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July 23, 2009

Stephon E. McGill
7035 NE 4th Court
Miami, FL 33138

Via First Class Mail and email at atradiusgroup@yahoo.com

Re: INQ 09-118 McGill

Dear Officer McGill:

In correspondence to our office on July 9, 2009, you asked about possible ethics conflicts that would prevent you from participating in a Community Development Block Grant (CDBG) Disaster Relief Program, which is administered by the City of Miami Department of Community Development.

In brief, no conflicts exist under local ethics laws to prevent you from participating in the CDBG Disaster Relief Program, based on your employment status with the City of Miami Police Department. The relevant local ethics laws are the Miami-Dade County Conflict of Interest & Code of Ethics Ordinance at Section 2-11.1(c)(2) and the City of Miami Code at Section 2-612(a).

The facts as we understand them are as follows:

1. You are employed as a police officer by the Miami Police Department assigned to patrol the Overtown Net service area.
2. The City of Miami is administering the CDBG Disaster Relief Program, which aims to rehabilitate multifamily, low or moderate income rental properties that were damaged by Hurricanes Katrina or Wilma in 2005.
3. In order to satisfy federal regulations under 24 CFR 570.611(c), you must provide an ethics opinion stating that you have no conflicts of interest in participating in this program based on your employment status with the City.
4. Maria T. Ason, Contract Analyst for the program, has confirmed that you, as a City police officer, play no role and have no responsibilities whatsoever with respect to City activities associated with

administering or awarding contracts under the CDBG Disaster Relief Program.

Although Section 2-11.1(c)(1) of the County 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.)

Additionally, the City of Miami Code at Section 2-612(a) allows an employee to participate in federal economic development programs administered by the City "provided that the employee meets all criteria of the program and provided that the city manager approves the participation of the employee and that the employee is identified as being an employee of the city in applicable documents."

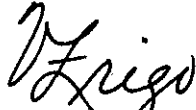
It is the opinion of the Ethics Commission staff that your employment status with the City does not prevent you from participating in the CDBG Disaster Relief Program under County law because entering into the contract with the City would not interfere with the full and faithful discharge of your duties to the City. Based on your responsibilities as a police officer, we understand that you will not participate in determining the contract requirements or in awarding the contract. Additionally, your job responsibilities and job descriptions will not require you to be involved in the contract in any way including, but not limited to, its

enforcement, oversight, administration, amendment, extension, termination, or forbearance. Finally, you do not work in the City department that will enforce, oversee, or administer the contract.

Similarly, City law allows you to participate in the program provided that you meet all criteria of the program and that the city manager approves your participation.

If you have further questions, please do not hesitate to contact me at 305 350-0601.

Sincerely,



VICTORIA FRIGO
Staff Attorney

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

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