



MEMORANDUM

Agenda Item No. 5(M)

TO: Honorable Chairman Oliver G. Gilbert, III and
Members, Board of County Commissioners

DATE: November 7, 2023

FROM: Honorable Juan Fernandez-Barquin
Clerk of the Court and Comptroller

SUBJECT: Appeal by Ralanda Arnold of the
Commission on Ethics and Public
Trust's Formal Ethics Opinion
RQO 2023-01 regarding Section
2-11.1(c), prohibiting certain business
transactions with the County

Basia Pruna, Director
Clerk of the Board Division

Pursuant to Section 2-11.1(c)(4) of the Miami-Dade County Code, the attached appeal of an opinion issued by the Miami-Dade Commission on Ethics and Public Trust (COE) is being presented for the Board's consideration. As provided in that section, the Board may grant a waiver upon an affirmative vote of two-thirds of the entire Board, after public hearing, if it finds that the pertinent requirements of the ethics ordinance have been met and that the proposed transaction will be in the best interest of the County.

Included for your information are the COE's memorandum filed by Executive Director Jose J. Arrojo, Ms. Ralanda Arnold's appeal request, the COE's Formal Ethics Opinion RQO 2023-01, and other relevant attachments.

Attachments
BP/kkb

MDC001



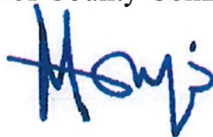
MIAMI-DADE COMMISSION ON ETHICS AND PUBLIC TRUST

Overtown Transit Village North
701 Northwest 1st Court · 8th Floor · Miami, Florida 33136
Phone: (305) 579-2594 · Facsimile: (305) 579-0273
Website: ethics.miamidade.gov

RECEIVED BY CLERK
Clerk of the Court & Comptroller
Miami-Dade County, Florida
FILED FOR RECORD
4:47 pm, 10/25/2023
CLERK OF THE BOARD

MEMORANDUM

TO: Honorable Chairman Oliver Gilbert, III
and Members, Board of County Commissioners

FROM: Jose J. Arrojo
Executive Director 

SUBJECT: Appeal by Ralanda Arnold of the Commission on Ethics and Public
Trust's Formal Ethics Opinion RQO 2023-01

DATE: October 25, 2023

CC: Ralanda Arnold, Eligibility Interviewer
Community Action and Human Services Department

Recommendation

It is recommended that the Board of County Commissioners (Board) deny the appeal and uphold the Commission on Ethics' finding of a conflict-of-interest prohibiting the employee from contracting with the County through the Care to Share Program for the receipt of emergency energy assistance, meaning the payment of Florida Power and Light utility bills.

Pursuant to Section 2-11.1(c)(4), Miami-Dade Code, if the Commission on Ethics opines that entering into a contract with the County would create a conflict-of-interest or that exceptions to the general bar on contracting with the County do not otherwise apply, then the employee may appeal that determination and request a waiver from the Board.

Fiscal Impact/Funding Source

The Care to Share Program, administered by the Community Action and Human Services Department, is funded from donations made by Florida Power and Light employees, shareholders, and customers, and provides up to \$500 in utility payment assistance for up to twelve (12) months to utility customers that are experiencing crisis situations and in danger of having services disconnected.

Commission on Ethics Decision

At a public hearing on September 15, 2023, the Commission on Ethics considered the employee's request for an advisory ethics opinion regarding her ability to contract or otherwise do business with the County through her employing department, the Community Action and Human Services Department, in order to participate in the Care to Share Program.

Because the County Ethics Code generally prohibits County employees from doing business with the County, and the exception to the general prohibition does not authorize an employee to enter into a contract with County if the employee works in the County department that will enforce, oversee, or administer the subject contract, the Commission on Ethics opined that a conflict of interest prohibited the employee from contracting with the County.

Background

The Care to Share Program was created by the Florida Power and Light Company (FPL) in 1994. The funds for the Care to Share Program come from donations made by FPL employees, shareholders, and customers. The Care to Share Program provides financial assistance for up to twelve (12) months and up to \$500.00 to customers of FPL who are experiencing crisis situations. Eligible households must be low income, in imminent danger of having their services disconnected, and unable to make a payment due to hardship or lack of funds.

The Community Action and Human Services Department (CAHSD) has contracted with FPL to locally administer the Care to Share Program to provide emergency energy assistance, meaning the payment of FPL bills, to eligible residents of Miami-Dade County. Per the Program Agreement, CAHSD is responsible for determining both an applicant's eligibility for assistance and the amount of funding an applicant will receive.

Ms. Ralanda Arnold is a County employee working for CAHSD as an Eligibility Interviewer. The County job description for an Eligibility Interviewer provides that the position involves advanced clerical and public interviewing work in determining whether an applicant is eligible for financial, medical, or welfare assistance in a County social service program. Eligibility Interviewers are tasked with interviewing applicants to obtain the information necessary to establish eligibility under statute, ordinance, or regulation.

Ms. Arnold is employed in CAHSD's Family and Community Services Division. That Division is charged with conducting eligibility interviews and processing applications for low-income home energy programs. The Care to Share Program is administered by the Family and Community Services Division of CAHSD, the same division in which Ms. Arnold works as an Eligibility Interviewer.

The County Ethics Code generally prohibits County employees from doing business with the County. Section 2-11.1(c)(1), Miami-Dade Code, provides:

No person included in the terms defined in subsection (b)(1) through (6) and in subsection (b)(9) shall enter into any contract or transact any business, except as provided in subsections (c)(2) through (c)(6) in which he or she or a member of his or her immediate family has a financial interest, direct or indirect, with Miami-Dade County or any person

or agency acting for Miami-Dade County, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable.

The County Ethics Code has a limited exemption from this broad prohibition against contracting or otherwise doing business with the County. Specifically, Section 2-11.1(c)(2), Miami-Dade Code, provides:

Notwithstanding any provision to the contrary herein, subsections (c) and (d) shall not be construed to prevent any employee as defined by subsection (b)(6) [excluding departmental personnel as defined by subsection (b)(5)] or his or her immediate family as defined by subsection (b)(9) 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 requirements 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. *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 Miami-Dade County or any person or agency acting for Miami-Dade County, if the employee works in the county department which will enforce, oversee or administer the subject contract.* (emphasis added).

