



*HONESTY - INTEGRITY - CHARACTER*

**Palm Beach County**

**Commission on Ethics**

300 North Dixie Highway

West Palm Beach, FL 33401

561.355.1915

FAX: 561.355.1904

Hotline: 877.766.5920

**E-mail:**

[ethics@palmbeachcountyethics.com](mailto:ethics@palmbeachcountyethics.com)

**Commissioners**

Michael S. Kridel, Chair

Clevis Headley, Vice Chair

Michael F. Loffredo

Judy M. Pierman

Sarah L. Shullman

**Executive Director**

Mark E. Bannon

**Intake and Compliance Manager**

Gina A. Levesque

**General Counsel**

Christie E. Kelley

**Chief Investigator**

Anthony C. Bennett

**Investigator**

Abigail Irizarry

# *Agenda*

May 5, 2016 – 1:30 pm

Governmental Center,

301 North Olive Avenue, 6<sup>th</sup> Floor

Commissioners Chambers

Meeting will begin at 1:30pm  
Executive Session at 1:35pm  
Regular Agenda will resume at 2:10pm

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- I. Call to Order
- II. Roll Call
- III. Introductory Remarks
- IV. Approval of Minutes from April 7, 2016
- V. Executive Session
  - a. C15-024
- VI. Processed Advisory Opinions (Consent Agenda)
  - a.
- VII. Items Pulled from Consent Agenda
  - a.
- VIII. Proposed Advisory Opinions
  - a. RQO 16-011
  - b. RQO 16-014
- IX. Executive Director Comments
- X. Commission Comments
- XI. Public Comments
- XII. Adjournment

If a person decides to appeal any decision made by this Commission with respect to any matter considered at this meeting or hearing, (s)he will need a record of the proceedings, and that, for such purpose, (s)he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**OFFICIAL MEETING MINUTES  
OF THE  
PALM BEACH COUNTY COMMISSION ON ETHICS  
PALM BEACH COUNTY, FLORIDA**

**APRIL 7, 2016**

**THURSDAY  
1:30 P.M.**

**COMMISSION CHAMBERS  
GOVERNMENTAL CENTER**

**I. CALL TO ORDER**

**II. ROLL CALL**

**MEMBERS:**

Michael S. Kridel, Chair  
Clevis Headley, Vice Chair  
Michael F. Loffredo  
Judy M. Pierman  
Sarah L. Shullman

**STAFF:**

Mark E. Bannon, Commission on Ethics (COE) Executive Director  
Anthony C. Bennett, COE Chief Investigator  
Abigail Irizarry, COE Investigator I  
Christie E. Kelley, COE General Counsel  
Gina A. Levesque, COE Intake and Compliance Manager

**ADMINISTRATIVE STAFF:**

Barbara Strickland, Deputy Clerk, Clerk & Comptroller's Office

**III. INTRODUCTORY REMARKS**

Chair Michael Kridel invited Mark Bannon, COE Executive Director, to introduce new COE Investigator Abigail Irizarry.

### **III. – CONTINUED**

Mr. Bannon said that Ms. Irizarry's work experience included the Better Business Bureau, the Lee County Department of Children and Families (DCF) as lead investigator, and the DCF Office of Inspector General, where she became a Certified Inspector General Investigator and was named Inspector General Investigator Star of the Year.

Mr. Bannon announced additional staff title changes:

- The COE Intake Manager Gina Levesque completed compliance training and was now known as Intake and Compliance Manager.
- Christie E. Kelley, COE Staff Counsel, was now COE General Counsel.
- Anthony C. Bennett, COE Senior Investigator, was now COE Chief Investigator.

### **IV. APPROVAL OF MINUTES FROM FEBRUARY 3, 2016**

**MOTION to approve the February 3, 2016, minutes as presented. Motion by Clevis Headley, seconded by Judy Pierman, and carried 5-0.**

### **V. APPROVAL OF MINUTES FROM MARCH 3, 2016**

**MOTION to approve the February 3, 2016, minutes as presented. Motion by Michael Loffredo, seconded by Clevis Headley, and carried 5-0.**

### **VI. PROCESSED ADVISORY OPINIONS (CONSENT AGENDA)**

- a. Request for Opinion (RQO) 16-005
- b. Request for Opinion (RQO) 16-006
- c. Request for Opinion (RQO) 16-007
- d. Request for Opinion (RQO) 16-008
- e. Request for Opinion (RQO) 16-009
- f. Request for Opinion (RQO) 16-010

