

APR 28 2026

**BEFORE THE
STATE OF FLORIDA
COMMISSION ON ETHICS**

RECEIVED

CONFIDENTIAL

In re: Jennifer Liotta,

Respondent.

Complaint No.: 25-304

ADVOCATE'S RECOMMENDATION

The undersigned Advocate, after reviewing the Complaint, Complaint Amendment, and Report of Investigation filed in this matter, submits this Recommendation in accordance with Rule 34-5.006(3), F.A.C.

RESPONDENT/COMPLAINANT

Respondent, Jennifer Liotta, serves as a Board Member of the St. John's County Airport Authority in St. Johns County, Florida. Complainant is Courtney K. Pittman of St. John's County, Florida.

JURISDICTION

The Executive Director of the Commission on Ethics determined that the Complaint was legally sufficient and ordered a preliminary investigation for a probable cause determination as to whether Respondent violated Section 112.313(4), 112.313(6), 112.313(7)(a), Florida Statutes, and Article II, Section 8(h)(2), Florida Constitution. The Commission on Ethics has jurisdiction over this matter pursuant to Section 112.322, Florida Statutes.

The Report of Investigation was released on April 17, 2026.

ALLEGATION ONE

Respondent is alleged to have violated Section 112.313(7)(a), Florida Statutes, by having an employment and/or contractual relationship with Volato, Inc., which was subject to the regulation of and/or doing business with her agency.

APPLICABLE LAW

Section 112.313(7)(a), Florida Statutes, provides as follows:

CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP. (a) No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

In order to establish a violation of Section 112.313(7), Florida Statutes, the following elements must be proved:

1. Respondent must have been a public officer or employee.
2. Respondent must have been employed by or have had a contractual relationship with a business entity or an agency.
3. Such business entity or state or agency must have been subject to the regulation of, or doing business with, the agency of which the Respondent was an officer or employee.

OR

1. Respondent must have been a public officer or employee.

2. Respondent must have held employment or a contractual relationship that will:

- a) create a continuing or frequently recurring conflict between the Respondent's private interests and the performance of the Respondent's public duties;
- or
- b) impede the full and faithful discharge of the Respondent's public duties.

ANALYSIS

Complainant, the Interim Executive Director of the St. John's County Airport Authority, alleges that Respondent, while serving as an Airport Authority Board Member, was also employed as General Counsel for Volato, Inc. (ROI 2) Complainant further alleges that Volato leased 21.1 acres of land from the Airport Authority at the same time that Respondent was a Board Member and Volato's General Counsel. (ROI 2) Respondent served as an Airport Authority Board Member from January 4, 2023 until she resigned on October 21, 2025. (ROI 9, 18, Exhibit A)

Respondent's Employment/Contractual Relationships with Volato

A series of filings with the United States Securities Exchange Commission ("SEC") show that Respondent's husband, Matt Liotta serves as Volato's CEO and Respondent serves as its General Counsel. (ROI 13) SEC filings also show that Respondent has shared voting and dispositive power over millions of Volato's shares that are held by the Argand Group, LLC, as well as her own stock options. (ROI 13) On her 2023 and 2024 CE Form 1s, Respondent listed Volato, Inc. and the Argand Group, LLC under primary sources of income. (ROI 11)

Additionally, Respondent was quoted as admitting that she is an employee of Volato and owns stock in Volato at eight different Airport Authority Board meetings from January 2023 through May 2024. (ROI 16, 17) At the November 18, 2024 Board meeting, Respondent stated that she was no longer an employee of Volato but remained a shareholder. (ROI 17)

Business between Volato and the Airport Authority

Prior to Respondent taking office, a Commercial Operating Agreement dated November 10, 2021 was signed between the Airport Authority and Volato, with Matt Liotta signing on behalf of Volato. (ROI 19) In January 2022, Matt Liotta expressed to the Airport Authority Volato's interest and intent to develop a Fixed Base Operator ("FBO") at the Northeast Florida Regional Airport. (ROI 21) Matt Liotta requested to present Volato's proposal to the Airport Authority, which the Airport Authority rejected on October 4, 2022. (ROI 21) On October 19, 2022, Volato filed a suit with the Federal Aviation Administration ("FAA") against the Airport Authority pursuant to 14 CFR Part 16. (ROI 21)

Respondent was elected in the November 2022 General Election and took office on January 4, 2023. (ROI 9) On December 11, 2023, the Airport Authority entered a "Land Lease, Development, and Use Agreement" with Volato pertaining to a 21.1 acre parcel of undeveloped land at the Northeast Florida Regional Airport. (ROI 22) On January 10, 2024, the FAA entered an order dismissing Volato's suit against the Airport Authority which stated in part that the Airport Authority desires to negotiate a long-term lease with Volato. (ROI 23) On August 19, 2024, the Airport Authority entered an agreement with Volato that terminated Volato's efforts to become a FBO at the Northeast Florida Regional Airport. (ROI 28) Former Interim Executive Director for the Airport Authority, Jaime Topp, recalled that when negotiating the December 11, 2023 lease he became aware of Respondent's involvement with Volato because all of the drafts of the lease that he reviewed were drafted by Respondent. (ROI 24, 32, Exhibit B)

Volato and the Airport Authority entered a different lease agreement on January 9, 2024, when Modern Aero, LLC, assigned its lease of a hangar from the Airport Authority to Volato, with the Airport Authority's consent. (ROI 39)

In sum, Respondent was a public officer who had employment and a separate contractual relationship with Volato. See CEO 11-05 (opining that holding stock creates a contractual relationship) & CEO 05-18, n.8 (opining that holding stock options creates a contractual relationship). At the same time that Respondent was a public officer and held these relationships with Volato, Volato and her agency were doing business.

Therefore, based on the evidence before the Commission, I recommend that the Commission find probable cause to believe that Respondent violated Section 112.313(7)(a), Florida Statutes.

ALLEGATION TWO

Respondent is alleged to have violated Section 112.313(7)(a), Florida Statutes, by having an employment and/or contractual relationship with Modern Aero, LLC., which was subject to the regulation of and/or doing business with her agency.

APPLICABLE LAW

The applicable law is explained above in Allegation One. See Allegation One.

