

FILE 2838 — October 23, 2026

CONFLICT OF INTEREST

APPLICATION OF THE UTILITY SERVICE EXEMPTION TO A PUBLIC OFFICER WHO ALSO IS AN EMPLOYEE OF A TELECOMMUNICATIONS COMPANY

To: Name Withheld (Lee County)

SUMMARY:

The "utilities service" exemption contained in Section 112.312(12)(c), Florida Statutes, will operate to negate a facial conflict of interest created under Section 112.313(7)(a), Florida Statutes, for a Fire District Commissioner who is employed by a provider of phone and internet services to the Fire District. Referenced are CEO 83-7, CEO 86-24, CEO 02-3 and CEO 19-12.

QUESTION:

Will a Fire District Commissioner have a conflicting employment or contractual relationship if he is employed by a business entity providing internet (broadband) and voice-over-internet services to the District?

This question is answered in the negative.

In your inquiry, you indicate that you represent the Iona McGregor Fire District ("the District"), and are requesting this opinion on behalf of one of the District's Commissioners ("the Commissioner"). You relate that the District currently has two Master Service Agreements ("MSAs") with a media and telecommunications company ("the company") for standard internet

and voice-over-internet (VoIP)¹ services, which has been in place since February 2025. You indicated that there are also two additional temporary service agreements ("TSAs") for the same services for two fire stations that were severely damaged by hurricanes and associated flooding. However, you note that those TSAs will be cancelled soon because the reconstruction of the two hurricane-damaged fire stations has recently been completed. You note that the Commissioner who is the subject of this inquiry has been an employee of the company since February 2009, with the job title of Specialist 2, Construction. Against this backdrop, you ask whether the Commissioner has employment that conflicts with his public role and whether an exemption might apply.

Section 112.313(7)(a), Florida Statutes, sets the parameters by which public officers and employees may maintain outside employment or contractual relationships. Section 112.313(7)(a) 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, excluding those organizations
and their officers who, when acting in their official capacity,

¹ Chapter 364 of the Florida Statutes, which governs communications services, defines "VoIP" as any service that enables real-time, two-way voice communications that originate from or terminate to the user's location in *Internet Protocol or any successor protocol*; uses a broadband connection from the user's location; and *permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network*. See § 364.02(15), Fla. Stat. [emphasis added].

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.

The first part of the statute prohibits a public officer or employee from holding an employment or contractual relationship with a business entity that is doing business with, or is subject to the regulation of, his or her own agency. The second part of the statute prohibits a public officer or employee from having an employment or contractual relationship that will create a continuing conflict between his or her private interests and his or her public duties, or would impede the full and faithful discharge of his or her public duties.

Here, it is clear that the Commissioner maintains employment with the company. It is also clear that the company, by virtue of its sale of services to the District through the MSAs and TSAs, is "doing business with" the District.² As such, absent the applicability of an exemption, the situation you have described would create a facial conflict of interest for the Commissioner under the first part of Section 112.313(7)(a).³

² A business entity is "doing business with" an agency where the parties have entered into a lease, contract, or other type of arrangement where one party would have a cause of action against the other in the event of a breach or default. CEO 86-24.

³ Regarding the second part of the statute, outside of the fact that Comcast is doing business with the District, there are no other dynamics presented by your inquiry that would create an inherent impediment to the Commissioner's full and faithful discharge of his public duties. For instance, you have indicated that the Commissioner works in an office that is not within the District's

Section 112.312(12), Florida Statutes, contains various exemptions for what are otherwise facial conflicts of interests under Section 112.313(7)(a).⁴ Your opinion request makes a specific inquiry of the exemption contained in Section 112.313(12)(c), Florida Statutes, which, in relevant part, states:

(12) EXEMPTION.—... no person shall be held in violation of subsection (3) or subsection (7) if:

* * *

(c) The purchase or sale is for legal advertising in a newspaper, for any utilities service, or for passage on a common carrier.

