

Andrew J. Meyers  
County Attorney



OFFICE OF THE COUNTY  
ATTORNEY  
115 S. Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301

---

954-357-7600 · FAX 954-357-7641

**MEMORANDUM**

**TO:** Commissioner Lamar P. Fisher

**FROM:** Rocio Blanco Garcia, Assistant County Attorney

**DATE:** August 24, 2020

**RE:** **Contractual Relationships; voting conflicts  
CAO File 20-02E**

You have inquired whether you may, through your real estate brokerage firm, enter into an agreement with Gtn Properties, LLC, the holder of a ground lease ("Leaseholder") at Fort Lauderdale Executive Airport ("Executive Airport") that wishes to assign its rights with respect to such lease to Sheltair Aviation Services ("Sheltair"). Your firm's role would be to negotiate the sale and transfer of such rights, which role may involve you engaging in communications with the City of Fort Lauderdale ("City"), as owner of the Executive Airport, through its Assistant City Manager.

The Leaseholder is not a vendor, contractor, or principal of a lobbyist of Broward County. The County's databases reveal that Sheltair is a contractor of Broward County. You have further advised that your firm would not enter into any agreements with Sheltair and that the sole agreement would be between your firm and the Leaseholder. You would like to know whether this arrangement implicates any ethics rules. If you believe that any one of these facts is not accurate, please let us know, as different facts may affect our analysis.

In answering your inquiry, we considered several provisions of the Florida and County codes of ethics.

First, we analyzed Section 112.313(7) of the Florida Statutes. That provision states that public officials may not have a contractual relationship with an entity that is subject to the regulation of or is doing business with the public official's agency. A public official may also not enter into a contractual relationship that would give rise to a frequently recurring conflict of interest. Although only the Florida Commission on Ethics can provide a conclusive opinion regarding the applicability of the Florida Code of Ethics to the facts at issue, we do not believe a contractual relationship between your firm and the Leaseholder would implicate Section 112.313(7). This is so because (1) the Leaseholder is neither

subject to the regulation of or doing business with the County; and (2) even if the Leaseholder were subject to the regulation of or doing business with the County, you are not personally entering into an agreement with the Leaseholder—your firm is.

In analyzing questions of this nature, the Florida Commission on Ethics typically observes the separate “personhood” of corporate entities from their owners. See, e.g., CEO 82-78. Therefore, even if the Leaseholder were subject to the regulation of the County or were doing business with the County, because your firm is a separate entity from you and there is no indication whatsoever that the corporate form is being used to thwart the Code of Ethics, no conflicting contractual relationship would exist.<sup>1</sup> Moreover, there is no indication that the relationship between your firm and the Leaseholder would give rise to a frequently recurring conflict of interest.

Second, we analyzed Section 112.3143 of the Florida Code of Ethics, which prohibits public officials from voting on any matter that would benefit, among others, themselves, their principals, and their associates. The deal you would be brokering on behalf of the Leaseholder does not require approval of the Board of County Commissioners. Notwithstanding, should any other matter involving the Leaseholder come before the Board of County Commissioners, you would have to abstain from voting on such matter for as long as a contractual relationship between your firm and the Leaseholder exists. Moreover, to avoid even the appearance of a conflict of interest, it is our advice that you abstain from voting on any matters involving Sheltair pending completion of the assignment of the ground lease at issue. You have no actual conflict of interest regarding Sheltair because Sheltair has not retained you to perform any services.

Finally, because your firm’s role in this deal may require you to engage in communications with the City, you have asked that we also analyze the County’s lobbying restrictions. Section 1-19(c)(2)(a) prohibits elected officials from lobbying any “covered individual.” The term “covered individual” includes, among others, city commissioners, city mayors, individuals directly appointed by the city commission to an employment position, and any member of a final-decision making body under the jurisdiction of a city within the County. As stated above, your communications with respect to this deal would be with the Assistant City Manager. Based on our communications with the City, the Assistant City Manager was not appointed to his position directly by the City Commission. Further, the Assistant City Manager would not make final recommendations or be a final decision maker with respect to this deal; the City Commission would be. Therefore, it is our opinion that you may communicate with the Assistant City Manager without running afoul of the County’s Code of Ethics.

In summary, although only the Florida Commission on Ethics may provide a definitive answer with respect to whether your firm’s relationship with the Leaseholder would be

---

<sup>1</sup> Under the facts presented, there is no contractual relationship with Sheltair, but even if an implied contract were found to exist, because any such contract would be between your firm and Sheltair, the same conclusion would be reached.

Commissioner Fisher

August 24, 2020

Page 3

prohibited by the Florida Code of Ethics, it is our opinion that, based on available Commission on Ethics opinions, the relationship at issue would not raise ethical concerns. Further, because the Assistant City Manager is not a covered individual under the County's Code of Ethics, it is our opinion that you may communicate with the Assistant City Manager regarding this deal and that such communication would not constitute lobbying under the County's Code.

If we may be of further assistance regarding this matter, please let us know.

/s/ Rocio Blanco Garcia  
Rocio Blanco Garcia  
Assistant County Attorney

C: Andrew J. Meyers, County Attorney