ANALYSIS

The facts and circumstances described above in Allegation One are incorporated by reference as though fully restated herein.

Respondent's Employment/Contractual Relationship with Modern Aero

Records of the Florida Department of State, Division of Corporations ("Sunbiz records") reflect that the Argand Group, LLC is designated as one of two authorized members for Modern Aero, LLC. (ROI 12) Modern Aero was originally owned by Respondent and her husband only but later added additional owners. (ROI 15) Respondent admitted to being an owner of Modern Aero at several Board meetings ranging from January 2023 to October 2025. (ROI 16, 17)

Business Between Modern Aero and the Airport Authority

The Airport Authority, as Landlord, entered a lease agreement with Modern Aero, as Tenant, for the commercial hangar located at 4738 Casa Cola Way, St. Augustine, FL (“the Casa Cola Hangar”). (ROI 29) The Lease was effective October 1, 2023. (ROI 29) This was prompted by the fact that Jacksonville Aviation (d/b/a Premier Aviation) was renting the Casa Cola Hangar when it was acquired by Modern Aero. (ROI 33) Respondent acknowledged that she performed work on that lease on behalf of Modern Aero at the request of her husband. (ROI 33)

Ownership of a business constitutes employment for purposes of this statute. *See* CEO 16-12. Thus, Respondent was employed by Modern Aero at the same time that Modern Aero was doing business with the Airport Authority.

Therefore, based on the evidence before the Commission, I recommend that the Commission find probable cause to believe that Respondent violated Section 112.313(7)(a), Florida Statutes.

ALLEGATION THREE

Respondent is alleged to have violated Section 112.313(6), Florida Statutes, by using her public position and/or public resources to secure a special privilege, benefit, and/or exemption for herself and/or another.

APPLICABLE LAW

Section 112.313(6), Florida Statutes, provides as follows:

MISUSE OF PUBLIC POSITION. No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. This section shall not be construed to conflict with s. 104.31.

The term “corruptly” is defined by Section 112.312(9), Florida Statutes, as follows:

“Corruptly” means done with a wrongful intent and for the purpose of obtaining, or compensating or receiving compensation for, any benefit resulting from some act or omission of a public servant which is inconsistent with the proper performance of his or her public duties.

In order to establish a violation of Section 112.313(6), Florida Statutes, the following elements must be proved:

1. Respondent must have been a public officer or employee.
2. Respondent must have:
 - a) used or attempted to use his or her official position or any property or resources within his or her trust,
 - or
 - b) performed his or her official duties.
3. Respondent’s actions must have been taken to secure a special privilege, benefit or exemption for him- or herself or others.
4. Respondent must have acted corruptly, that is, with wrongful intent and for the purpose of benefiting him- or herself or another person from some act or omission which was inconsistent with the proper performance of public duties.

ANALYSIS

The facts and circumstances described in Allegations One and Two are incorporated by reference as though fully restated herein. On September 21, 2023, Matt Liotta and Topp exchanged emails in regard to Liotta’s request for reimbursement of legal fees from the Airport Authority. (ROI 49, 50, Exhibit D) Liotta requested \$63,178.00 in legal fees that he said were incurred by Modern Aero because of improper actions by the Airport Authority. (ROI 50, Exhibit D1-D2) Topp replied on October 30, 2023 informing him that his request was denied. (ROI 50, Exhibit D4) On November 4, 2023, Liotta replied that he wished to appeal that decision pursuant to the Airport Authority’s procedure and stated that an investigation by the FAA would reveal

impropriety on the part of the Airport Authority. (ROI 51, Exhibit D5) There is no indication that there was ever any litigation between the Airport Authority and Modern Aero.

On October 31, 2023, the day after the request for fees was denied, Topp and Liotta established a new agreement between Modern Aero and the Airport Authority whereby Modern Aero would receive credits to its rent payments equal to one half of the cost of repairs and improvements that Modern Aero made to the facilities it was renting. (ROI 42, 43, 45, Exhibit C) Topp stated that the agreement was beneficial to the Airport Authority in part because there was an immediate safety issue with one of the hangar doors that Modern Aero would replace. (ROI 45) At the time the agreement was made, Modern Aero was behind on its rent payments. (ROI 45) Between March 2024 and August 2024, the Airport Authority and Modern Aero would further dispute whether the value of the repairs were properly credited and how much rent was due. (ROI 44, Exhibit C) It does not appear that the hangar door was ever repaired. (ROI 46, Exhibit C) Topp stated that he discussed these issues with Respondent, though Respondent denies that she was involved. (ROI 42, 47)

Topp resigned as the Interim Executive Director for the Airport Authority on May 12, 2024. (ROI 24, 48) The Board then hired Complainant as the Interim Executive Director. (ROI 53) Complainant terminated Modern Aero's leases on three airplane hangars, which Respondent believes was an attempt to exclude Modern Aero from business at the airport in violation of FAA rules. (ROI 53)

At the January 13, 2025 Board meeting, Attorney Nick Morcom, representing Modern Aero in its appeal, stated to the Board that if the Board maintained its decision it "will prompt a multi-prong lengthy legal dispute. State court action will be filed, and the interim executive's termination of Modern Aero's T-hangar leases amounts to unjust discrimination in violation of

federal regulations.” (ROI 54) At the September 8, 2025 Board meeting, Respondent denied implications that she was adverse to the Airport Authority regarding the demand for fees. (ROI 55) Respondent advised that Modern Aero ultimately brought suit against three former Board members after they were criminally charged for Sunshine Law violations, but not against the Airport Authority or against Complainant. (ROI 56)

Respondent stated that Complainant, prior to being hired by the Board, was the Director of Operations for the Northeast Florida Regional Airport Control Tower. (ROI 58) Respondent stated that Complainant continued to maintain two full time jobs after being hired by the Board, and that he talked openly about parking his car in different buildings to make it look like he was working at different buildings. (ROI 58) Respondent stated that she told staff members that if they wanted to provide affidavits to Woolsey Morcom’s law offices that she would pay the expenses associated for them to provide an affidavit. (ROI 58)