Essentially, if a facial violation of Section 112.313(7)(a) is created by a particular scenario, a public officer cannot be found to have violated the statute if the purchase or sale creating the facial conflict is for legal advertising in a newspaper, for any utilities service, or for passage on a common carrier. Therefore, at issue here is whether the voice-over-internet and internet services

boundaries, and that his job description does not include any management or supervision or decision-making involving any agreement between the Company and the District.

⁴ Section 112.312(12) also exempts facial conflicts of interest under Section 112.313(3), Florida Statutes. Although Section 112.313(3) is not applicable to this inquiry, it is worth briefly discussing why. The first part of the statute prohibits a public officer from acting in his or her public capacity to purchase, rent or lease any realty, goods, or services for his or her own agency from a business entity of which the public officer (or his or her spouse or child) is an officer, partner, director, or proprietor or in which he or she owns a material interest (greater than 5%). You have indicated the Commissioner is a regular employee of the company, and does not hold any of the roles enumerated in the first part of the statute. As such, the first part of the statute is not implicated. The second part of Section 112.313(3) prohibits a public officer from acting in his or her private capacity to rent, lease, or sell any realty, goods, or services to his or own political subdivision or any agency thereof. However, based on the information you have provided in your inquiry and subsequent communications, it does not appear that the Commissioner has any private role in relation to the MSAs and TSAs between the company and the District. As such, the second part of the statute also does not appear to be implicated.

covered by the MSAs and TSAs between the District and the company are for "utility services." If the services covered by the MSAs and TSAs constitute "utilities," the Commissioner's facial conflict under the first part of Section 112.313(7)(a) will be exempted by Section 112.313(12)(c), Florida Statutes.

The Code of Ethics is a set of penal statutes. Given its penal nature, the Code must be interpreted in a way such that any doubts as to the meaning of ambiguous, undefined terms are construed most favorably toward a potential respondent (i.e., the person against whom the ethical standard would be applied). See CEO 02-3, CEO 19-12.

The terms "utility," "utilities," and/or "utilities service" are not defined in the Code of Ethics. These terms are defined in other chapters of the Florida Statutes, and those definitions vary widely depending on the context. Some definitions of utilities include voice-over-internet and internet services, while others do not, and that disparity reinforces the ambiguity of the term "utilities service" in Section 112.313(12)(c).

For example, Section 812.14, Florida Statutes, is a penal criminal statute governing trespass and larceny in relation to utility fixtures and the theft of utility services. Section 812.14(1) defines "utility" for purposes of the statute, which states:

"Utility" includes any person, firm, corporation, association, or political subdivision, whether private, municipal, county, or cooperative, which is engaged in the sale, generation, provision, or delivery of gas, electricity, heat, water, oil, sewer service, *telephone service, telegraph service, radio service, or telecommunication service.*

[emphasis added].⁵

Section 812.145, Florida Statutes, is a penal criminal statute governing the theft of copper or other nonferrous metals from a utility or communications services provider. Section 812.145(1)(e) defines "utility" for purposes of the statute, which states:

"Utility" means a public utility or electric utility as defined in s. 366.02, or a person, firm, corporation, association, or political subdivision, whether private, municipal, county, or cooperative, which is engaged in the sale, generation, provision, or delivery of gas, electricity, heat, water, oil, sewer service, or *telephone, telegraph, radio, telecommunications, or communications service*. The term includes any person, firm, corporation, association, or political subdivision, whether private, municipal, county, or cooperative, which is engaged in the sale, generation, provision, or delivery of gas or electricity services.

[emphasis added].

Further, the term "communications service," which falls under the Section 812.145(1)(e) definition of "utility," is separately defined in Section 812.145(1)(a), Florida Statutes, which states:

"Communications services" means the transmission, conveyance, or routing of *voice, data, audio, video, or any other information or signals*, including cable services, to a point, or

⁵ This statute does not define the terms "telephone service" or "telecommunication service." However, another criminal statute, Section 817.484, Florida Statutes, ("obtaining telephone calling records by fraudulent means prohibited") contains a definition for the term "telecommunications company." This definition is found in Section 817.484(1)(d), Florida Statutes, and expressly includes "VoIP service providers."

between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. *The term includes* such transmission, conveyance, or routing in which computer processing applications are used to act on the form, code, or protocol of the content for purposes of transmission, conveyance, or routing without regard to whether such service is referred to as *voice-over-Internet-protocol services* or is classified by the Federal Communications Commission as enhanced or value-added.