Finally, there are additional exceptions to the prohibition against contracting with one's own employing County department. Specifically, Section 2-11.1(c)(5), Miami-Dade Code, provides:

Nothing herein shall prohibit or make illegal (1) the payment of taxes, special assessments or fees for services provided by County government; (2) the purchase of bonds, anticipation notes or other securities that may be issued by the County through underwriters or directly from time to time; (3) the participation of the persons included in the terms defined in subsection (b)(1) through (6), except for employees of the general services administration and their "immediate family" as defined in (b)(9), in the public auction process utilized by the County for the disposal of surplus motor vehicles; (4) the purchase of surplus personal property, pursuant to administrative order, by persons defined in subsection (b)(1) through (6) and (9); (5) an application for direct assistance from the Miami-Dade County Department of Housing and Urban Development or an application to participate in a program administered by the Department of Special Housing has been submitted by an applicant who is a County person as defined in subsection (b) and who would but for this section be eligible for such assistance from said department; provided, however, that the exception provided in this paragraph shall not extend to an employee of the Miami-Dade County Department of Housing and Urban Development or the Department of Special Housing who participates in the administration of said programs; or (6) an application to participate in a single-family mortgage loan program sponsored by the Housing Finance Authority of Miami-Dade County, has been submitted by a County person as defined in

subsection (b), and would but for this section be eligible for participation in said program; provided, however, that the exception provided in this paragraph shall not extend to an employee of the Miami-Dade County Finance Department who participates in the administration of said single-family mortgage loan program.

Attached to memorandum as exhibits are the appeal packet materials and supporting documentation from the Commission on Ethics, including the formal ethics opinion RQO 2023-01, memorandum in support of the formal ethics opinion, Care to Share Program documents, informal staff ethics opinion H-INQ 2023-103, and other relevant materials.

Appeal Packet
Table of Contents

1. EXHIBIT A - Cover Correspondence to Clerk of the Board
2. EXHIBIT B - Employee Appeal Email
3. EXHIBIT C - Formal Ethics Opinion RQO 2023-01
4. EXHIBIT D - Memorandum in Support of Formal Ethics Opinion RQO 2023-01
5. EXHIBIT E - FPL Care to Share Program Agreement
6. EXHIBIT F - Miscellaneous FPL Program Documents

EXHIBIT A
Cover Correspondence to Clerk of the Board

MIAMI-DADE COMMISSION ON ETHICS AND PUBLIC TRUST

COMMISSIONERS

Dr. Judith Bernier, CHAIR
Wifredo "Willy" Gort, VICE CHAIR
Nelson C. Bellido Esq.
Dava J. Tunis, Esq.
Lourdes B. Fernandez, Esq.



EXECUTIVE STAFF

Jose J. Arrojo
EXECUTIVE DIRECTOR
Radia Turay
ADVOCATE
Loressa Felix
GENERAL COUNSEL

October 18, 2023

Via Hand Delivery

Ms. Basia Pruna
Director, Clerk of Board Division
Clerk of the Court and Comptroller
111 Northwest 1st Street, 17th floor
Miami Florida 33128

Re: Appeal of Ralanda Arnold

Dear Ms. Pruna:

On behalf of the Miami-Dade Commission on Ethics and Public Trust and pursuant to Section 2-11.1(c)(4), Miami-Dade Code, you will please find an appeal to the Board of County Commissioners filed by Ralanda Arnold.

As background, the County Ethics Code generally prohibits County employees from entering into any contract or transacting any business with the County. There is an exception to the prohibition that permits employees in non-managerial positions to contract with the County, as long as entering into the contract would not create a conflict-of-interest. Employees seeking to avail themselves of this exception, must first request an opinion from the Ethics Commission.

If the Ethics Commission opines that entering into the contract would create a conflict-of-interest or that the exception does not otherwise apply, then the employee may appeal that determination and request a waiver from the Board of County Commissioners.

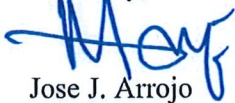
Section 2-11.1(c)(4) then provides in relevant part as follows:

The Ethics Commission shall forward the notice of appeal and its opinion and any pertinent documents to the Clerk of the Board of County Commissioners (the "Clerk") forthwith. The Clerk shall place the request on the commission agenda for consideration by the Board. The Board of County Commissioners may grant a waiver upon an affirmative vote of two-thirds (2/3) of the entire Board of County Commissioners, after public hearing, if it finds that the requirements of this ordinance pertaining to the exclusion for a County employee from the

Code have been met and that the proposed transaction will be in the best interest of the County. The Board of County Commissioners may, as provided in subsection (c)(6), grant a waiver to any person defined in subsection (b)(2) through (b)(4) regarding a proposed transaction. Such findings shall be included in the minutes of the board. This subsection shall be applicable only to proposed transactions, and the Board may in no case ratify a transaction entered into in violation of this subsection.

Please do not hesitate to contact me should you have any questions regarding this matter. Also, kindly notice me of the date and time that this matter will be presented to the Board of County Commissioners so that I may attend.

Sincerely,



Jose J. Arrojo
Executive Director

cc: Honorable Juan Fernandez-Barquin
Clerk of the Circuit Court and Comptroller for Miami-Dade County (COC)

Luis Montaldo, Esq.
General Counsel (COC)

Ralanda Arnold
Eligibility Interviewer (CAHSD)

EXHIBIT B
Employee Appeal Email

From: Arnold, Ralanda (CAHSD) <Ralanda.Arnold@miamidade.gov>

Sent: Friday, October 13, 2023 8:08 PM

To: Bunker, Nolen A. (COE) <Nolen.Bunker@miamidade.gov>

Subject: Re: RQO 2023-01 - Ralanda Arnold - Ethics Opinion

Good night

Please let this serve as confirmation that I would like to pursue an appeal.

Thank you kindly

Get [Outlook for iOS](#)

EXHIBIT C
Formal Ethics Opinion RQO 2023-01

MIAMI-DADE COMMISSION ON ETHICS AND PUBLIC TRUST

COMMISSIONERS

Dr. Judith Bernier, CHAIR
Wifredo "Willy" Gort, VICE CHAIR
Nelson C. Bellido Esq.
Dava J. Tunis, Esq.



