

Sanchez, Rodzandra (COE)

From: Diaz-Greco, Gilma M. (COE)
Sent: Thursday, July 26, 2018 2:48 PM
To: Sanchez, Rodzandra (COE)
Subject: FW: Dale Anthony Petrus, D.A.P. Pressure Washing Services, Inc. Limitations of Contracting with the County , INQ 18-183
Attachments: INQ 18-183 Petrus.pdf; Petrus, Dale Anthony application.pdf; Rolanda Scott-Petrus bluebook (spouse).pdf; D.A.P. Pressure Washing Services Inc- Florida Sunbiz.pdf

INQ 18-183 Petrus

From: Diaz-Greco, Gilma M. (COE)
Sent: Thursday, July 26, 2018 2:45 PM
To: 'petrusdaza2@gmail.com' <petrusdaza2@gmail.com>
Cc: Scott, Rolanda (CAHSD) <Rolanda.Scott@miamidade.gov>
Subject: Dale Anthony Petrus, D.A.P. Pressure Washing Services, Inc. Limitations of Contracting with the County , INQ 18-183

Dear Mr. Petrus:

Attached is the Limitations on Doing Business with the County Ethics opinion. Please note that it indicates that you may enter contracts with Miami-Dade County, but not with the Miami-Dade County Community Action and Human Services Department which employs your spouse, Rolanda Scott Petrus. Furthermore, your spouse may not lobby for any contract you may seek with the County. See the County Ethics Code at Secs. 2-11.1 (c) and (m)(1).

You may print or forward this letter to the Procurement Department, you may also print a copy for your records. Please do not hesitate to contact me if you have further questions.

Sincerely,

Gilma (Mimi) Diaz-Greco
Staff Attorney



Miami-Dade Commission on Ethics and Public Trust
19 W. Flagler Street, Suite 820
Miami, FL 33130
Tel: (305) 579-2594
Fax: (305) 579-0273
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Michael P. Murawski
ADVOCATE

Via email at: petrusdaza2@gmail.com

July 26, 2018

Dale Anthony Petrus
1150 N.E. 213 Terrace
Miami, FL 33179

Please submit this letter to the Housing department. The Ethics Commission does not submit this letter on your behalf.

Re: INQ 18-183, Limitations on Doing Business with the County

Dear Mr. Petrus:

On July 13, 2018, you asked about limitations in contracting with the County through your privately-owned company, D.A.P. Pressure Washing Services Inc. Your spouse, Rolanda Scott-Petrus, is employed by the Miami-Dade County Community Action and Human Services Department (CAHSD).

The County Ethics Code at Secs. 2-11.1 (c)(2) and (d) allows you to enter into a contract, individually or through a firm, with Miami-Dade County, as long as the contract does not interfere with the full and faithful discharge of your spouse's duties to the County.

This means that Rolanda Scott-Petrus shall not participate in determining the contract requirements or in awarding the contract. Additionally, none of Ms. Scott-Petrus' responsibilities and job descriptions shall require her to be involved in the contract in any way including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination or forbearance. In your case, this means that D.A.P. Pressure Washing Services Inc., shall not enter into contracts with CAHSD.

Additionally, your spouse may not lobby for the contract. This means that she may not contact anyone within the County in an attempt to influence his/her decision about the contract you are seeking. County Ethics Code §2-11.1 (m)(1). Also, your spouse may not use her County position to secure **special privileges or exemptions** for you with respect to the contract you are seeking. County Ethics Code § 2-11.1(g).

This opinion construes the Miami-Dade County Ethics Code as it applies to County employees and their immediate family members at Sections 2-11.1 (c)(2), (d), (m)(1) and (g) only. It is not applicable to any conflicts under other sections of the County Code or to issues related to state or federal laws.

If any of the facts you have presented change or if you have further questions, please feel free to contact me at 305 350-0601.

Sincerely,

A handwritten signature in black ink, appearing to read "Gilma Diaz-Greco". The signature is fluid and cursive, with a large initial "G" and "D".

Gilma (Mimi) Diaz-Greco
Staff Attorney

H INQ 18-183
Petrus

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DPD 18-183

Relatives of County Employees Wishing to Register as County Vendors

Please submit the following information by mail, fax, or email to—

Gilma Diaz-Greco, Staff Attorney
The Commission on Ethics & Public Trust
19 West Flagler St., Suite 820
Miami, FL 33130

Phone: (305) 350-0638
Fax: (305) 579-0273
Email: gdiazgr@miamidade.gov

YOUR NAME Dale Anthony Petrus

Name of Your Business D.A.P. Pressure Washing Services Inc.

Type of Business Pressure Washing Services

Your Mailing Address 1150 N.E. 213 Terr. Miami, Florida 33179

Your Daytime Phone 786-356-2750

Your Email petrusdaza2@gmail.com

Name of county employee who is related to you Rolanda Scott-Petrus

Type of relationship— spouse? child? parent? other? Spouse

County employee's department, if known Community Action and Human Services

County employee's title, if known AO2-Disability Specialist

Please list the names, titles, and departments of any other immediate family members currently employed by Miami-Dade Co.

The Miami-Dade County Conflict of Interest & Code of Ethics at § 2-11.1 (c)(2) allows immediate family members of County employees to contract with the County in certain circumstances and if the following criteria are met. Please confirm that you and your immediate family member/s will be able to meet all of these criteria:

1. Entering into a contract with the County will not interfere with the full and faithful discharge of the County employee's duties to the County.
2. The County employee will not participate in determining your contract requirements.
3. The County employee will not participate in awarding the contract.
4. The County employee's job responsibilities and job description will not require him/her to be involved in the contract in any way including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination, or forbearance.
5. The County employee will not be working in the County department that enforces, oversees, or administers your contract.

I have read these requirements and pledge to abide by them.


Signature

2/13/2018
Date