[emphasis added].

Section 337.401, Florida Statutes, governs the use of right-of-ways for utilities subject to regulation of the Department of Transportation and local governments. Section 337.401(1)(a) defines "utility" for purposes of the statute, which states:

The department and local governmental entities, referred to in this section and in ss. 337.402-337.404 as the "authority," that have jurisdiction and control of public roads or publicly owned rail corridors are authorized to prescribe and enforce reasonable rules or regulations with reference to ... *any electric transmission, voice, telegraph, data, or other communications services lines or wireless facilities*; pole lines; poles; railways; ditches; sewers; water, heat, or gas mains; pipelines; fences; gasoline tanks and pumps; or other

structures *referred to in this section and in ss. 337.402-337.404 as the "utility."*

[emphasis added].

Of note, in AGO 97-36, the Florida Attorney General opined that the definition of "utility" for purposes of Section 337.401 was broad enough to encompass even cable television. Also of note, the term "utility pole" is defined in a different part of Section 337.401, specifically Section 337.401(7)(b)11., Florida Statutes. This definition states:

"Utility pole" means a pole or similar structure that is used in whole or in part to provide *communications services* or for electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure 15 feet in height or less unless an authority grants a waiver for such pole.

[emphasis added].

Section 119.011, Florida Statutes, contains various definitions for the terms used throughout Chapter 119, the public records laws. As it pertains to the word "utility," Section 119.011(15) states:

"Utility" means a person or entity that provides electricity, natural gas, *telecommunications*, water, chilled water, reuse water, or wastewater.

[emphasis added].

Additionally, Rule 62-330.476(4), F.A.C., a rule of the Florida Department of Environmental Protection concerning permits for private ingress/egress and utility crossings, defines "utility services." This rule states, in part:

For the purposes of this general permit, "associated onsite residential improvements" include projects that are directly associated with a private single-family residence on the property, such as: a driveway, garage, onsite sewage treatment and disposal systems, wells, *utility services* (water, electricity, *telephone, cable,* and gas), recreation structures, sheds, barns, stables and animal pens, walkways, boardwalks, lawns, fences, pools, ponds, and gardens.

[emphasis added].

While the statutes detailed above define utilities and utilities service in criminal and regulatory contexts, those terms are applied in other contexts as well. For example, the Internal Revenue Service (IRS) defines "Housing and Utilities" expense standards as "mortgage (including interest) or rent, property taxes, insurance, maintenance, repairs, gas, electric, water, heating oil, garbage collection, cable television, *internet services, telephone and cell phone.*" Internal Revenue Manual § 5.15.1.8(7)a.8., *Allowable Expense Overview* (June 29, 2026), https://www.irs.gov/irm/part5/irm_05-015-001 (accessed Sept. 18, 2026) (emphasis added). The IRS also allows for phone services to be deducted as utility services on line 25 of the Form 1040. Internal Revenue Service, *Instructions for Schedule C (Form 1040) (2025)*, <https://www.irs.gov/instructions/i1040sc> (accessed Sept. 18, 2026).

These examples demonstrate that there are some areas of Florida law in which internet and voice-over-internet services are considered to be "utilities." Upon review, it generally seems that there are two ways that utilities are defined in the Florida Statutes: the first, outlined *supra*, appears to be broad and inclusive of the voice-over-internet and internet services covered by the MSAs and TSAs that the company has with the District. The second appears to be narrow—there are other areas of the Florida Statutes that limit the definition of the term to electric and gas services, such as Chapter 366, which governs public utilities. However, by its text, the exemption in Section 112.313(12)(c) is applicable to *any* utilities service, not just public utilities.