EXECUTIVE STAFF

Jose J. Arrojo
EXECUTIVE DIRECTOR

Radia Turay
ADVOCATE

Loressa M. Felix
GENERAL COUNSEL

September 15, 2023

Ralanda Arnold
Miami-Dade Community Action and Human Services Department
Overtown Transit Village North
701 Northwest 1st Court, 8th Floor
Miami, FL 33136
Ralanda.Arnold@miamidade.gov

Re: RQO 2023-01 issued to Ralanda Arnold (*See Prohibition on transacting business within the County*, Section 2-11.1(c), Miami-Dade County Conflict of Interest and Code of Ethics Ordinance)

Dear Ms. Arnold:

At a public hearing on September 15, 2023, the Miami-Dade Commission on Ethics and Public Trust (hereinafter, "Ethics Commission") considered your request for an advisory ethics opinion and opined that you may not contract or otherwise do business with your employing County department, the Miami-Dade Community Action and Human Services Department (hereinafter, "CAHSD"), to participate in the Florida Power and Light Care to Share Program (hereinafter, "Care to Share Program"). This is because Sections 2-11.1(c)(1) and (2) of the Miami-Dade Conflict of Interest and Code of Ethics Ordinance (hereinafter, "County Ethics Code") prohibit County employees from contracting with or otherwise doing business with their employing County departments where the employing County department enforces, oversees, or administers the contract or agreement.

You are employed by CAHSD as an Eligibility Interviewer and your job responsibilities include interviewing applicants for, and making qualification recommendations concerning, the Low-Income Home Energy Assistance Program. You are seeking to participate in the Care to Share Program, which was created by the Florida Power and Light Company (hereinafter, "FPL") in 1994.¹ The Care to Share Program provides financial assistance – for up to twelve (12) months and up to \$500.00 – to customers of FPL who are experiencing crisis situations.² CAHSD has contracted with FPL to locally administer the Care to Share Program to provide emergency energy assistance, meaning the payment of FPL bills, to eligible residents of Miami-Dade County.

¹ *Care to Share*, <https://www.fpl.com/help/donate.html> (last visited Sept. 5, 2023).

² *Care to Share Program*, LIGHT BILL ASSISTANCE, https://www.miamidade.gov/global/service.page?Mduid_service=ser1504204216164378 (last visited Sept. 5, 2023).

The County Ethics Code generally prohibits County employees from doing business with the County. Section 2-11.1(c)(1) of the County Ethics Code provides:

No person included in the terms defined in subsection (b)(1) through (6)³ and in subsection (b)(9) shall enter into any contract or transact any business, except as provided in subsections (c)(2) through (c)(6) in which he or she or a member of his or her immediate family has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable.

However, the County Ethics Code has a limited exemption from this broad prohibition against contracting or otherwise doing business with the County. Specifically, Section 2-11.1(c)(2) of the County Ethics Code provides:

Notwithstanding any provision to the contrary herein, subsections (c) and (d) shall not be construed to prevent any employee as defined by subsection (b)(6) [excluding departmental personnel as defined by subsection (b)(5)] or his or her immediate family as defined by subsection (b)(9) 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 requirements 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. *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 Miami-Dade County or any person or agency acting for Miami-Dade County, if the employee works in the county department which will enforce, oversee or administer the subject contract.*

(emphasis added).

Consequently, a County employee is prohibited from doing business with the County by contracting or otherwise agreeing to do business with his employing department or agency regardless of whether or not his or her job duties involve administering the contract or agreement, unless an additional exception is otherwise provided for in the County Ethics Code. *See* County Ethics Code § 2-11.1(c)(2); RQO 05-17 (an employee of the then-extant Miami-Dade Housing

³ Section 2-11.1(b)(6) of the County Ethics Code defines the term "employees" and provides that the term refers to all personnel, except for those otherwise already defined in the County Ethics Code, who are employed by the County.

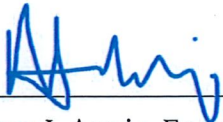
Agency could not contract with her employing department to participate in a mortgage program designed to support the development of affordable housing).

The County Ethics Code provides for specific additional exceptions to the prohibition against contracting or otherwise doing business with one's own employing County department, but these exceptions are limited to six specific situations: 1) paying taxes, paying special assessments, or paying for County-provided services; 2) purchasing County-issued bonds or other securities; 3) participating in public auctions of surplus County vehicles; 4) purchasing surplus County property; 5) applying to receive direct financial assistance or to participate in a program administered by PHCD; and 6) applying to participate in the single-family mortgage loan program sponsored by the Miami-Dade County Housing Finance Authority. *See* County Ethics Code § 2-11.1(c)(5). None of these exceptions address financial or welfare assistance social service programs administered by CAHSD.

Accordingly, in light of the facts presented, the applicable provisions of the County Ethics Code, and relevant precedent of this Commission, you cannot contract or otherwise do business with CAHSD, your employing County department, to participate in the Care to Share Program without giving rise to a prohibited conflict of interest pursuant to Section 2-11.1(c) because CAHSD administers and oversees the Care to Share Program. *See* County Ethics Code § 2-11.1(c)(2); RQO 05-17. Furthermore, none of the exceptions to the specific prohibition against doing business with one's employing County department apply to financial and welfare assistance social service programs administered or overseen by CAHSD. *See* County Ethics Code § 2-11.1(c)(5).

Thank you for contacting the Miami-Dade Commission on Ethics and Public Trust and for requesting guidance on this issue. If you have any questions regarding this opinion, please contact the undersigned Staff Attorney, Nolen Andrew Bunker, at 305.579.2594.

Sincerely,



Jose J. Arrojo, Executive Director



Nolen Andrew Bunker, Staff Attorney

cc: All Commission on Ethics Legal Staff
Letah Parrish, Family and Community Services Division Director, Miami-Dade
Community Action and Human Services Department

EXHIBIT D
Memorandum in Support of Formal Ethics Opinion RQO 2023-01



MIAMI-DADE COMMISSION ON ETHICS AND PUBLIC TRUST

Overtown Transit Village North
701 Northwest 1st Court · 8th Floor · Miami, Florida 33136
Phone: (305) 579-2594 · Facsimile: (305) 579-0273
Website: ethics.miamidade.gov

MEMORANDUM IN SUPPORT OF FORMAL ETHICS OPINION

TO: Miami-Dade County Commission on Ethics and Public Trust

FROM: Nolen Andrew Bunker, Staff Attorney

SUBJECT: RQO 2023-01: Ralanda Arnold, Eligibility Interviewer, Miami-Dade County Community Action and Human Services Department
(See Sections 2-11.1(c)(1), (2), and (5), Miami-Dade County Conflict of Interest and Code of Ethics Ordinance).

DATE: September 5, 2023

I. ISSUE

Whether Sections 2-11.1(c)(1), (2) and (5) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance (hereinafter “County Ethics Code”) prevents an employee of the Miami-Dade County Community Action and Human Services Department (hereinafter “CAHSD”) from contracting with CAHSD to participate in and receive financial assistance as a beneficiary from the Florida Power and Light Care to Share Program (hereinafter “Care to Share Program”).