**VI. – CONTINUED**

**MOTION to approve RQOs 16-005, 16-006, 16-007, 16-008, 16-009, and 16-010 as published. Motion by Clevis Headley, seconded by Judy Pierman, and carried 5-0.**

**VII. ITEMS PULLED FROM CONSENT AGENDA – None**

**RECESS**

**At 1:35 p.m., the chair declared the meeting recessed for an executive session.**

**VIII. EXECUTIVE SESSION**

- a. C15-012
- b. C15-021

**RECONVENE**

**At 4:10 p.m., the meeting reconvened with Chair Kridel, Vice Chair Headley, Commissioner Loffredo, Commissioner Pierman, and Commissioner Shullman present.**

**IX. PUBLICATION OF FINDING C15-012**

Vice Chair Headley read the following Public Report Finding No Probable Cause and Order of Dismissal that was discussed during the executive session:

Complainant, Steven P. Cullen, former Executive Director, Palm Beach County Commission on Ethics (COE), filed the above-referenced Complaint on April 16, 2015, alleging that Respondent, Alberta McCarthy, an independent contractor for International Enterprise Development, Inc., violated Section 2-444(a)(2) and Section 2-444(d) of the Palm Beach County Code of Ethics by giving a gift valued at more than \$100 to an official of the City of Delray Beach.

## **IX. – CONTINUED**

Pursuant to Section 2-258(a) of the Palm Beach County Commission on Ethics Ordinance, the COE is empowered to enforce the Palm Beach County Code of Ethics. On April 7, 2016, the Commission conducted a hearing and reviewed the Memorandum of Inquiry, Legal Sufficiency Determination and Report of Investigation. After oral statements by the Advocate and Respondent, the Commission concluded no probable cause exists to believe any violation occurred.

Therefore it is:

ORDERED and ADJUDGED that the Complaint against Respondent, Alberta McCarthy, is hereby DISMISSED.

DONE AND ORDERED by the Palm Beach County Commission on Ethics in public session on April 7, 2016.

By: Michael S. Kridel, Chair

(CLERK'S NOTE: The clerk added the language as printed in the Public Report Finding No Probable Cause and Order of Dismissal.)

## **X. PUBLICATION OF FINDING C15-021**

Vice Chair Headley read the following Public Report Finding No Probable Cause and Order of Dismissal that was discussed during the executive session:

Complainant, J. Mark Dougan, filed the above-referenced Complaint on September 23, 2015, alleging that Respondent, Elliot Cohen, City of West Palm Beach Communications Director, violated Section 2-433(d) and Section 2-444(d) of the Palm Beach County Code of Ethics by entering into a prohibited contractual relationship with a vendor of the City of West Palm Beach.



## **X. – CONTINUED**

Pursuant to Section 2-258(a) of the Palm Beach County Commission on Ethics Ordinance, the COE is empowered to enforce the Palm Beach County Code of Ethics. On April 7, 2016, the Commission conducted a hearing and reviewed the Memorandum of Inquiry, Report of Investigation, and Probable Cause Determination. After oral statements by the Advocate and Respondent, the Commission concluded no probable cause exists to believe any violation occurred.

Therefore it is:

ORDERED and ADJUDGED that the Complaint against Respondent, Elliot Cohen, is hereby DISMISSED.

DONE AND ORDERED by the Palm Beach County Commission on Ethics in public session on April 7, 2016.

By: Michael S. Kridel, Chair

(CLERK'S NOTE: The clerk added the language as printed in the Public Report Finding No Probable Cause and Order of Dismissal.)

## **XI. EXECUTIVE DIRECTOR COMMENTS**

Executive Director Bannon stated that:

- He extended thanks to Commissioners Pierman and Loffredo for attending the successful March 28, 2016, Ethics Awareness Event, and to State Attorney David Aronberg, who was the keynote speaker.
- The COE staff members attended March and April 2016 municipal council meetings as community outreach, at the cities of Greenacres and Boynton Beach, the towns of Hypoluxo, Jupiter, and Juno, and the Village of North Palm Beach. Upcoming visits were set for the City of Palm Beach Gardens, the towns of Palm Beach, Palm Beach Shores, and Loxahatchee Groves, and the villages of Tequesta and Royal Palm Beach.

## **XI. – CONTINUED**

- He planned for staff to attend at least one municipal meeting of all the municipalities each year as ongoing community outreach.

