



emails at lovelizabeth@yahoo.com
and
Gluv2020@yahoo.com

ETHICS COMMISSIONERS

Dawn Addy, CHAIR
Charlton Copeland, VICE CHAIR
Nelson Bellido
Judge Seymour Gelber
Kerry E. Rosenthal

JOSEPH CENTORINO
EXECUTIVE DIRECTOR
GENERAL COUNSEL

MICHAEL P. MURAWSKI
ADVOCATE

MIRIAM S. RAMOS
DEPUTY GENERAL COUNSEL

March 19, 2013

Elizabeth and Gregory L. Davis, Sr.
Star Quality Nursing Agency, LLC
980 NW 177th Terrace
Miami, FL 33169

Re: INQ 13-67, Limitations on Doing Business with the County

Dear Mr. and Mrs. Davis:

On March 15, 2013, you asked about limitations in doing business with the County through your privately owned company, Star Quality Nursing Agency, LLC. Elizabeth Davis is employed as a nurse at Jackson Memorial Hospital, and Gregory L. Davis, Sr., is employed by the Miami-Dade County Corrections & Rehabilitation Department as a correctional sergeant.

OUTSIDE EMPLOYMENT

We note that Ms. Davis's private employment could possibly conflict with her duties to Jackson Memorial Hospital because her outside employment as the owner of a nursing agency is related to her nursing position with the County. See the County Code at Secs. 2-11.1 (g) and (j).

Conflicting employment is sometimes created when a County employee comes in contact with the same or similar people or entities in both her outside employment and in her County job or when she uses the same or similar resources in her outside employment as she uses in her County work.

Nevertheless, permission to engage in outside employment is ultimately granted at the discretion of one's supervisor, and we have been advised by Ms. Davis that permission has been granted to her annually to engage in outside employment through her privately owned nursing agency. Mr. Davis also attested that he has permission to engage in outside employment.

CONTRACTING WITH THE COUNTY

If granted permission to engage in outside employment, the County Ethics Code at Sec. 2-11.1 (c)(2) allows awarding a County contract to Mr. and Mrs. Davis's company as long as the contract does not interfere with the full and faithful discharge of their duties to the County. This includes the condition that Mr. and Mrs. Davis may not participate in determining the contract requirements or in

This letter does not grant you permission to engage in outside employment. You must obtain permission to engage in outside employment annually from your supervisor and file related financial disclosure forms every year.

awarding the contract. Additionally, none of their job responsibilities and job descriptions may require them to be involved in the contract in any way including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination or forbearance. Finally, Mr. and Mrs. Davis may not work in any County departments that would enforce, oversee or administer this contract.

Consequently, Star Quality Nursing Agency, LLC, may not enter into contracts with the Miami-Dade County Corrections and Rehabilitation Department, nor may Star Quality Nursing Agency, LLC, enter into contracts with the department that employs Mrs. Davis at Jackson Memorial Hospital.

LOBBYING

Additionally, Mr. and Mrs. Davis may not lobby for a County contract. This means that they may not contact anyone within the County or at Jackson Memorial Hospital in an attempt to influence a decision about the contract they are seeking. (See the County Ethics Code at Sec. 2-11.1 (m)(1).)

This opinion construes the Miami-Dade County Ethics Code as it applies to County employee-vendors at Secs. 2-11.1 (c)(1) and (m)(1) 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,


VICTORIA FRIGO
Staff Attorney