



Via First Class Mail  
and  
email at [valdesm0417@yahoo.com](mailto:valdesm0417@yahoo.com)

June 10, 2010

**ETHICS COMMISSIONERS**

Kerry E. Rosenthal, CHAIRPERSON  
Dawn E. Addy, VICE CHAIRPERSON  
Magda Abdo-Gomez  
Judge Seymour Gelber  
Erica Wright

ROBERT A. MEYERS  
EXECUTIVE DIRECTOR

MICHAEL P. MURAWSKI  
ADVOCATE

ARDYTH WALKER  
STAFF GENERAL COUNSEL

Maria E. Valdes  
Eco-Care Building Services, LLC  
P.O. Box 772315  
Miami, FL 33177

Re: INQ 10-104, Contract limitations for Eco-Care Building Services, LLC

Dear Ms. Valdes:

In correspondence to our office on June 8, 2010, you asked if any ethics conflicts prevent your privately owned company, Eco-Care Building Services, LLC, from entering into a contract with Miami-Dade County.

THE FACTS as you presented them are that Eco-Care Building Services, LLC, a for-profit corporation owned by you, provides janitorial services. Your domestic partner, Angel M. Villegas, is employed by the Miami-Dade County Police Department as a Police Sergeant.

DOMESTIC PARTNERS are not currently define as immediate family members in the Ethics Code, but the Code may soon be amended to include this category. Therefore, you have asked for an opinion in anticipation of that change.

IT IS THE OPINION of the Ethics Commission staff that Eco-Care Building Services, LLC, may enter into contracts with the County, but not with the Miami-Dade County Police Department because of your domestic partner's employment with the Police Department.

THE COUNTY ETHICS CODE at Section 2-11.1 (c) allows your company to do business with Miami-Dade County as long as the contract does not interfere with the full and faithful discharge of your domestic partner's duties to the County. This includes the condition that Sgt. Angel M. Villegas not participate in determining the contract requirements or in awarding the contract. Additionally, none of Sgt. Villegas's job responsibilities and job descriptions may require him to be involved in the contract in any way including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination, or forbearance. Finally, Sgt. Villegas may not work in any County department that will enforce, oversee, or administer the contract.

If any of the facts you have presented change, or if you have further questions, please do not hesitate to contact me at 305 350-0601.

Sincerely,

VICTORIA FRIGO  
Staff Attorney

copy: Sgt. Angel M. Villegas, Miami-Dade County Police Dept.  
email at [u302491@miamidadegov](mailto:u302491@miamidadegov)