## **XII. COMMISSION COMMENTS**

### **XII.a.** Chair Kridel stated that:

- The questions and concerns that commissioners expressed in today's executive session vetted the issues more completely and successfully than in previous sessions.
- The COE was complimented last year by an attorney who shared his impression that a really good job was done in the executive session.
- A welcome was extended on behalf of the entire COE to the new investigator, Ms. Irizarry.

### **XII.b.** Commissioner Pierman stated that:

- She and Commissioner Loffredo felt proud of Mr. Bannon's representation of the COE when they attended the March 28, 2016, Ethics Awareness Event.
- Community outreach and establishing the COE's presence in the municipalities were important to continue public education about ethics in the County.

### **XII.c.** Commissioner Shullman stated that:

- She extended her appreciation to COE's staff and chief investigator for their reports following months of investigation ahead of the executive sessions.
- She concurred with Chair Kridel that great amounts of thoughtful analysis by the commissioners went into today's executive session decisions.

**XIII. PUBLIC COMMENTS – None**

**XIV. ADJOURNMENT**

**At 4:18 p.m., the chair declared the meeting adjourned.**

APPROVED:

\_\_\_\_\_  
Chair/Vice Chair



May 6, 2016

Mr. Norm Ostrau, Ethics Officer  
City of West Palm Beach  
401 Clematis Street, 5<sup>th</sup> Floor  
West Palm Beach, FL 33401

Re: RQO 16-011  
Contractual Relationship

Dear Mr. Ostrau,

The Palm Beach County Commission on Ethics (COE) considered your request for an advisory opinion and rendered its opinion at a public meeting on May 5, 2016.

**QUESTION 1:**

Does the Palm Beach County Code of Ethics (Code) prohibit a City of West Palm Beach (City) employee who owns an outside business which offers mandatory fire rescue training from providing such training to City fire rescue employees if (1) the City pays for the training directly or (2) City fire rescue employees pay for the training directly and are then reimbursed by the City?

**ANSWER 1:**

In general, the Code prohibits an employee, directly or indirectly, from entering into any contract or other transaction to provide goods or services to his or her public employer unless one of the exceptions to the contractual relationship prohibition applies.<sup>1</sup> This prohibition includes any contract or transaction between the public employer and the employee, the employee's outside business, or the employee's outside employer.<sup>2</sup> Even where another City fire rescue employee pays the City employee or his company for this training, and is later reimbursed by the City for this cost, an "indirect" contractual relationship would still be created. Under the Code, indirect contractual relationships are also prohibited. In addition, the Code prohibits the employees from using their official position to gain a special financial benefit for themselves or their outside employer or business.<sup>3</sup>

As the owner of the business, the City employee who has an outside business which offers the training is not eligible to receive an outside employment waiver, even where he may also be a part-time employee of this outside business.<sup>4</sup> The eligibility requirements for this waiver prohibit the employee from being involved with the contract between the business and the City in any way. As the owner of the business, the City employee would not be able to meet this requirement. Therefore, based on the fact that this employee cannot receive an outside employment waiver and on your assertion that none of the other exceptions to the contractual relationship prohibition apply, the City employee may not contract with the City to provide the training to City fire rescue employees. In addition, because indirect contractual relationships are prohibited, the City employee with an outside business which offers fire rescue training cannot circumvent the contractual relationship prohibition of the Code by accepting payment directly from a City fire rescue employee when the fire rescue employee will then be reimbursed for the training by the City. However, the Code does not prohibit the City employee from contracting with the County or with other municipalities, excluding the City of West Palm Beach, to provide fire rescue training to County or municipal fire rescue employees.<sup>5</sup>

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<sup>1</sup> §2-443(d), §2-443(e)

<sup>2</sup> Id.

<sup>3</sup> §2-443(a)

<sup>4</sup> §2-443(e)(5)

<sup>5</sup> RQO 14-003

The burden is on employees with the secondary employment to ensure that their secondary employment does not conflict with their City employment. Therefore, they have the ongoing responsibility to accurately ascertain which fire rescue agencies they will be providing training to and to which agencies their training participants belong.

**QUESTION 2:**

Does the Code prohibit a City employee who works part-time for a business which offers mandatory fire rescue training from providing such training to City fire rescue employees when that business is owned by another City employee?

