

July 8, 2008

Maria T. Ason, Contract Compliance Analyst
City of Miami Department of Community Development
444 SW 2nd Ave., 2nd Floor
Miami, FL 33130

Via First Class Mail and Fax at 305.400.5175

Re: INQ 08-117 Harris

Dear Ms. Ason:

In correspondence to our office on June 30, 2008, you asked about possible ethics conflicts that would prevent Ultrina Harris, an employee of the City Department of Parks and Recreation, from purchasing a residence under the federal HOME-assisted program, which is administered by the City Department of Community Development.

In brief, no conflicts exist under the Miami-Dade County Conflict of Interest & Code of Ethics Ordinance at Section 2-11.1 to prevent Ultrina Harris from purchasing a residence through the HOME-assisted program.

The facts as we understand them are as follows:

1. Ultrina Harris is employed as a Recreational Aide III by the Miami Department of Parks and Recreation. She has not worked for any other Departments and has not held any other positions in the City.
2. Ms. Harris' s typical duties as a Recreational Aide III include caring for and supervising children between the ages of 5 to 18; teaching exercise classes to adults, including the elderly; serving as scorekeeper, referee, timekeeper, or umpire in a variety of sports activities; picking up donated snacks from local vendors; preparing fields for different sports activities; teaching a Computer Course 101; and promoting park programs in the local community.
3. As a City employee, Ms. Harris has not exercised in the past, nor does she currently exercise, any functions or responsibilities whatsoever with respect to City activities associated with HOME-assisted funds or programs.
4. Ms. Harris has met certain financial requirements qualifying her to purchase a HOME-assisted unit.

Although Section 2-11.1 (c) of the County Code of Ethics Ordinance generally prohibits local government employees from transacting business with their respective governments, certain exceptions are allowed under Subsection 2-11.1 (c)(2):

[City] employees' limited exclusion from prohibition on contracting with the [City]. Notwithstanding any provision to the contrary herein, Subsections (c) and (d) shall not be construed to prevent any employee ... or his or her immediate family ... from entering into any contract ... with [the City] or any person or agency acting for [the City], **as long as** 1) **entering into the contract would not interfere with the full and faithful discharge by the employee of his or her duties to the [City]**, 2) **the employee has not participated in determining the subject contract requirements or awarding the contract**, and 3) **the employee's job responsibilities and job description will not require him or her to be involved in the contract in any way including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination or forbearance**. However, this **limited exclusion shall not be construed to authorize an employee** or his or her immediate family member **to enter into a contract with [the City]** or any person or agency acting for [the City] **if the employee works in the [City] department which will enforce, oversee or administer the subject contract**. (Emphasis added.)

It is the opinion of the Ethics Commission that Ultrina Harris may contract to buy a HOME-assisted residence through a program administered by the City of Miami Department of Community Development because entering into the contract does not interfere with the full and faithful discharge of her duties to the City. Based on her responsibilities as a Recreational Aide III, we understand that she has not participate in determining the contract requirements or in awarding the contract. Additionally, her job responsibilities and job descriptions will not require her to be involved in the contract in any way including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination, or forbearance. Finally, she does not work in the City department that will enforce, oversee, or administer the contract.

If you have further questions, please do not hesitate to contact me at 305.350.0601.

Sincerely,

VICTORIA FRIGO
Staff Attorney