305)
579-2954 or Ardyth Walker, Staff General
Counsel at (305) 350-0616.

Sincerely Yours,

A handwritten signature in cursive script that reads "Ardyth Walker for". The signature is written in black ink and is positioned above the typed name of the signatory.

ROBERT MEYERS
Executive Director