II. BRIEF ANSWER

Yes. The County Ethics Code, sections 2-11.1(c)(1) and (2), prohibit County employees from contracting or doing business with their employing department. Furthermore, while the County Ethics Code, section 2-11.1(c)(5), permits some County employees to contract with their employing departments in limited circumstances, none of these exceptions apply to CAHSD employees seeking to participate in CAHSD-administered financial or welfare assistance social services programs. Therefore, Ms. Ralanda Arnold, a CAHSD employee, may not participate in the Care to Share Program.

III. BACKGROUND

Ms. Ralanda Arnold is a County employee working for CAHSD as an Eligibility Interviewer. The County job description for an Eligibility Interviewer provides that the position involves advanced clerical and public interviewing work in determining whether an applicant is eligible for financial, medical, or welfare assistance in a County social service program. Eligibility Interviewers are tasked with interviewing applicants to obtain the information necessary to establish eligibility under statute, ordinance, or regulation.

Eligibility Interviewers subsequently complete the informational forms required for the particular financial, medical, or welfare assistance social service program and make a recommendation regarding action to be taken. Ms. Arnold specifically works in the Family and Community Services Division of CAHSD, conducting interviews of applicants and processing applications for the Low-Income Home Energy Assistance Program (hereinafter, "LIHEAP"), which is a federally funded program administered by CAHSD that financially assists low-income households in paying for cooling or heating.¹ Ms. Arnold advised that her job duties do not involve the Care to Share Program, nor does she have any immediate family members who administer the Care to Share Program.

Ms. Arnold seeks to contract or otherwise do business with CAHSD to participate in the Care to Share Program. The Care to Share Program was created by the Florida Power and Light Company (hereinafter, "FPL") in 1994.² The funds for the Care to Share Program come from donations made by FPL employees, shareholders, and customers.³ The Care to Share Program provides financial assistance – for up to twelve (12) months and up to \$500.00 – to customers of FPL who are experiencing crisis situations. Eligible households must be low income, in imminent danger of having their services disconnected, and unable to make a payment due to hardship or lack of funds.⁴

CAHSD has contracted with FPL to locally administer the Care to Share Program to provide emergency energy assistance, meaning the payment of FPL bills, to eligible residents of Miami-Dade County.⁵ Per the Program Agreement, CAHSD is responsible for determining both an applicant's eligibility for assistance and the amount of funding an applicant will receive. (See Exh. A, p.1). The Care to Share Program is also administered by the Family and Community Services Division of CAHSD, the same division in which Ms. Arnold works as an Eligibility Interviewer for LIHEAP.

In preparation of this memorandum, the above-named Staff Attorney spoke with Ms. Letah Parrish, Division Director of the Family and Community Services Division of CAHSD. She advised that, as part of the application process for the Care to Share Program, applicants must complete an Authorization for Release of General and/or Confidential Information (hereinafter, "Authorization"), attached herein as Exhibit B. The Authorization requires that the applicant affirm the accuracy of all information contained

¹ *Low Income Home Energy Assistance Program (LIHEAP)*, LIGHT BILL ASSISTANCE, https://www.miamidade.gov/global/service.page?Mduid_service=ser1504204216164378 (last visited Sept. 3, 2023).

² *Care to Share*, <https://www.fpl.com/help/donate.html> (last visited Sept. 3, 2023).

³ *Id.*

⁴ *Care to Share Program*, LIGHT BILL ASSISTANCE, https://www.miamidade.gov/global/service.page?Mduid_service=ser1504204216164378 (last visited Sept. 3, 2023).

⁵ See FLORIDA POWER & LIGHT COMPANY FPL CARE TO SHARE PROGRAM AGREEMENT, FPL MIAMI-DADE COUNTY SERVICE AREA 5-YEAR AGREEMENT FROM JANUARY 1, 2019 TO DECEMBER 31, 2023 (hereinafter "Program Agreement"), p.1, attached herein as Exhibit A.

in the application and sign the form, and also requires the signature of the CAHSD employee reviewing the application. (See Exh. B). Division Director Parrish advised that CAHSD also requires that applicants to the Care to Share Program complete and sign, among other documents, an FPL – Care to Share Voucher (hereinafter, “Voucher”), attached herein as Exhibit C. The Voucher lists the name of the applicant, the total amount of funds to be disbursed to the applicant, and is signed by the applicant, an assigned CAHSD employee reviewing the application, and the director of the CAHSD Neighborhood Service Center where the application is completed. (See Exh. C).

In anticipation of this application process and at CAHSD’s direction, Ms. Arnold sought an informal opinion from the Commission on Ethics regarding any potential conflicts of interest that may arise from her application to participate in the Care to Share Program administered by CAHSD. The above-named Staff Attorney issued informal housing opinion H-INQ 2023-103 to Ms. Arnold on July 21, 2023, attached herein as Exhibit D. In H-INQ 2023-103, the above-named Staff Attorney opined that Section 2-11.1(c)(2) of the County Ethics Code prohibited Ms. Arnold from participating in the Care to Share Program administered by CAHSD. (See Exh. D).⁶

IV. LEGAL ANALYSIS

The County Ethics Code generally prohibits County employees from doing business with the County. Section 2-11.1(c)(1) of the County Ethics Code provides:

No person included in the terms defined in subsection (b)(1) through (6)⁷ and in subsection (b)(9) shall enter into any contract or transact any business, except as provided in subsections (c)(2) through (c)(6) in which he or she or a member of his or her immediate family has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable.

However, the County Ethics Code has a limited exemption from this broad prohibition against contracting or otherwise doing business with the County. Specifically, Section 2-11.1(c)(2) of the County Ethics Code provides:

⁶ Division Director Parrish advised that, as a result of H-INQ 2023-103, CAHSD did not accept or approve Ms. Arnold’s participation in the Care to Share Program as administered by CAHSD. However, Ms. Arnold was directed to The Salvation Army, Miami Area Command, which has also partnered with FPL to administer the Care to Share Program and can provide aid to Ms. Arnold. See *Miami-Dade County*, FINANCIAL ASSISTANCE AVAILABLE BY COUNTY, <https://www.fpl.com/help/assistance.html> (last visited Sept. 3, 2023).

⁷ Section 2-11.1(b)(6) of the County Ethics Code defines the term “employees” and provides that the term refers to all personnel, except for those otherwise already defined in the County Ethics Code, who are employed by the County.