**ANSWER 2:**

Under the facts submitted, and based on your assertion that none of the other exceptions to the contractual relationship prohibition apply, because the owner of the business is a City employee and his or her business cannot contract with the City to provide goods or services, the City employee who works part-time at this business cannot receive a part-time outside employment waiver, as the outside employer cannot contract with the City for goods or services. And, where the business contracts to provide goods or services to the County, or to another municipality, there would be no conflict to waive. As explained above, the Code generally prohibits any contractual relationship between the City and City employees.<sup>6</sup> This contract prohibition extends to all contracts or transactions between the City and the City employee, directly or indirectly, or the employee's outside employer or business unless one of the exceptions to the contractual relationship prohibition applies. An outside employer includes any business that employs you for compensation, and is not another government agency.<sup>7</sup>

**QUESTION 3:**

Does the Code prohibit a City employee who works part-time for a business which offers fire rescue training from providing such training to City fire rescue employees when that business is not owned by a City employee?

**ANSWER 3:**

As discussed in Answer 1, the Code prohibits any contracts between the City and the City employee or the City employee's outside employer or outside business unless one of the exceptions to the contractual relationship prohibition applies. Here, the City employee may be eligible for an outside employment waiver under §2-443(e)(5) of the Code, which establishes a process by which the contractual relationship prohibition is waived for employees. Under this subsection, the Code states that to be eligible for the outside employment, the City employee seeking the waiver cannot be involved with the contract in any way. In addition, the part-time employment cannot interfere with the performance of the City employee's job, and the City employee must comply with all rules regarding outside employment and receive written permission from his or her supervisor. Further, neither the City employee nor any relative can have participated in awarding or determining the requirements of the contract. The City employee must also complete a conflict of interest waiver form, submit the form to both their supervisor and Administrator to be reviewed and signed, and then submit the form to the COE.

The final waiver requirement states that the employee or any relative of the employee may not "work in the county or municipal department as applicable which will enforce, oversee or administer the subject contract."<sup>8</sup> However, the Code does not define the term "department." Here, if "department" means an entire municipal or county fire-rescue department and all employees within, then any person employed by that public entity's fire rescue department would be prohibited from training other personnel from that same organization, unless they did so while on duty. However, most public entities do not have sufficient training staff to conduct all required first responder training and must rely on private companies to conduct much of this specialized training. Because first responder training is specific to their field, this training generally must be done by current or former first responders working part-time as trainers for these private companies. The nature of employment as any type of first responder requires that such training be completed by trainers with sufficient experience in these fields.

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<sup>6</sup> §2-443(d)

<sup>7</sup> §2-442

<sup>8</sup> §2-443(e)(5)a.



Further, in general, the best training is completed by personnel who understand and are familiar with the specific complexities, policies, and practices of each public entity.

Therefore, because the COE has the power to interpret the Code of Ethics, and also must consider the practical effect on the general functions of government, we define the term "department" as listed in §2-443(e)(5)(a), *Exceptions and waiver*, to mean only those persons working directly within the section or division of that public entity that is specifically authorized to enforce, oversee, or administer the subject contract, such as the Administrator, managers, supervisors, or other employees who have direct authority over the subject contract.

Therefore, as long as he or she meets all of the waiver requirements as set forth in §2-443(e)(5), including not working directly within the section or division of West Palm Beach Fire Rescue or another City department that is specifically authorized to enforce, oversee, or administer the contract, the City employee who works part-time for a business which offers fire rescue training is not prohibited from providing such training to City fire rescue employees when that business is not owned by a City employee.

**FACTS:**

You are the Ethics Officer for the City of West Palm Beach. You are requesting this advisory opinion on behalf of the Fire Rescue Department. The City's fire rescue employees must complete mandatory fire rescue training. At least one Fire Rescue employee has an outside business which offers the mandatory fire rescue training and at least one City employee works part-time for that business. In addition, at least one City employee works part time for an outside employer which offers the mandatory fire rescue training. You have stated that none of the exceptions to the contractual prohibition applies to the facts here.

**LEGAL BASIS:**

The legal basis for this opinion is found in the §2-442 and §2-443 of the Code:

**§2-442. Definitions.**

**Outside employer or business** includes:

- (1) Any entity, other than the county, the state, or any other regional, local, or municipal government entity, of which the official or employee is a member, official, director, or employee, and from which he or she receives compensation for services rendered or goods sold or produced, or
- (2) Any entity located in the county or which does business with or is regulated by the county in which the official or employee has an ownership interest.