Respondent also stated that she became aware of an investigation by the State Attorney’s office that public documents were being destroyed in violation of the Sunshine law. (ROI 59) Respondent emailed Aviation Attorney Chad Roberts, an employee of the Airport Authority, regarding the matter. (ROI 59) Respondent stated that Attorney Roberts replied and included additional employees on the email chain and felt that Attorney Roberts was implying that Respondent was accusing the employees that he had included. (ROI 59) Respondent stated that she then offered to pay the legal fees of anyone willing to come forward. (ROI 59)

At the September 8, 2025 Board meeting, Respondent and Attorney Roberts disagreed as to the nature of Respondent’s communications to staff. (ROI 60) During that meeting, Respondent read part of an email she sent staff as follows:

As you are aware, the airport has previously settled litigation involving allegations of retaliatory termination after a staff member lodged complaints against

[Complainant]. ... In fact, to ensure staff and former employees can speak freely without fear of retaliation—find it – or a financial burden, I recently agreed to cover legal expenses for a former employee to provide an affidavit containing allegations regarding [Complainant's] conduct.

* * *

To any current staff included in this e-mail, if you have legitimate concerns related to document handling or other matters you are uncomfortable raising internally, I will support your right to come forward. If legal representation is needed to do so safely, I am willing to help ensure that access is available. (ROI 60)

In sum, an attorney representing a company that Respondent owns stood before the Airport Authority and threatened extensive litigation if it did not resume doing business with the company that she owns. After denying that she was adverse to the agency on that matter, she ultimately offered to pay the legal fees of any of the Airport Authority's employees who were willing to come forward and make statements against Complainant, who is the one who terminated the business with her company.

Therefore, based on the evidence before the Commission, I recommend that the Commission find probable cause to believe that Respondent violated Section 112.313(6), Florida Statutes.

ALLEGATION FOUR

Respondent is alleged to have violated Article II, Section 8(h)(2), Florida Constitution, by using her position to obtain a disproportionate benefit for herself and/or another.

APPLICABLE LAW

Article II, Section 8, provides as follows:

Ethics in government.—A public office is a public trust. The people shall have the right to secure and sustain that trust against abuse. To assure this right:

(h)(1) A code of ethics for all state employees and nonjudicial officers prohibiting conflict between public duty and private interests shall be prescribed by law.

(2) A public officer or public employee shall not abuse his or her public position in order to obtain a disproportionate benefit for himself or herself; his or her spouse, children, or employer; or for any business with which he or she contracts; in which he or she is an officer, a partner, a director, or a proprietor; or in which he or she owns an interest.

ANALYSIS

The pertinent facts and circumstances for this allegation are contained above in Allegation Three. See Analysis in Allegation Three.¹

Therefore, based on the evidence before the Commission, I recommend that the Commission find probable cause to believe that Respondent violated Article II, Section 8(h)(2), Florida Constitution.

ALLEGATION FIVE

Respondent is alleged to have violated Section 112.313(4), Florida Statutes, by accepting, or by her spouse accepting, compensation, payment, or a thing of value that was given to influence an official action.

APPLICABLE LAW

Section 112.313(4), Florida Statutes, provides as follows:

UNAUTHORIZED COMPENSATION. - No public officer, employee of an agency, or local government attorney or his or her spouse or minor child shall, at any time, accept any compensation, payment, or thing of value when such public officer, employee, or local government attorney knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer, employee, or local government attorney was expected to participate in his or her official capacity.

¹ In CEO 19-23, the Commission expounded on the intent requirement of the Constitutional amendment, noting that it is “highly similar, if not identical,” to the intent required to show a violation of Section 112.313(6) because both the rule and the amendment “require an act or omission committed with a ‘wrongful intent’ and for the purpose of obtaining a result ‘inconsistent with the proper performance’ of one’s public duties.”

In order to establish a violation of Section 112.313(4), Florida Statutes, the following elements must be proved:

1. Respondent must have been a public officer or employee.
2. Respondent or Respondent's spouse or minor child must have accepted some compensation, payment or thing of value.
3. When such compensation, payment or thing of value was accepted:
 - a) Respondent knew that it was given to influence a vote or other action in which Respondent was expected to participate in an official capacity;
 - or
 - b) Respondent, with the exercise of reasonable care, should have known that it was given to influence a vote or other action in which Respondent was expected to participate in an official capacity.

ANALYSIS

The facts and circumstances for this allegation are contained above in Allegations One through Four. Additionally, Respondent stated that she voted to change Topp's title from Interim Executive Director to Executive Director. (ROI 48) There does not appear to be any indication that this was related to the rent credit arrangement between the Airport Authority and Modern Aero. Nor does there appear to be any indication that Respondent or her spouse accepted something with the understanding that it was meant to influence some official action from Respondent.

Therefore, based on the evidence before the Commission, I recommend that the Commission find no probable cause to believe that Respondent violated Section 112.313(4), Florida Statutes.

RECOMMENDATION

It is my recommendation that:

1. There is probable cause to believe that Respondent violated Section 112.313(7)(a), Florida Statutes, by having an employment and/or contractual relationship with Volato, Inc., which was subject to the regulation of and/or doing business with her agency.
2. There is probable cause to believe that Respondent violated Section 112.313(7)(a), Florida Statutes, by having an employment and/or contractual relationship with Modern Aero, LLC., which was subject to the regulation of and/or doing business with her agency.
3. There is probable cause to believe that Respondent violated Section 112.313(6), Florida Statutes, by using her public position and/or public resources to secure a special privilege, benefit, and/or exemption for herself and/or another.
4. There is probable cause to believe that Respondent violated Article II, Section 8(h)(2), Florida Constitution, by using her position to obtain a disproportionate benefit for herself and/or another.
5. There is no probable cause to believe that Respondent violated Section 112.313(4), Florida Statutes, by accepting, or by her spouse accepting, compensation, payment, or a thing of value that was given to influence an official action.

Respectfully submitted this 28th day of April 2026.