As mentioned above, the Commission must construe any ambiguous terms in its penal statutes in favor of a potential respondent. See CEO 02-3 and CEO 19-12. We find that the term "utilities service" in Section 112.313(12)(c) is ambiguous. We encountered the ambiguity in the term "utilities service" and resolved it in favor of a potential respondent in CEO 83-7, where we interpreted the term to include telephone services. Consistent with our approach in CEO 83-7, and given that the meaning of "utilities service" varies widely in other contexts as to the inclusion or exclusion of internet and voice-over-internet services, we resolve the ambiguity here by interpreting Section 112.313(12)(c) to include internet and voice-over-internet services as "utilities services." Therefore, we find the exemption in Section 112.313(12)(c) will operate to negate the facial conflict of interest posed to the Commissioner under the first part of Section 112.313(7)(a) through his employment with the company and the company's MSAs and TSAs for phone and internet services with the District.⁶

⁶ While Section 112.313(12)(c) will operate to negate the facial conflict of interest posed to the Commissioner under the first part of Section 112.313(7)(a), it is important to note that this exemption will not operate to negate any voting conflicts under Section 112.3143(3)(a), Florida Statutes. Section 112.3143(3)(a) prohibits public officers from voting on matters which would inure to the special private gain or loss of any principal by whom they are retained. The term

Your question is answered accordingly.

"special private gain or loss" is defined in Section 112.3143(1)(d), Florida Statutes, as an economic benefit or harm. The term "principal by whom retained" is defined in Section 112.3143(1)(a), Florida Statutes, and that definition includes one's employer. As such, the Commissioner will be prohibited from voting on matters related to any contracts between the Company and the District. If the Commissioner is presented with a vote creating a special private gain or loss for the Company (for example, votes on contracts), the Commissioner must publicly state the nature of his interest in the matter prior to the vote, abstain from voting, and, within 15 days after the vote occurs, disclose the nature of his interest on a CE Form 8B, "Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers," and file it with the person responsible for recording the minutes of the meeting.

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Guy M. Strayhorn (1889-1981)
Norwood R. Strayhorn (1911-1982)
Guy R. Strayhorn (retired)

Caleb W. Pringle

Reply to:

2125 First Street, Ste. 200
Fort Myers, FL 33901
Telephone: 239/332-4717
Facsimile: 239/332-4718

E-Mail:

August 6, 2026

Via email only zuilkowski.steven@leg.state.fl.us

Steven J. Zuilkowski, Esquire
State of Florida Commission on Ethics
Building E, Suite 200
325 John Knox Rd
Tallahassee, FL 32303-4113

Re: Iona McGregor Fire Control and Rescue Service District
Commissioner [REDACTED]
Allegation of Potential Conflict Under Chapter 112, Florida Statutes

Dear Mr. Zuilkowski:

I represent the Iona McGregor Fire Control and Rescue Service District ("District"). The District is a legislatively created independent special fire control district located in Lee County, Florida.

Commissioner [REDACTED] is a duly elected Commissioner of the District who was first elected to the District's Board of Commissioners on November 5, 2024. Commissioner [REDACTED] is also an employee of Comcast. Comcast has an agreement with the District for Comcast to provide standard phone, internet and television connections/services for the District that are not unique to the District. Commissioner [REDACTED] job description at Comcast does not include any management or supervision or decision-making involving any agreement between Comcast and the District.

Section 112.313(12)(c), Florida Statutes, describes a specific exemption to the conflict provisions of subsection 112.313(3), and subsection 112.313(7), Florida Statutes, in the situation where there is a purchase or sale by the District of "legal advertising in the newspaper, for any utility service, or for passage on a common carrier."

With this correspondence, the District respectfully requests the Florida Commission on Ethics to render an opinion on whether Comcast is within the definition of a utility service provider specifically and exclusively for the application of Section 112.313(12)(c), Florida Statutes, to Commissioner [REDACTED] circumstances as a District elected official and an employee of Comcast.

