



Via First Class Mail
and
email at l1ibhaber@hotmail.com

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ARDYTH WALKER
STAFF GENERAL COUNSEL

June 2, 2010

Felix Libhaber
745 North Shore Dr.
Miami Beach, FL 33141

Re: INQ 10-98
Shelter Plus Care Program Landlord

Dear Mr. Libhaber:

The Ethics Commission staff considered your request for an opinion regarding your ability to contract with Miami-Dade County to provide Shelter Plus Care housing administered by the County Public Housing Agency for clients of the Douglas Gardens Community Mental Health Center of Miami Beach. Your son, Bruce Libhaber, is employed by Miami-Dade County as an Assistant County Attorney.

Based on the facts stated in your application of May 27, 2010, 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, **a contract between you and the Public Housing Agency would not violate Subsections 2-11.1 (c) and (d) of the Conflict of Interest and Code of Ethics Ordinance.**

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

- 1) entering into the contract would not interfere with the full and faithful discharge by the employee of his or her duties to the County,
- 2) the employee has not participated in determining the subject contract awards or awarding the contract, and

- 3) 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 son's job responsibilities at the County Attorney's Office would not require his involvement in any aspect of your contract, you may enter into a contract with the Miami-Dade County Public Housing Agency.

This opinion is limited to the facts you presented 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 son's Department or under state law, may apply. 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

copies: Carolina Suarez, Case Manager
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County Attorney's Office
bruce2@miamidade.gov