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CEO 11-5 – May 18, 2011

**CONFLICT OF INTEREST
APPLICATION OF CONFLICT OF INTEREST LAW TO GOVERNOR'S INVESTMENTS**

To: Richard E. Coates and James T. Fuller, Counsel for Governor Richard L. Scott (Tallahassee)

SUMMARY:

Under the circumstances presented, no prohibited conflict of interest exists where the Governor has invested in companies and investment funds that indirectly own Florida-based or Florida-regulated entities. In addition, no prohibited conflict of interest would be created were the Governor to place his investment assets in a blind trust, with the trust placing most of its investment assets into discretionary accounts that will be managed by licensed and regulated investment advisers who will have the discretion to invest, divest, and reinvest assets, even if an adviser were to invest in a Florida company in which the Governor would be prohibited from directly owning an interest. CEO 86-12, CEO 91-24, CEO 94-5, CEO 99-13, CEO 03-1, and CEO 05-8 are referenced.

QUESTION 1:

Does a prohibited conflict of interest exist where the Governor has invested in the companies and investment funds described below?

This question is answered in the negative.

In your letter of inquiry you advise that Governor Richard L. Scott requests an advisory opinion as to whether certain passive investments in companies that have business activities in the Florida would create a conflicting relationship for the Governor under Section 112.313(7)(a), Florida Statutes. You advise that, to avoid an appearance of a conflict, the Governor has taken steps to dispose of certain holdings¹. For his other investments, the Governor has created a blind trust, modeled on the model blind trust published by the Federal Office of Government Ethics and on current legislative proposals that would recognize such trusts under Florida law. He is in the process of transferring all of his other investments to the trustee of that blind trust, to be held in accordance with the terms of the trust. The trustee of the blind trust is itself a qualified financial adviser, and the Governor's investments will be managed by the trustee or by other third party professional investment advisers. However, since Florida has not yet enacted a "blind trust" statute, the Governor wishes to request this opinion as an additional step in his effort to satisfy all applicable ethical obligations.

You advise that most of the investments transferred to the trust consist of stock holdings in large public companies or other investment entities not known to have any business operations within Florida, so as to not create any concerns with the conflict rules of Section 112.313(7)(a). Therefore, your request for an advisory opinion deals only with those investments (current or anticipated) that may involve indirectly Florida-based or Florida-regulated entities. The request consists of two questions – the first addresses the Governor's current investments, and the second addresses possible investments that may be made in the future by investment advisors acting under the terms of the blind trust.

With respect to his current investments, you advise that the Governor has a small number of passive investments in publicly traded investment partnerships and publicly traded corporations that have one or more operating entities or subsidiaries doing business in Florida.² Similarly, the Governor is a limited partner or passive member of diversified investment funds (such as a private equity investment fund or a hedge fund) that

are managed by an independent investment manager and may be either privately held or publicly traded. These investment funds may invest at one time or another in an operating entity or subsidiary doing business in Florida, and these subsidiary operations may be subject to some degree of oversight or regulation by, or could have some business relationship with, a State administrative agency. For each of these investments, the Governor or the blind trust is a passive investor, with relatively small holdings of stock or other equity interests in the parent companies or investment funds, and neither the Governor nor the trustee of the blind trust is or would be an officer, director, or employee of the parent company, the investment fund or the Florida-related subsidiary or entity.

Currently, you advise, there are four situations in which a parent company (in which the Governor is an investor) is a national operating company with diverse operating subsidiaries, including one or more subsidiaries in Florida. In a fifth current situation, the Governor holds an interest in New York-based investment fund that, among its other investments, owns the stock of a Florida-based corporation. In each of these investments, the Governor is a passive investor, with no control over the operations or investment activities of the enterprise. You describe them as follows:

1) Energy Transfer Equity, L.P. The Governor owns 13,278 units³ of Energy Transfer Equity, L.P. ("ETE"), currently valued at approximately \$593,272. ETE is a publicly traded (NYSE) limited partnership, with approximately 193 million common units outstanding, according to the company's most recent Annual Report to Securities Holders on Form 10-K. ETE, headquartered in Dallas, Texas, is the parent company of various operating limited partnerships and subsidiaries engaged in natural gas operations. Its business consists of natural gas midstream and intrastate transportation and storage, interstate natural gas transportation through various pipeline companies, and retail propane operations through other operating subsidiaries. The consolidated companies had income of approximately \$5.9 billion during 2010, of which about 22% came from retail propane operations.

ETE owns the general partner of another publicly traded partnership in the energy sector, Energy Transfer Partners, L.P. (NYSE: "ETP"). ETP has pipeline operations in Arkansas, Arizona, Colorado, Texas, and several other states, not including Florida. It also has storage and other assets in Texas. ETP is also one of the largest propane marketers in the United States, with more than one million customers served through a nationwide distribution network of approximately 440 customer service locations in approximately 40 states. According to its website, it has about 35 service locations in the state of Florida, operating under a subsidiary, Heritage Propane Partners, L.P. To your knowledge, this is the extent of its Florida operations. This business activity is potentially subject to regulation by the Department of Agriculture & Consumer Services (Chapter 527, Florida Statutes).

2) Enterprise Products Partners, L.P. The Governor owns 3,015 units, valued at approximately \$130,468, of Enterprise Products Partners, L.P. ("EPP"), a publicly traded limited partnership (NYSE). According to its website, EPP, headquartered in Houston, is the largest publicly traded energy partnership in the country, with approximately 843 million common units outstanding, valued at approximately \$15.7 billion.

EPP's business is described in its 2010 Form 10-K as a "midstream energy company providing a wide range of services to producers and consumers of natural gas, natural gas liquids, or NGLs, crude oil, refined products and certain petrochemicals." Its principal activity is the transportation of natural gas and other products through 49,100 miles of onshore and offshore pipelines. Its services also include natural gas gathering, processing and storage; crude oil and refined

products storage, transportation, and terminaling; offshore platform services; and marine transportation services.

To your knowledge, the company's sole business operation in Florida is in providing marine transportation services. According to its most recent Form 10-K, it engages in marine transportation business using tow boats and barges through the intracoastal waterways, including Texas and Florida, and provides marine vessel fueling services for cruise liners and cargo ships and other ship-assist services in Miami, Florida. EPP operates through numerous subsidiaries, and it is believed that these Florida-related activities are conducted through subsidiary corporations. This business activity is potentially subject to regulation by the Department of Transportation (Chapter 311, Florida Statutes) and the Department of Business and Professional Regulation (Board of Pilot Commissioners, Chapter 310, Florida Statutes).