Respectfully submitted, [REDACTED]

/cq

Naomi, Amelia

From: [REDACTED]
Sent: Thursday, September 3, 2026 6:07 PM
To: Naomi, Amelia
Cc: Steverson, Kathryn; Carolyn Quinones; Richard Pringle
Subject: RE: Your Ethics Inquiry
Attachments: Comcast Agreement - Phones.pdf; Comcast Agreement Internet.pdf

Dear Attorney Naomi,

Thank you for taking my phone call the other day to discuss my ethics inquiry on behalf of Iona McGregor Fire District related to Commissioner [REDACTED] employment by Comcast. You have provided a few follow up questions to which I will respond on a question by question basis, as follows:

1. How long has the Commissioner been employed by Comcast?

Answer: Since February 9, 2009.

2. When was the agreement between Comcast and the District entered into?

Answer: The current Master Service Agreements (MSA's) for internet services and voice over internet (phone) services were entered into around February 24, 2025. The Term is three (3) years for both. There are also two additional temporary service agreements for two fire stations that were severely damaged by hurricanes and associated flooding; however, those agreements will be cancelled soon because the reconstruction of the two hurricane damaged fire stations has recently been completed.

- a. Is there a provision in it for renewal? If so, when would that be?

Answer: There is an automatic renewal for additional one year terms referenced in the phone service MSA.

3. What is the Commissioner's job title at Comcast? Do you have the job description?

Answer: Specialist 2, Construction is Commissioner [REDACTED] job title. I do not have a job description at this time but I have requested one.

4. Does the District have the ability to negotiate packages and rates with Comcast?

Answer: Yes.

5. What is the current package/services that the District receives from Comcast? And how much does it cost?

Answer: See attached summaries.

6. Does Comcast have any offices within the District?

Answer: No. There is a Xfinity retail store within the District's boundaries at 17901 Summerlin Road, Fort Myers, FL 33908; however, it is my understanding that the retail store is not owned by

Comcast. Commissioner [REDACTED] works out of the Comcast office located at 12600 Westlinks Drive, Fort Myers, FL 33913, which is not within the District's boundaries.

7. Are there any other phone/internet/television connection companies within the District?

Answer: Yes. There appears to be: 1) Xfinity/Comcast; 2) CenturyLink/Lumen; and 3) DirectTV.

8. Is cable or fiber optic available within the District? And does Comcast provide services to the District via cable or fiber optic?

Answer: Both cable and fiber optic appear to be available in the District. Comcast provides fiber optic services to the District, I am told, through Comcast's subsidiary Masergy Communications, Inc. for internet/fiber optic services and through Masergy Cloud Communications for phone services which are voice over internet.

As previously indicated, the District's request for an opinion is exclusively related to the question of whether Comcast is a "utilities service" within the exclusion provision of Section 112.313(12)(c), Florida Statutes.

Please let me know if you have any additional questions.

Best regards,

[REDACTED]
2125 First Street, Ste. 200
Fort Myers, FL 33901
Telephone: 239.332.4717
Facsimile: 239.332.4718
Email: [REDACTED]

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From: Naomi, Amelia <NAOMI.AMELIA@leg.state.fl.us>

Sent: Monday, August 10, 2026 1:47 PM

To: [REDACTED]

Cc: Steverson, Kathryn <STEVERSON.KATHRYN@leg.state.fl.us>; Carolyn Quinones <carolyn@strayhornandstrayhornlaw.com>

Subject: RE: Your Ethics Inquiry

Mr. [REDACTED]

I hope you are well. My name is Amelia Naomi and I am the Attorney who has been assigned your ethics request. Could you please complete the attached consent form and email it back at your earliest convenience?