**§2-443. Prohibited conduct.**

- (a) **Misuse of public office or employment.** An official or employee shall not use his or her official position or office, or take or fail to take any action, or influence others to take or fail to take any action, in a manner which he or she knows or should know with the exercise of reasonable care will result in a special financial benefit, not shared with similarly situated members of the general public, for any of the following persons or entities:
  - (1) Himself or herself;
  - (4) An outside employer or business of his or hers, or of his or her spouse or domestic partner, or someone who is known to such official or employee to work for such outside employer or business;
- (d) **Contractual relationships.** No official or employee shall enter into any contract or other transaction for goods or services with their respective county or municipality. This prohibition extends to all contracts or transactions between the county or municipality as applicable or any person, agency or entity acting for the county or municipality as applicable, and the official or employee, directly or indirectly, or the official or employee's outside employer or business. Any such contract, agreement, or business arrangement entered into in violation of this subsection may be rescinded or declared void by the board of county commissioners pursuant to § 2-448(c) or by the local municipal governing body pursuant to local ordinance as applicable.

- (e) **Exceptions and waiver.** In addition, no official or employee shall be held in violation of subsection (d) if:
- (1) The business is awarded under a system of sealed, competitive bidding to the lowest bidder and:
    - a. The official or employee or member of his or her household has in no way participated in the determination of the bid specifications or the determination of the lowest bidder;
    - b. The official or employee or member of his or her household has in no way used or attempted to use the official or employee's influence to persuade the agency, governmental entity or any personnel thereof to enter such a contract other than by the mere submission of the bid; and
    - c. The official or employee, prior to or at the time of the submission of the bid, has filed a statement with the supervisor of elections and the commission on ethics, disclosing the nature of the interest in the outside employer or business submitting the bid.
  - (2) An emergency purchase or contract which would otherwise violate a provision of subsection (d) must be made in order to protect the health, safety, or welfare of the citizens of the county or municipality as applicable.
  - (3) The outside employer or business involved is the only source of supply within the county or municipality as applicable and there is full disclosure by the official or employee of his or her interest in the outside employer or business to the county or municipality as applicable and the ethics commission prior to the purchase, rental, sale, leasing, or other business being transacted.
  - (4) The total amount of the contracts or transactions in the aggregate between the outside employer or business and the county or municipality as applicable does not exceed five hundred dollars (\$500) per calendar year.
  - (5) Notwithstanding any provision to the contrary, subsection (d) shall not be construed to prevent an employee from seeking part-time employment with an outside employer who has entered into a contract for goods or services with the county or municipality as applicable provided that:
    - a. The employee or relative of the employee does not work in the county or municipal department as applicable which will enforce, oversee or administer the subject contract; and
    - b. The outside employment would not interfere with or otherwise impair his or her independence of judgment or otherwise interfere with the full and faithful performance of his or her public duties to the county or municipality as applicable; and
    - c. The employee or relative of the employee has not participated in determining the subject contract requirements or awarding the contract; and
    - d. The employee's job responsibilities and job description will not require him to be involved in the outside employer's contract in any way including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination or forbearance; and
    - e. The employee demonstrates compliance with applicable merit rules regarding outside employment and obtains written permission from his or her supervisor; and
    - f. The employee has obtained a conflict of interest waiver from the chief administrative officer and the employee's department head of the county or municipality based on a finding that no conflict exists. The employee shall submit the request for waiver in writing and under oath.

This opinion construes the Palm Beach County Code of Ethics Ordinance and is based upon the facts and circumstances that you have submitted. The COE does not investigate the facts and circumstances submitted but assume they are true for purposes of this advisory opinion. It is not applicable to any conflict under state law. Inquiries regarding possible conflicts under state law should be directed to the State of Florida Commission on Ethics.

Please feel free to contact me at 561-355-1915 if I can be of any further assistance in this matter.

Sincerely,

Mark E. Bannon  
Executive Director

CEK/gal

May 5, 2016

Ms. Virginia Walton, Town Clerk  
155 F Road  
Loxahatchee Groves, FL 33470

Re: RQO 16-014  
Outside Employment

Dear Ms. Walton,

Your request for an advisory opinion to the Palm Beach County Commission on Ethics (COE) has been received and reviewed. The opinion rendered is as follows:

**QUESTION:**

Does the Palm Beach County Code of Ethics (Code) prohibit you from providing consulting services as an independent contractor for the City of Riviera Beach when you are a contract employee of the Town of Loxahatchee Groves?