Notwithstanding any provision to the contrary herein, subsections (c) and (d) shall not be construed to prevent any employee as defined by subsection (b)(6) [excluding departmental personnel as defined by subsection (b)(5)] or his or her immediate family as defined by subsection (b)(9) 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 requirements 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. *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 Miami-Dade County or any person or agency acting for Miami-Dade County, if the employee works in the county department which will enforce, oversee or administer the subject contract.*

(emphasis added). Put simply, a County employee may do business with the County so long as the contract or agreement does not interfere with the County employee's full and faithful discharge of his or her duties, the County employee does not participate in negotiating or awarding the contract or agreement, the County employee's job duties will not require that he or she enforce or oversee the contract or agreement, and that the County employee not do business with his or her employing department. *See* County Ethics Code § 2-11.1(c)(2).

In practice, this has meant that an employee of the Public Health Trust (hereinafter, "PHT") working in the Urgent Care Department of Jackson Memorial Hospital could contract with the then-extant Miami-Dade Housing Agency to provide Section 8 housing without giving rise to a prohibited conflict of interest because she did not work for the Miami-Dade Housing Agency and her County employment was otherwise entirely separate from her agreement with the Miami-Dade Housing Agency. *See* RQO 00-13.⁸ Equally, this has

⁸ This Commission has encountered these set of facts numerous times and affirmed the proposition that County employees not working in the County department administering the financial or welfare assistance social service program (here, the Section 8 program), and whose employment does not otherwise involve administering the program, may contract or otherwise do business with the County to participate in the program. *See, e.g.*, RQO 10-116 (PHT); RQO 05-129 (Corrections); RQO 05-124 (Business Development); RQO 05-123 (Mayor's Office); RQO 05-118 (Fire Rescue); RQO 05-107 (Police); RQO 05-105 (Parks); RQO 05-97 (DERM); RQO 05-94 (Transit); RQO 05-87 (Water and Sewer); RQO 05-56 (Team Metro); RQO 05-17 (Office of Community & Economic Development); RQO 03-143 (Information Technology); RQO 03-110 (Employee Relations); RQO 02-110 (Clerk of Courts); RQO 02-33 (Aviation); RQO 02-13 (Finance); RQO 00-190 (Community Action Agency); RQO 00-78 (Human Services); RQO 00-22 (Solid Waste).

meant that the mother of an individual employed by the then-extant Miami-Dade Housing Agency as an Eligibility Interviewer could not do business with her daughter's employing department to provide Section 8 housing because her daughter worked for the County department enforcing, overseeing, or administering the contract. *See* RQO 00-118; *see also* RQO 05-17 (an employee of the then-extant Miami-Dade Housing Agency could not contract with her employing department to participate in a mortgage program designed to support the development of affordable housing).

Following this precedent, your legal staff have issued informal opinions on a number of occasions advising that a County employee could not contract with his or her employing County department to participate in a particular financial or welfare assistance social service program. For example, a contract employee working for the Miami-Dade Public Housing and Community Development Department (hereinafter, "PHCD") as an Emergency Rental Assistance Program (hereinafter, "ERAP") Specialist could not herself participate in the ERAP and receive a financial benefit therefrom because she both worked in the division of PHCD that administered the ERAP, and her job duties explicitly involved administering the ERAP. *See* H-INQ 21-32;⁹ *see also* H-INQ 22-132 (contract staff working for PHCD processing ERAP applications cannot participate in the ERAP herself); H-INQ 22-69 (daughter of contract staff working for PHCD working to administer the ERAP cannot participate in the ERAP); H-INQ 22-50 (a Technician for PHCD working in the same division that administers the Naturally Occurring Affordable Housing Preservation Rehabilitation Loan Program whose job duties occasionally include administrative tasks related to the Program cannot participate in the Program). Similarly, an employee of PHCD working as a Finance and Budget Analyst in the same departmental division that administers the Housing Choice Voucher Program (hereinafter, "HCV Program"), a Section 8 program, cannot participate in the HCV Program himself because he works for the same County department administering the program in which he seeks to participate. *See* INQ 16-99.¹⁰

⁹ On October 13, 2021, at its monthly public meeting, the Miami-Dade County Commission on Ethics and Public Trust (hereinafter, "Ethics Commission") voted to approve and adopt the opinion issued by legal staff in H-INQ 21-32. Accordingly, this opinion should be given the precedential weight of a formal opinion rather than an informal opinion.

¹⁰ There is one exception to the general tenor and scope of the Ethics Commission's precedent. In RQO 07-59, the Ethics Commission held that an individual could apply for and accept a position with the then-extant Miami-Dade County Housing Agency as a Housing Specialist, reviewing the eligibility of applicants for various housing-related assistance programs, and continue to receive financial subsidies pursuant to the Section 8 Homeownership Program administered by the same County agency. The Ethics Commission based its conclusion on the assertion that while Section 8 Rental Program subsidies involved a contract with the County, the Section 8 Homeownership Program subsidies did not involve a contract, despite being administered and overseen by the same County agency. Consequently, the Ethics Commission concluded that Section 2-11.1(c) of the County Ethics Code did not apply to the facts as set out in that opinion. *See* RQO 07-59.

This conclusion is anomalous in relation to the scope of prior and subsequent opinions issued by the Ethics Commission and discussed in this memorandum. Additionally, in RQO 07-59, the Ethics Commission did not address the broad language of Section 2-11.1(c)(1) of the County Ethics Code,

Nevertheless, there are some exceptions to the prohibition against contracting with one's own employing County department. Specifically, Section 2-11.1(c)(5) provides:

Nothing herein shall prohibit or make illegal (1) the payment of taxes, special assessments or fees for services provided by County government; (2) the purchase of bonds, anticipation notes or other securities that may be issued by the County through underwriters or directly from time to time; (3) the participation of the persons included in the terms defined in subsection (b)(1) through (6), except for employees of the general services administration and their "immediate family" as defined in (b)(9), in the public auction process utilized by the County for the disposal of surplus motor vehicles; (4) the purchase of surplus personal property, pursuant to administrative order, by persons defined in subsection (b)(1) through (6) and (9); (5) an application for direct assistance from the Miami-Dade County Department of Housing and Urban Development or an application to participate in a program administered by the Department of Special Housing has been submitted by an applicant who is a County person as defined in subsection (b) and who would but for this section be eligible for such assistance from said department; provided, however, that the exception provided in this paragraph shall not extend to an employee of the Miami-Dade County Department of Housing and Urban Development or the Department of Special Housing who participates in the administration of said programs; or (6) and application to participate in a single-family mortgage loan program sponsored by the Housing Finance Authority of Miami-Dade County, has been submitted by a County person as defined in subsection (b), and would but for this section be eligible for participation in said program; provided, however, that the exception provided in this paragraph shall not extend to an employee of the Miami-Dade County Finance Department who participates in the administration of said single-family mortgage loan program.