3) Inergy, L.P. The Governor has 2,198 units of Inergy, L.P., valued at approximately \$88,000. Inergy, L.P. is a publicly traded Delaware limited partnership (NYSE), headquartered in Kansas City, Mo., which operates retail and wholesale propane supply and marketing distribution businesses. It also owns natural gas storage facilities, liquefied petroleum gas storage facilities, and other petroleum related services. According to its most recent Form 10-K, it has approximately 120.9 million common and class B units outstanding, with an aggregate market value held by non-affiliates of around \$3.1 billion.

According to its Form 10-K, Inergy is believed to be the fourth largest propane retailer in the United States, marketed under various regional brand names, serving over 700,000 retail customers in 33 states from 356 customer service centers. It appears from its 10-K that these are all operated under a subsidiary enterprise, Inergy Propane LLC. According to its Form 10-K, its Florida operations consist of 19 customer service centers. You are unaware of any other Florida operations. This business activity is potentially subject to regulation by the Department of Agriculture & Consumer Services (Chapter 57, Florida Statutes).

4) Republic Services, Inc. The Governor owns 8,485 shares of Republic Services, Inc., a publicly-traded Delaware corporation (NYSE) with its headquarters in Phoenix, Arizona, which are valued at approximately \$253,941. According to its Quarterly Report Form 10-K for 2010, Republic had 384.1 million shares of common stock outstanding on February 10, 2011, valued at approximately \$11.4 billion.

According to Republic's Form 10-K, it is the second largest service provider in the domestic non-hazardous solid waste industry, operating 358 solid waste collection companies in 40 states and Puerto Rico. Its 2010 annual revenues were over \$8 billion. According to its website, it has several solid waste disposal divisions operating in Florida. Also according to its website, and its Form 10-K, Republic operates through subsidiaries, including regional corporate subsidiaries. Thus, you believe that all Florida operations would be conducted through one or more subsidiary corporations. This business activity is potentially subject to regulation by the Department of Environmental Protection (Part IV, Chapter 403, Florida Statutes).

5) Vestar Capital Partners The Governor indirectly owns, through limited partnerships, interests in private investment partnerships in New York operated by Vestar Capital Partners. Vestar Capital Partners manages a series of partnerships

that have provided over \$7 billion of equity to fund investments in more than 65 transactions. The Governor owns a 1% or less limited partnership interest in one Investment Fund, Vestar Capital Partners V, that has approximately \$43 million in equity capital. As with the other investments described above, the Governor is strictly a passive investor in the fund; all management and investment decisions are made by the fund managers. Among its other investments, in 2008 this Investment Fund acquired a controlling interest in Radiation Therapy Services, Inc. The stock of this corporation is owned by the Investment Fund. This corporation, based in Fort Myers, Florida, operates more than 90 radiation therapy centers in over 15 states, including Florida, under the name "21st Century Oncology." This business activity is potentially subject to regulation by the Department of Health (Chapter 404, Florida Statutes), and the Agency for Health Care Administration (Chapter 400, Florida Statutes).

While you advise that you are unaware of any specific Florida regulatory matters involving the above entities or any of their Florida operations, you ask us to assume for purposes of this opinion request that their Florida operations are potentially subject to some degree of regulation by Florida executive branch regulatory agencies. Thus, solely for the purposes of this opinion request, we will assume that, in addition to applicable Federal laws and regulations, there are Florida rules and regulations specifically governing solid waste disposal, propane gas distributions, marine transportation of petrochemicals, and other Florida-based activities of these five entities. In addition, we can assume that one or more of the Florida entities may contract with a State agency for the provision of goods or services.

The Code of Ethics for Public Officers and Employees provides in relevant part:

CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.— No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee . . . ; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

The first part of this prohibition prohibits a public officer from having a contractual relationship with a business entity that is either subject to the regulation of his agency or is doing business with his agency. The second portion prohibits a public officer from having a contractual relationship that will create a continuing or frequently recurring conflict of interest or that would impede the full and faithful discharge of his public duties.

We previously have found that ownership of share of stock constitutes a contractual relationship (see, e.g., CEO 99-13), so for the purposes of this opinion we will take the position that the Governor's ownership of these various interests each entails a contractual relationship that potentially could fall within the scope of this statute. We also have found that, given the language used by the Legislature in this statute, parent corporations and subsidiary corporations are separate business entities (see, e.g., CEO 86-12 and CEO 05-8), with the exception of situations involving holding companies or subsidiaries where the parent owned only the asset of the subsidiary (see CEO 94-5, CEO 99-13, and CEO 03-1). Consistent with these prior decisions, we find that in each of the five investments you have described above the Governor does not have a contractual relationship with a business entity that is subject to the regulation of or doing business with his agency, so as to be prohibited by the first part of Section 112.313(7)(a).

The prohibitions established in the second part of Section 112.313(7)(a) are grounded in the principle that one cannot serve two masters whose interests conflict. The statute does not require that the public officer fail to perform his responsibilities or act corruptly; it is entirely preventative in nature, directed at preventing situations in which private economic considerations would tend to override the faithful discharge of public responsibilities. See Zerweck v. Commission on Ethics, 409 So. 2d 57 (Fla. 4th DCA 1982), holding that the second part of Section 112.313(7)(a) "establishes an objective standard which requires an examination of the nature and extent of the public officer's duties together with a review of his private employment to determine whether the two are compatible, separate and distinct or whether they coincide to create a situation which 'tempts dishonor'".

Under the circumstances presented, we conclude that the Governor's passive investments in these large national corporations and investment funds do not create a continuing or frequently recurring conflict of interest with his public duties and do not impede the full and faithful discharge of his public duties, so as to be prohibited by the second part of Section 112.313(7)(a). In each of these situations, the business operation that exists in Florida is a small portion of the entire business activities of the (ultimate) parent organization, which is the organization in which the Governor has invested. In addition, we believe that, given the scope of the Governor's investment portfolio, none of these investments are so proportionately large as to provide a particular "temptation to dishonor." Finally, we are aware of no public duties of the Governor that would give him either direct, or recurring, authority over the Florida operations of these entities.

