



ETHICS COMMISSIONERS

Kerry E. Rosenthal, CHAIRPERSON
Dawn E. Addy, VICE CHAIRPERSON
Magda Abdo-Gomez
Judge Seymour Gelber
Erica Wright

ROBERT A. MEYERS
EXECUTIVE DIRECTOR

MICHAEL P. MURAWSKI
ADVOCATE

ARDYTH WALKER
STAFF GENERAL COUNSEL

October 13, 2009

Andy (Andres) Rogers
GSA Materials Management Division
111 NW 1st St., Suite 1820
Miami, FL 33128

Via First Class Mail and email at ra4277@miamidade.gov

Re: INQ 09-163 Contracting with the County Public Housing Agency

Dear Mr. Rogers:

The Ethics Commission staff considered your request for an opinion regarding your ability to contract with the Miami-Dade County Public Housing Agency through any one of several County-administered programs intended to help qualified citizens purchase homes. Based on the facts stated in your email of October 18, 2009, the following is our judgment on this matter.

Because neither you nor any of your immediate family is employed by the Miami-Dade County Public Housing Agency, **you do not violate Subsections 2-11.1 (c) and (d) of the Conflict of Interest and Code of Ethics Ordinance to contract with the Housing Agency.**

In your application you advised the Ethics Commission that you work for the Miami-Dade County General Services Administration (GSA) Materials Management Division as a Variable Data Print Specialist. You would like to contract with the Miami-Dade County Public Housing Agency through any one of several County-administered programs intended to help qualified citizens purchase homes.

Subsection 2-11.1 (c)(2) of the Conflict of Interest and Code of Ethics Ordinance states—

Notwithstanding any provision to the contrary herein, Subsection (c) and (d) shall not be construed to prevent any employee...from entering into any contract, individually or

through a firm, corporation, partnership or business entity in which the employee or any member of his or her immediate family has a controlling financial interest, with Miami-Dade County or any person or agency acting for Miami-Dade County as long as entering into the contract would not interfere with the full and faithful discharge by the employee of his or her duties to the County,

- 1) the employee has not participated in determining the subject contract awards or awarding the contract, and
- 2) the employee's job responsibilities and job description will not require him or her to be involved with the contract in any way, including but not limited to its enforcement, oversight, administration, amendment, extension, termination or forbearance.

Since your job responsibilities with GSA would not require your involvement in any aspect of the contract, as described above, you may contract with the County Public Housing Agency through any one of several County-administered programs intended to help qualified citizens purchase homes.

This opinion is limited to the facts as you presented them to the Commission on Ethics regarding conflicts under Subsections (c) and (d) of the Miami-Dade Conflict of Interest and Code of Ethics Ordinance only. Other conflicts, based on directives from your Department or under state law, may apply. If you have additional questions regarding possible conflicts based on your Department directives, contact your Department supervisor or the County Manager's Office. Questions regarding the state ethics laws should be addressed to the State of Florida Commission on Ethics.

Feel free to contact me at (305) 350-0601 if I can be of further assistance.

Sincerely,


VICTORIA FRIGO
Staff Attorney