I also have a few follow-up questions regarding your inquiry that will help me as I begin to draft the opinion:

1. How long has the Commissioner been employed by Comcast?

2. When was the agreement between Comcast and the District entered into?
 - a. Is there a provision in it for renewal? If so, when would that be?
3. What is the Commissioner's job title at Comcast? Do you have the job description?
4. Does the District have the ability to negotiate packages and rates with Comcast?
5. What is the current package/services that the District receives from Comcast? And how much does it cost?
6. Does Comcast have any offices within the District?
7. Are there any other phone/internet/television connection companies within the District?
8. Is cable or fiber optic available within the District? And does Comcast provide services to the District via cable or fiber optic?

Best,

Amelia L. Naomi

Attorney

Florida Commission on Ethics

NAOMI.AMELIA@leg.state.fl.us

Telephone: 850-488-7864 | Fax: 850-488-3077



Overview

Overview

Inactive	No
View As Of	09/08/2026
Date of Last Change	09/06/2026 05:09:02.101 PM
Job Profile Name	Specialist 2, Construction
Job Code	100366
Include Job Code in Name	No
Job Profile Summary	This job is responsible for oversight of Construction staff and resources, ensuring that construction, maintenance, and repairs meet set standards. It involves managing aspects of construction activities, resource planning, and guiding teams on projects. The focus is on delivering quality while efficiently allocating materials, labor, and resources.

Job Description

Responsibilities:

- Supervising the installation of cables and poles for overhead-underground construction while operating vehicles and trailers safely
- Monitoring project records for start dates, milestones, material costs, and labor expenditures
- Enforcing work site safety standards and conducting regular safety compliance visits and meetings
- Ensuring resources such as vehicles, equipment, and inventory are in proper working order
- Supporting project coordination, developing cost estimates, monitoring job costs, evaluating change orders, and controlling the budget for work in progress
- Generating logs and reports on construction, projects, materials, and expenditures
- Addressing customer requests and complaints with timely follow-up and resolution
- Monitoring construction crew performance against goals and objectives and providing technical guidance
- Conducting field surveys and post-construction reviews to ensure project accuracy and progress
- Coordinating all construction project phases, including meetings, surveys, permits, and plant activation, while ensuring budget adherence
- Managing subcontractors, interfacing with officials and industry representatives, and offering technical support to internal departments.
- Regular, consistent and punctual attendance. Must be able to work nights and weekends, variable schedule(s) and overtime as necessary.
- Other duties and responsibilities as assigned.

Employees at all levels are expected to:

- Understand our Operating Principles; make them the guidelines for how you do your job.
- Own the customer experience think and act in ways that put our customers first, give them seamless digital options at every touchpoint, and make them promoters of our products and services.



- Know your stuff be enthusiastic learners, users and advocates of our game-changing technology, products and services, especially our digital tools and experiences.
- Win as a team make big things happen by working together and being open to new ideas.
- Be an active part of the Net Promoter System a way of working that brings more employee and customer feedback into the company by joining huddles, making call backs and helping us elevate opportunities to do better for our customers.
- Drive results and growth.
- Support a culture of inclusion in how you work and lead.
- Do what's right for each other, our customers, investors and our communities.

Disclaimer: This information has been designed to indicate the general nature and level of work performed by employees in this role. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications.

Additional Job Description

Job Title Default	
Restrict to Country	United States of America
Restrict to Organization	
Management Level	Professional
Job Level	Professional 2
Job Family	Construction
Job Classifications	02 - Professionals (EEO Code-United States of America) 2 - Non-Customer Facing (Customer Facing/Non-Customer Facing) 2 - Non-Front Line (Front Line/Non-Front Line) Background Group 6 - (Background Group) Construction & Field Ops - (Job Group 1) Construction & Field Ops >> Construction - (Job Group 2) Construction & Field Ops >> Construction >> Specialist - (Job Group 3) Fleet Driver - (Driver) NO - (Commission Eligible Y/N) Non-STEM - Non-STEM (STEM) Not Eligible - (Sales Commission Type) Universal Driver - (Driver)
Work Shift Required	No
Public Job	Yes
Referral Payment Plan	Employee Referral Plan

Pay

Job Exempt



Job Exempt

Country / Country Region	Job Exempt
United States of America	No