Accordingly, we find that no prohibited conflict of interest has been created by the Governor's investments in the corporations and investment funds described above.

QUESTION 2:

Would a prohibited conflict of interest be created were the Governor to place his investment assets in a blind trust, with the trust placing most of its investment assets into discretionary accounts that will be managed by licensed and regulated investment advisers who will have the discretion to invest, divest, and reinvest assets, even if an adviser were to invest in a Florida company in which the Governor would be prohibited from directly owning an interest?

Under the circumstances presented, this question is answered in the negative.

Your second question concerns prospective investments, rather than current investments of the Governor. You advise that the Governor is placing his investment assets ⁴in his blind trust and also has decided that the trust will place most of its investment assets into discretionary accounts that will be managed by licensed and regulated investment advisers who will have the discretion⁵ to invest, divest, and reinvest assets.

It is contemplated that substantial portions of the assets of the blind trust will be placed in fully discretionary accounts with one or more independent financial advisers, licensed and regulated under the Investment Advisers Act of 1940, 15 U.S.C. §§ 80(b) et seq. These discretionary accounts will be operated so that the Governor will have no control over or foreknowledge of any decisions regarding investments, sales or reinvestments occurring in these accounts. Given the provisions of the blind trust, you advise, the Governor will not know even after the fact what transactions have occurred in these discretionary accounts. The assets that are going into the blind trust, with the exceptions described above in the first question, are not Florida situs businesses. As these assets mature and new investments are made by the investment advisors, the question here is whether a prohibited conflict of interest would arise if an investment advisor, in the exercise of its independent discretion, decides to invest directly in a Florida company.

You advise that the financial institution serving as trustee of the blind trust either may itself manage certain of the investments of the blind trust or may place portions of the balance of the blind trust's investments with outside investment advisers. Those advisers (including the trustee when acting in such capacity) will, without the Governor's advance notice or approval, make new investments of funds under their control in public or private enterprises or assets. Some of these enterprises could be Florida-related companies, potentially subject

to regulation by, or doing business with, a Florida executive branch agency. In contrast to the first fact situation, it is possible that the Governor's blind trust could hold a direct beneficial ownership interest in a Florida-related entity. However, you advise, because of the discretionary nature of these investment accounts, at no time would the Governor have advance knowledge of or control over any such investment decisions by any investment advisor, including the trustee of the blind trust. Nor, under the terms of the blind trust, would the Governor acquire this information after the fact.

Under these circumstances, you advise, the only relationship of the Governor (through the trustee of the blind trust) will be with the various investment advisers who are managing his investments, all of whom conduct their investment advisory business on a national basis. It is your understanding that all, or nearly all, of the investments will be titled in "street name."⁶ The Governor will have no contractual relationship with any of the business entities in which such independent investment advisers will be making investments; he will never know that such investments are being made -- either before or after the fact.

We have had only one occasion to consider how the creation of a "blind trust" would affect the application of Florida's ethics laws. In CEO 91-24, we concluded that the State Comptroller's inheritance of stocks in companies which, through subsidiary corporations, were engaged in operations in the State regulated by the Department of Banking and Finance, constituted a conflicting contractual relationship pursuant to Section 112.313(7)(a), given the Comptroller's direct regulatory authority over the subsidiary banks. We also concluded that the prohibited conflict would persist even if the Comptroller were to put the stocks into a "blind trust" similar to the provision for "qualified blind trusts" allowed under federal ethics laws, as no such provision existed under Florida's ethics laws which would exempt an apparent violation of Section 112.313(7)(a).

In contrast, here the Governor does not contemplate placing investments into the blind trust that otherwise would create a prohibited conflict of interest, thereby attempting to avoid the potential for conflicts with his public duties despite knowing the existence of conflicting interests. (We note that, under the Federal regulations governing the use of blind trusts by executive branch officials, the official cannot place into the trust an asset which he or she would be prohibited from owning outright.)⁷ Rather, the question is whether the trust, through the various independent investment advisors, may acquire an interest in an asset which, if directly held by the Governor, would be prohibited under Section 112.313(7)(a). We conclude that such would not be prohibited, under the circumstances presented.

As with your first question, we find that the Governor would not have a contractual relationship with a business entity that is doing business with or subject to the regulation of his agency, when his contractual relationship does not constitute his ownership of stock in the business entity, but rather is with the trust and the trustee. Nor could we conclude that the Governor's relationship with the trust and trustee would create a continuing or frequently recurring conflict of interest, or impede the full and faithful discharge of public duties, if he is prohibited from learning what the trust's advisors have invested in and has no control over those individual investments. In this respect, we agree with your observation that an investment in a Florida-related company by an investment adviser acting in a discretionary capacity, with neither foreknowledge or control of that decision by the Governor, cannot be said to impede the faithful discharge of the Governor's public duties.

Accordingly, under the circumstances presented we find that no prohibited conflict of interest would be created were the Governor to place his investment assets in a blind trust, with the trust placing most of its investment assets into discretionary accounts that will be managed by licensed and regulated investment advisers who will have the discretion to invest, divest, and reinvest assets, even if an adviser were to invest in a Florida company in which the Governor would be prohibited from directly owning an interest.

ORDERED by the State of Florida Commission on Ethics meeting in public session on May 13, 2011 and **RENDERED** this 18th day of May, 2011.

Roy Rogers
Chairman

[1] You state that the Governor held through an investment LLC, the controlling interest in Solantic Corporation, which operates several medical urgent care centers throughout the state. In the interest in avoiding an appearance issue, the Governor has transferred ownership from his hands, with the expectation that his family's holdings in the enterprise will be sold shortly, and a contract for the sale of such entity has recently been signed. Therefore, your request does not address the situation of Solantic. Nor does your request address the Governor's holding, though a family investment LLC, a controlling interest in an Illinois manufacturer of certain industrial equipment, Drives, LLC, which has a small amount of inventory (less than \$100,000) located in Florida and has only modest annual sales here (less than \$350,000 in Florida out of over \$91,000,000 in total sales), with all Florida sales to equipment producers or distributors and no sales to State agencies.