In practice, these exceptions to the general prohibition against contracting with one's employing County department have been applied narrowly and to the specific scenarios to

which does not just prohibit County employees from contracting with the County, but from "transact[ing] any business" with the County. Furthermore, a search did not produce any citations to RQO 07-59 in subsequent formal or informal opinions issued by the Ethics Commission and its legal staff. Finally, subsequent formal opinions do not appear to support the reasoning underpinning RQO 07-59. *See, e.g.*, RQO 18-04 (holding that Community Council board members may be Section 8 landlords and accept HCV Program vouchers from PHCD so long as their board does not oversee the Program, and rescinding prior RQO 02-04 that did not properly apply the exceptions in Section 2-11.1(c)(3), County Ethics Code, to the general prohibition against contracting with and/or doing business with the County); H-INQ 21-32 (PHCD employee administering the ERAP could not also receive a benefit under the ERAP); *see also* INQ 16-99 (a PHCD employee may not participate in the HCV Program because she works in the departmental division administering the Program). Regardless, because RQO 07-59 involved a different program administered by a different County department, its continued viability need not be resolved at this time.

which the exceptions are tailored. For example, when the then-extant Miami-Dade Public Housing Authority was merged with the General Services Administration and the Housing and Community Development Department to create PHCD, an employee of the newly created department could still accept HCV Program (Section 8) vouchers as a Section 8 landlord because his job responsibilities did not involve that Program and he did not work in the departmental division that administered that Program, thereby fitting within the exception in Section 2-11.1(c)(5)(5), County Ethics Code. *See* RQO 12-06. Similarly, an employee of the then-extant Miami-Dade General Services Administration could purchase a home developed pursuant to the County's Infill Housing Program administered, in part, by his employing County department, and participate in a County-operated mortgage assistance program because his job responsibilities did not involve either program, applying Sections 2-11.1(c)(5)(3) and (6) of the County Ethics Code. *See* RQO 09-20.¹¹

Following this precedent, your legal staff have issued a number of informal opinions applying the exceptions found in Section 2-11.1(c)(5) of the County Ethics Code. *See, e.g.,* INQ 21-149 (applying Section 2-11.1(c)(5)(5) to permit a PHCD employee to do business with PHCD to accept funds from the ERAP as a landlord because her job duties are unrelated to the Program); H-INQ 19-01 (applying Section 2-11.1(c)(5)(5) and finding that a PHCD employee may participate in the HCV Program because her job responsibilities are unrelated to the Program); H-INQ 17-43 (same); H-INQ 16-26 (applying Section 2-11.1(c)(5)(5) and finding that a PHCD employee may participate in the Home-Ownership Second Mortgage Loan Program because his job duties are unrelated to the Program); H-INQ 15-01 (same); H-INQ 14-33 (applying Section 2-11.1(c)(5)(5) and finding that a PHCD employee may participate in a Section 8 New Construction Program because her job duties are unrelated to the Program).

Applying these precedents to the facts in this matter, Sections 2-11.1(c)(1) and (2) of the County Ethics Code work in tandem to prohibit Ms. Arnold from contracting or doing any business with CAHSD, to include participating in the Care to Share Program, because CAHSD is her employing County department. *See* RQO 05-17; RQO 00-118; H-INQ 21-32. As discussed above, in order to receive any benefit pursuant to the Care to Share Program, Ms. Arnold would have to do business with CAHSD by completing an application, averring that its contents are true, and signing a voucher form. Furthermore, none of the exceptions contained in Section 2-11.1(c)(5) of the County Ethics Code that permit a County employee to do business with his or her employing department apply to

¹¹ *But see* RQO 09-44. In this formal opinion, the Ethics Commission held that no conflict of interest arose where an individual participated in the City of Miami's First Time Homebuyer's Down Payment Assistance Program, despite the fact that his mother was an employee of the City Department overseeing the Program and that her job duties included administering the Program. *See id.* In the opinion the Ethics Commission acknowledges the language in Section 2-11.1(c)(5)(6) of the County Ethics Code that the exception for mortgage programs only applies where the City employee does not administer the program in question *and* acknowledges that the City employee in question administers the program, but the Ethics Commission nevertheless concludes without explanation that no conflict of interest arises from the facts presented in the opinion. *See id.* In light of this apparent contradiction with the clear language of the County Ethics Code, it is suggested that RQO 09-44 be given limited precedential value.

Ms. Arnold's situation because they do not apply to welfare assistance social service programs administered by CAHSD.¹²

V. RECOMMENDATION

In light of the facts presented above, the applicable provisions of the County Ethics Code, and relevant precedent of this Commission, it is recommended that you opine that Ms. Arnold cannot contract with CAHSD to participate in the Care to Share Program without giving rise to a prohibited conflict of interest pursuant to Section 2-11.1(c). While Ms. Arnold's employment as an Eligibility Interviewer with CAHSD will not require her to be involved in the administration of the Care to Share Program, her employing County department – CAHSD – administers and oversees the Care to Share Program, thereby excluding her from the exception that permits County employees to do business with the County under certain conditions. *See* County Ethics Code § 2-11.1(c)(2); RQO 05-17; RQO 00-118; RQO 00-13. Furthermore, none of the exceptions to the specific prohibition against doing business with one's employing County department apply to financial and welfare assistance social service programs administered or overseen by CAHSD. *See* County Ethics Code § 2-11.1(c)(5). Accordingly, Ms. Arnold cannot contract or otherwise do business with CAHSD to participate in the Care to Share Program without giving rise to a prohibited conflict of interest.

¹² Your staff has been in contact with both the offices of the County Mayor and the Chairman of the Board of County Commissioners regarding the possibility of amending Section 2-11.1(c)(5) to include an exception for financial and welfare assistance social service programs operated by CAHSD and other County Departments. Furthermore, your staff have proposed specific language regarding the amendment, which is attached herein as Exhibit E.

EXHIBIT E
FPL Care to Share Program Agreement

Florida Power & Light Company
FPL CARE TO SHARE® PROGRAM AGREEMENT
FPL Miami-Dade County Service Area
5-Year Agreement from January 1, 2019 to December 31, 2023

THIS AGREEMENT is entered into between FLORIDA POWER & LIGHT COMPANY, hereinafter referred to as "FPL" and Miami-Dade County through Its Community Action and Human Services Department, hereinafter referred to as the "Agency." The Agency should provide each of its intake offices involved in the program with a copy of the executed agreement.