**ANSWER:**

Based on the facts submitted, a conflict of interest would not arise for you if you work as an independent contractor for the City of Riviera Beach when you are an employee of the Town of Loxahatchee Groves. As a contract employee performing a government function, you are considered an employee of the Town of Loxahatchee Groves and are subject to the Code.<sup>1</sup>

The Code's contractual relationships provision controls contracts you might have in your private capacity that could conflict with your public employment. In general, the Code prohibits you or your outside employer from entering into any contract or other transaction to provide goods or services to your public employer.<sup>2</sup> The Code specifically exempts other governmental entities from the definition of outside employer. Sec. 2-442 of the Code defines an outside employer as any entity, *other than the county, the state or any other regional, local or municipal government entity*, of which the official or employee is a member, official, director, or employee, and from which he or she receives compensation.<sup>3</sup> Based on the facts provided, because the City of Riviera Beach does not meet the definition of an outside employer and the City does not have any contracts to provide goods or services to the Town of Loxahatchee, a conflict of interest would not arise for you if you work as an independent contractor for the City of Riviera Beach. Therefore, you are not prohibited from accepting part-time employment with the City of Riviera Beach.

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<sup>1</sup> §2-442

<sup>2</sup> §2-443(d)

<sup>3</sup> §2-442



However, you must also take great care from using your official position as the Town of Loxahatchee Groves Town Clerk to give a special financial benefit to yourself.<sup>4</sup> Therefore, you would be prohibited from soliciting additional consulting opportunities while on duty or after identifying yourself as the Town Clerk for the Town of Loxahatchee Groves.

**FACTS:**

You are a part-time employee of a management company which was hired to manage the Town of Loxahatchee Groves. You serve as the Town Clerk, and you are paid on an hourly basis. The Town Manager has given you permission to accept outside consulting work. The City of Riviera Beach does not have any contracts with the Town of Loxahatchee Groves.

City of Riviera Beach staff has approached you about working as an independent contractor, providing election law training to City staff and supervising the City's Special Run-Off Election on May 17, 2016. The City Council directed its city manager to hire someone well-versed in municipal elections and Florida's election laws. It is your understanding that you would work out of the City Clerk's Office during the special election. As an independent contractor, you would train all staff of the Office of the City Clerk in the State of Florida Election Laws and how they interrelate with the City's Charter and Code of Ordinances. You would also develop an operating procedure for elections with the City Clerk for future elections. In addition, you would serve as a "substitute clerk" and have to perform and oversee specific duties for the Special Run-Off Election.

**LEGAL BASIS:**

The legal basis for this opinion is found in the §2-442, §2-443(a) and §2-443(d) of the Code:

**Sec. 2-442. Definitions.**

**Official or employee** means any official or employee of the county or the municipalities located within the county, whether paid or unpaid. The term "employee" includes but is not limited to all managers, department heads and personnel of the county or the municipalities located within the county. The term also includes contract personnel and contract administrators performing a government function, and chief executive officer who is not part of the local governing body.

**Outside employer or business** includes:

- (1) Any entity, other than the county, the state, or any other federal, regional, local, or municipal government entity, of which the official or employee is a member, official, director, proprietor, partner, or employee, and from which he or she receives compensation for services rendered or goods sold or produced. For purposes of this definition, "compensation" does not include reimbursement for necessary expenses, including travel expenses; or

**Sec. 2-443. Prohibited conduct.**

- (a) **Misuse of public office or employment.** An official or employee shall not use his or her official position or office, or take or fail to take any action, or influence others to take or fail to take any action, in a manner which he or she knows or should know with the exercise of reasonable care will result in a special financial benefit, not shared with similarly situated members of the general public, for any of the following persons or entities:

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<sup>4</sup> §2-443(a)

(1) Himself or herself;

- (d) **Contractual relationships.** No official or employee shall enter into any contract or other transaction for goods or services with their respective county or municipality. This prohibition extends to all contracts or transactions between the county or municipality as applicable or any person, agency or entity acting for the county or municipality as applicable, and the official or employee, directly or indirectly, or the official or employee's outside employer or business.

This opinion construes the Palm Beach County Code of Ethics Ordinance and is based upon the facts and circumstances that you have submitted. The COE does not investigate the facts and circumstances submitted but assume they are true for purposes of this advisory opinion. This opinion is not applicable to any conflict under state law. Inquiries regarding possible conflicts under state law should be directed to the State of Florida Commission on Ethics.

Please feel free to contact me at 561-355-1915 if I can be of any further assistance in this matter.

Sincerely,

Mark E. Bannon,  
Executive Director

CEK/gal