[2] These investments are typically held by the Governor indirectly through his revocable trust or through a family partnership.

[3] Consisting of his 25% share of the ownership of a family trust and his full ownership of his revocable trust.

[4] Including the Drives LLC investment, but not including the Solantic investment, as described above in footnote 1.

[5] Within certain broad, preset investment parameters that reflect both the advisers' respective areas of particular expertise and the risk/reward parameters of the Governor as conveyed to the trustee of the blind trust, you advise.

[6] According to the U.S. Securities and Exchange Commission, "street name" means that the brokerage firm holds one's securities in its name or in that of another nominee, and not in one's own name, but the firm keeps records showing the real or "beneficial owner;" although the purchaser does not get a certificate, the firm provides an account statement showing the purchaser's holdings. <http://www.sec.gov/answers/street.htm>.

[7] See Code of Federal Regulations § 2634.403, which provides:

Qualified blind trusts.

* * *

(b) Required provisions. The instrument which establishes a blind trust must adhere substantively to model drafts circulated by the Office of Government Ethics, and must provide that:

* * *

(3) None of the assets initially placed in the trust's portfolio shall include assets the holding of which by any interested party would be prohibited by the Act, by the implementing regulations, or by any other applicable Federal law, Executive order, or regulation; . . .

CEO 05-18 -- December 7, 2005

CONFLICT OF INTEREST

DEPARTMENT OF MANAGEMENT SERVICES ENTERPRISE INFORMATION TECHNOLOGY SERVICES EMPLOYEE OWNER OF STOCK OPTIONS OF COMPANY DOING BUSINESS WITH DEPARTMENT

To: Name withheld at person's request

SUMMARY:

Under the particular circumstances of this inquiry, no prohibited conflict of interest would be created under Section 112.313(7)(a), Florida Statutes, were an employee of the Enterprise Information Technology Services office of the Department of Management Services to own stock options in a large, publicly-traded telecommunications company doing business with the Department. The relatively small amount of options received by virtue of his prior employment coupled with the size of the company negate any conflict via Section 112.316, Florida Statutes. CEO 05-8 and CEO 99-13 are referenced.^[1]

QUESTION:

Would a prohibited conflict of interest be created were a telecommunications company in which an employee of the Enterprise Information Technology Services office of the Department of Management Services holds stock options to contract with the Department?

Under the particular circumstances presented in your inquiry, this question is answered in the negative.

By your letter of inquiry, items attached to the letter, a telephone conversation between our staff, you, and the person in whose behalf you make inquiry, and a second letter from you, we are advised that ... is an employee of the Department of Management Services (DMS), holding the position of Director of Telecommunications and Wireless Services for the Department's Enterprise Information Technology Services office (EITS), formerly known as the State Technology Office (STO). In addition, we are advised that the employee worked for 26 years for a large, publicly-traded telecommunications company,^[2] thereby gaining, inter alia, expertise of great value to his current public employer and stock options in the company.^[3] Further, we are advised that the company is a potential provider of telecommunications services to the Department under a procurement process involving the employee in his public capacity.^[4] Against this background, the employee inquires as to whether his ownership of stock options in the company would create a prohibited conflict of interest for him under the Code of Ethics,^[5] given the relatively small amount of stock subject to his option vis-à-vis the size of the company, given that most of the options are "under water,"^[6] given that the options have not reached maturity, and given that the options cannot be given away or transferred.

Section 112.313(7)(a), Florida Statutes, the portion of the Code of Ethics which is applicable to the employee's situation,^[7] provides:

CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.—No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee . . . ; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

Unless ameliorated by another provision of the Code of Ethics, the first part of Section 112.313(7)(a) would prohibit the employee's holding a contractual relationship with the company (e.g., holding company stock options)^[8] were the company to do business with DMS; and the second part of the statute would prohibit his holding a contractual relationship with the company if the contractual relationship would create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or would impede the full and faithful discharge of his public duties.

However, under the material circumstances presented (a situation in which the employee owns a small amount of stock options in a large, publicly-traded corporation by virtue of his previous employment with the corporation), we find that Section 112.316, Florida Statutes, is applicable to negate the literal, harsh effect of the first part of the statute. See CEO 05-8 (county commissioner employed by wholly owned subsidiary of company providing insurance to county and owning stock in parent company), our very recent opinion applying Section 112.316 in a similar situation. Section 112.316 provides:

CONSTRUCTION.—It is not the intent of this part, nor shall it be construed, to prevent any officer or employee of a state agency or county, city, or other political subdivision of the state or any legislator or legislative employee from accepting other employment or following any pursuit which does not interfere with the full and faithful discharge by such officer, employee, legislator, or legislative employee of his or her duties to the state or the county, city, or other political subdivision of the state involved.

Also, we find that the employee's situation would not be prohibited by the second part of the statute, inasmuch as the second part does not contain a literal or mechanical element but instead depends for a violation on a conflicting reality which is not present under the facts of this inquiry.

Accordingly, under the particular facts of this inquiry, we find that a prohibited conflict of interest under Section 112.313(7)(a), Florida Statutes, would not be created for the DMS employee were the company to contract with DMS.

ORDERED by the State of Florida Commission on Ethics meeting in public session on December 2, 2005 and **RENDERED** this 7th day of December, 2005.

Thomas P. Scarritt, Jr., Chairman

[1] Prior opinions of the Commission on Ethics are viewable on its website: www.ethics.state.fl.us

[2] BellSouth Corporation.

[3] The stock options are part of a retirement plan which previously included interests in a company-related mutual fund in the approximate amount of \$123,000. However, the employee has transferred his interests in the company-related mutual fund to an index stock fund which has no direct relationship to telecommunications. Therefore, the only contractual connection remaining between the employee and the company are the stock options. Information supplied in your inquiry indicates that the employee has been granted 16,714 options (7,164 of which are exercisable) with various expiration dates occurring from 2006 to 2011.