FPL's facilitation of this program agreement is delegated to FPL's Area Special Consumer Services Manager, hereinafter referred to as the "FPL Area Manager." Agency staff/volunteers handling intake for the program will hereinafter be referred to as "Caseworkers."

To assist the emergency needs of people in times of hardship, FPL shareholders, employees and customers are providing a contribution fund known as the "FPL Care To Share[®]" emergency energy assistance fund for electric utility payment, also referred to as "C2S."

As part of its obligations under this agreement, the Agency will administer the FPL Care To Share funds to provide emergency energy assistance (payment of FPL bills) to eligible residents in Miami-Dade County, Florida. The Agency will serve as the administrator and lead service provider for the program.

The Agency will register in the FPL ASSIST Program. The FPL ASSIST Program provides a standardized process for the Agency to access/verify customer account information, provide information to FPL for program qualification purposes and notify FPL of pending agency payments. The FPL ASSIST Web Portal is the agency's primary resource to access/verify account information and to make commitments. The "FPL ASSIST Office" is the telephone center for the FPL ASSIST Program and serves as a secondary contact point for the Agency, if needed.

The Agency will work with the appropriate social service providers in their area by sharing FPL Care To Share program information and promoting broad access to these community resources through the formal FPL Care To Share structure.

The Agency will determine the eligibility of energy assistance recipients, subject to the FPL Care To Share program criteria. FPL will play no part in determining the eligibility of the applicant for assistance, or the amount of funding an approved applicant might receive.

Before proceeding with eligibility assessment, the Agency must secure from the Account Holder (or Applicant) a signed "Authorization for Release of General and/or Confidential Information" form, in order to have access to FPL billing information. FPL reserves the right to request the Agency to provide copies of the forms as part of the program audit requirements. If telephone pre-screening is conducted, the caseworkers will review the information from the release form and seek the applicant's verbal approval to share

information. Caseworker should note on the file that the applicant's verbal approval was obtained.

The Agency shall ensure that no person shall be subjected to discrimination in connection with the FPL Care To Share program on the basis of age, gender, disability, race, color, creed, national origin, religion or ancestry contrary to applicable law.

FPL customers who are potential recipients of FPL Care To Share funds shall have equal opportunity for assistance, and assistance remains available twelve months per year, as funding and resources permit.

The eligibility criteria cannot be added to or deviated from without the prior consent of the FPL Area Manager.

The Agency signing this Agreement does hereby bind itself to the following terms and conditions:

I. Eligibility Criteria.

Potential recipients must contact the administering Agency and follow the agency's intake process, which could include receiving preliminary screening and making an appointment with the Agency representative when appropriate.

An eligible applicant is one who meets all the following criteria:

1. Must physically reside in FPL's service area at the address for which assistance is sought.
2. Must have an account with FPL or reside at the service location. Should an Agency employee seek to apply for FPL Care To Share assistance through the Agency, an Agency supervisor – such as the Primary or Alternate contact listed on FPL ASSIST Program record - must contact the FPL Area Manager in advance for approval and commitment placement.
3. Must have identification that reflects the applicant name and the same address as the FPL account. Some examples of acceptable identification include a driver's license, a rent receipt, a water or phone bill, a tax bill or a mortgage statement
4. Must have a delinquent or Past Due FPL bill, final notice, or disconnect notice for the FPL account. Current bill is also eligible, if Agency caseworker reasonably deems it appropriate.
5. Must NOT have received a benefit under the FPL Care To Share Program within the last twelve months, at the current service address. The Initial commitment set-up date is used to determine the 12-month time period.
6. Must show proof of a family or personal crisis. The Agency is responsible for reasonably determining what constitutes a family or personal crisis.

7. Must consider all other available government-funded sources for electric service payment assistance first, unless the applicant is in imminent danger of losing electricity (service disconnect), and time does not allow the client to apply for government funds. In addition, FPL recognizes that government funds may not be available at the time due to limited resources. If that's the case, the caseworker should record the circumstances in the applicant's file. But if time does permit and government funds are available, then FPL Care To Share should be considered only after the government funds for which the applicant qualifies have been applied for or committed.
8. Must have a plan in place to maintain additional/future household expenses, if FPL Care To Share assistance is provided.
9. Must have a household income level that falls at or below 150% of the Federal Poverty Level (as revised annually by U.S. Health and Human Services). The incomes of all persons residing at the service address are to be included in determining household income eligibility. The Agency may exercise flexibility in expanding income limits based on special recipient situations and needs.
10. Must NOT have a history of fraud or service tampering. This may include, but is not limited to, using a minor or fictitious name, unauthorized connection, re-connection or by-passing of the electric meter, current diversion, or tampering with the FPL service in any way.

FPL views fraud and service tampering very seriously. If an applicant with a history of fraud or service tampering is permitted to receive an FPL Care To Share Program commitment, FPL reserves the right to pursue return of payment from the customer for any charges related to the fraud or service tampering activity. None of those charges can be paid for by FPL Care To Share Program funds.

II. FPL Care To Share Application, Documentation and Records Retention

1. Caseworkers will ask the applicant to sign an Authorization for Release of General and/or Confidential Information form and retain that signed original. If telephone pre-screening is conducted, the caseworkers will review the information from the release form and seek the applicant's verbal approval to share information. Caseworker should note on the file that the client's verbal approval was obtained.
2. Caseworkers will use the Agency's standard Intake form for the FPL Care To Share program.
3. Caseworkers will record the applicant's proof of crisis and plan to sustain future bills.
4. Caseworkers will secure and retain a copy of the applicant's actual bill (or FPL bill statement provided through the FPL ASSIST Web Portal or by FPL staff), notating the balance eligible for the program. Balance should be verified through the FPL ASSIST Web Portal.

5. Regarding income, caseworkers will:
 - a. Use potential recipient's current participation in Temporary Assistance for Needy Families (TANF), Medicaid, Supplemental Security Income (S.S.I.), food stamps, and public housing for means testing.
 - b. Verify and record "self-declaration" of recipient's income based on established Agency guidelines to limit inappropriate disbursements.
6. If a call to the FPL ASSIST Office is needed to qualify the applicant, caseworkers will note the date of the call and the first name of the FPL ASSIST representative who handled the call. In most cases, caseworkers should be able to use the FPL ASSIST Web Portal to qualify the applicant and make a commitment. The use of the FPL ASSIST Web Portal should then be noted.
7. Caseworkers will retain all approved applications, disapproved applications, and other pertinent records described in this section, for a period of three calendar years plus the current calendar year.
8. Caseworkers will maintain a list of retracted commitments, indicating reason for retraction and when FPL was notified.