[4] Your inquiry describes a complicated bid or bid-like process for selection of the provider who will contract to provide the telecommunications services to DMS. However, we find that the process would not comply with the requirements for exemption of ethics conflicts under the sealed, competitive bidding exemption codified at Section 112.313(12)(b), Florida Statutes, because the employee is involved in the process in his DMS capacity. Nevertheless, based on our reasoning set forth below, we find that no prohibited conflict would be created.

[5] Your inquiry also asks whether some other conflict of interest would be created. To the extent standards of conduct located outside the Code of Ethics for Public Officers and Employees (Part III, Chapter 112, Florida Statutes), if any, exist which would address the employee's situation (e.g., Florida Statutes located outside the Code), it is not within our jurisdiction to opine as to any such standards.

[6] You relate that the options being "under water" means that the employee would pay more to exercise the options than the stock is currently worth.

[7] Sections 112.3185(2), 112.3185(6), and 112.313(3), Florida Statutes, are not applicable because the DMS employee whose situation is at issue does not hold private employment with the company or otherwise hold a relationship required for a violation of any of the statutes.

[8] We find that holding stock options in a company constitutes a "contractual relationship" between the holder and the company similar to that existing by virtue of owning stock, even a very small amount, in a company (see, for example, CEO 99-13) because the options constitute a contract between the company and its option holders.

CEO 16-12—October 26, 2016

CONFLICT OF INTEREST
TEACHER EMPLOYED AS ATTORNEY

To: Thais Alvarez (Miami-Dade Public Schools)

SUMMARY:

Section 112.313(7)(a), Florida Statutes, would prohibit a public school teacher from employment—as general counsel to a non-profit organization or as a sole practitioner—that would include representation in lawsuits against the school board/district in the district where she is employed. CEO 82-7, CEO 88-8, CEO 10-15, and CEO 13-21 are referenced.¹

QUESTION:

Would a prohibited conflict of interest be created if a public school teacher were to be employed as general counsel or as a sole practitioner to represent a non-profit organization or individuals filing lawsuits against a teachers' union and the school board/district in the district where she is employed as a teacher?

Your question is answered, in part, in the affirmative.

In your inquiry and further information provided to our staff, you state that you are employed as a teacher by the District School Board of Miami-Dade County and, in that position, you teach English to speakers of other languages (ESOL) to middle school students. You further state that you are an attorney licensed in Florida and that you would like to accept private-capacity employment as general counsel for a non-profit organization (Educators Educating Educators, Inc.). You explain that this organization provides information to teachers and parents related to "the politics behind the policies" of public education. You state that, as general counsel, you would provide legal advice and representation to directors and officers of the organization in litigation concerning matters related to Florida education policies and you would expect to represent individuals, including yourself and other teachers, in lawsuits alleging unfair labor practices against a teachers' union and the District School Board. You state that the organization is not regulated by or doing business with your school or the School Board/District. Alternatively, you would like to provide legal services as a sole practitioner representing individuals, including yourself, and that such services could involve lawsuits against a teachers' union and the District School Board. You ask what, if any, Code of Ethics restrictions would apply if you were to be employed or to enter into contracts as stated above.

Your scenario implicates Section 112.313(7)(a), Florida Statutes, which states:

**CONFLICTING EMPLOYMENT OR CONTRACTUAL
RELATIONSHIP.**-No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee . . . ; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

The first part of this provision would prohibit you from having any employment or contractual relationship with a business entity or agency that is regulated by or is doing business with your agency. In CEO 10-15, we found that a teacher's agency is the school at which he or she is employed and that even a self-

employed person can be a business entity.² Therefore, your public agency, for purposes of this provision of the Code of Ethics, would be the school where you teach and your private-capacity business entity employers would be the organization employing you as general counsel and your personal law office. We find that you would have a prohibited conflict of interest under the first part of Section 112.313(7)(a) if the school where you teach were to regulate or to do business with the organization or with your personal law office. Since you state that neither your school nor the School Board/District regulates or does business with the organization or your personal law office, we find your proposed legal employment would not create a prohibited conflict under the first part of Section 112.313(7)(a), Florida Statutes.

The second part of Section 112.313(7)(a) prohibits any employment or contractual relationship that would give rise to an actual conflict of interest and establishes an objective standard which requires an examination of the nature and extent of the public employee's duties together with a review of her private employment to determine whether the two are compatible, separate, and distinct or whether they coincide to create a situation that tempts dishonor. Zerweck v. State, Commission on Ethics, 409 So. 2d 57 (Fla. 4th DCA 1982). Thus, the relevant issue would be whether your employment or contractual relationship as an attorney in the scenario you describe would create a continuing or frequently recurring conflict or would impede the full and faithful discharge of your duties as a public school teacher. We find that your employment as general counsel to the organization, if limited to providing representation of parties in litigation against a teachers' union or other private entity,³ would not create a recurring conflict or impede discharge of your teaching duties. However, if you were to represent parties in lawsuits or otherwise become involved in litigation against the School Board/District, the resulting adversarial relationship with the School Board/District, which is your ultimate employer, would potentially affect your employment status and your ability to fully discharge your duties in your teaching position. CEO 82-7 and CEO 88-8. We find that, insofar as your legal employment would involve representation of parties in lawsuits against the School Board/District, such employment would create a prohibited conflict of interest under the second part of Section 112.313(7)(a).

Thus, we find that you would have a prohibited conflict of interest under Section 112.313(7)(a), Florida Statutes, if you were to represent individual clients or to be employed as general counsel for a non-profit organization if you or the organization were to become involved in lawsuits against the School Board/District.

Your inquiry is answered accordingly.

ORDERED by the State of Florida Commission on Ethics meeting in public session on October 21, 2016, and **RENDERED** this 26th day of October, 2016.

Matthew F. Carlucci, *Chair*

[1] Opinions of the Commission on Ethics may be obtained from its website (www.ethics.state.fl.us).

[2] "Agency" is defined in Section 112.312(2), Florida Statutes, as "any state, regional, county, local, or municipal government entity of this state, whether executive, judicial, or legislative."

[3] However, we find that a prohibited conflict would be created if any of the parties (your clients) were also students in your classes (or their parents or guardians) or District employees subordinate to you. See CEO 13-21 and opinions cited therein.