III. FPL Care To Share Payment Requirements

1. All FPL charges with the exception of deposits, non-electric optional products and services, return check fees, and additional billings resulting from service tampering (non-inherited current diversion charges) are eligible for the program. Late payment fees assessed to customer accounts during the time the Agency's disbursement process to the utility is pending are applicable.
2. If funds are available, and the recipient has no other means to pay, the Agency must pay the entire delinquent amount up to the currently prescribed upper limit, as determined by FPL. While this limit can be increased or decreased at the discretion of FPL, the standard upper limit for the program is \$500.
3. No recipient may receive more than a one-time benefit in a twelve-month period on the current account. No recipient may circumvent this limitation. Commitment initial set-up date is used to determine the 12-month time period.
4. Disbursement of funds by the Agency must be by check payable to Florida Power & Light Company and must be received by FPL's Payment Processing Center no later than 60 days from the commitment date.
5. Payment must be submitted in the name of the FPL Account Holder (customer of record) for the household applying for assistance.
6. Exceptions to the requirements listed above require the approval of the FPL Area Manager, and may require additional approval by the FPL Lead Area Manager.

IV. Public Energy Assistance Programs

The FPL Care To Share Program is designed to fill voids in existing energy assistance programs that have exhausted their resources or where recipient's needs exceed program limits. Agency caseworkers should document efforts to link recipient with the Low Income Home Energy Assistance Program (LIHEAP), the Emergency Home Energy Assistance Program for the Elderly (EHEAP), and the National Food and Shelter (FEMA) program energy funds in advance of, and prior to committing any, FPL Care To Share funds to such client.

V. FPL / Agency Interface

Program Funding

FPL will solicit its customers to contribute to the "FPL Care To Share" fund via the customer's monthly electric statement, and may as an option supplement customer contributions with shareholder and employee contributions. FPL will determine in its sole discretion the method by which contributions will be collected. FPL will collect and distribute these funds to the administrative Agency proportional to the amount of donations received in the area to which the Agency has agreed to provide program services. FPL shareholder and employee contributions will be distributed to the administrative Agency at the discretion of FPL, with area population and poverty factors considered.

FPL will work closely with the Agency on disbursement of Agency funding. FPL funds from all sources will be disbursed to the Agency on a quarterly basis (subject to change upon 30 days notice from FPL).

Program Commitments and Payment

Commitments must be paid and itemized using an FPL Payment Transmittal form (or alternative transmittal as pre-approved by FPL) that contains the following:

- Agency name, address, preparer's contact phone and/or email and date submitted
- Funding type for the payments contained on the specific transmittal (i.e., LIHEAP, EHEAP, FPL Care To Share, and Other Assist) Note: Please use separate transmittals for different funding types.
- FPL Customer Name of Record
- Address where FPL is providing service
- Alternative Client Name if not FPL Customer of Record
- FPL Bill Account Number
- Amount of Commitment to be placed.

Prepared transmittals must be mailed to the following address, and FPL will provide pre-addressed envelopes upon request:

FPL ASSIST
P.O. Box 25231
Miami FL 33102-5231

In some cases, the Agency may not be able to use the Transmittal Envelope because of their processing system. In those cases, and to ensure timely and accurate posting of payments, the above identified mailing address must still be used.

Agency commitments may be submitted in the following ways:

1. FPL ASSIST Web Portal
2. Phone call to 1-800-480-7927

No deductions from FPL Care To Share funds may be made for overhead, salaries, administrative costs or any other expense incurred by the Agency. The entirety of funds disbursed for FPL Care To Share must be applied to payment assistance on behalf of FPL customers.

FPL Program Staff

The FPL ASSIST Web Portal is the agency's primary resource to access/verify account information and to make commitments. The "FPL ASSIST Office" is the telephone center for the FPL ASSIST Program and serves as a secondary contact point for the Agency, if needed.

The FPL Area Manager will serve as primary contact concerning the overall administration of the program, including when the Agency is requesting an exception commitment.

The FPL Area Manager has the authority to change FPL Care To Share program qualifications and process requirements on a "temporary" basis, with thirty days notice to the Agency, if in the best interests of FPL, its customers and partner agencies. This would include temporary changes to payment limits, number of payments for a client annually and other such considerations.

Client Education

The Agency should encourage energy efficiency through referral of the client to FPL's free energy survey service (1-800-DIAL FPL) and by distributing FPL energy conservation and program information, when feasible and as appropriate for the applicant. FPL will keep the Agency advised regarding available programs.

The Agency should encourage FPL's billing and payment programs, when feasible and as appropriate for the applicant, including FPL 62Plus, Friendly Reminder, On-Call, Budget Billing, and others as appropriate. FPL will keep the Agency advised regarding available programs.

Agency Staff Training

Caseworkers handling intake for the FPL Care To Share Program must first be trained on the program criteria, either through the agency, FPL Area Manager or a combination of both sources. Caseworkers must read, sign and agree to abide by the Program Eligibility Criteria outlined in the FPL "Staff/Volunteer Certification" form. Caseworkers will sign this form to confirm their understanding of program criteria, and their commitment to use account information obtained from FPL for the sole purpose of conducting the customer qualification process. The form must be maintained by the Agency and be made available upon request.

Agency Staff/FPL ASSIST Record

The Agency must maintain its list of authorized agents for FPL's ASSIST Program through the FPL ASSIST Web Portal.

VI. Auditing

The Agency will routinely review FPL Care To Share recipient files and program processes. The Agency will include FPL Care To Share funding in its own internal auditing schedule and will confirm the completion of such audits by their signature on the Quarterly Agency Statement of Fund Verification form. In this report, the Agency will indicate any significant irregularities to FPL as found.

On a quarterly basis (due by the 15th day of the first month of each quarter, for the prior quarter), the Agency will provide to the FPL Area Manager the following:

- the completed Agency Statement of Fund Verification form, signed by a principal of the Agency, confirming the FPL Care To Share fund to be "in balance" and verifying that the information provided is as true and accurate as possible. The completed and signed Agency Statement of Fund Verification form also demonstrates the Agency's internal reconciliation of the fund.
- the Agency Statement of Fund Verification form also includes the following metrics:
 - Previous Audit Ending Balance
 - Funds Provided by FPL to Agency
 - Transmittals Paid and/or Submitted to Agency Payment Dept for Payment
 - Other Adjustments
 - Audit Ending Balance
 - Number of Customers Served
- Copies of all transmittals pertaining to that Quarter's report.

The FPL Area Manager will help to coordinate the audit of the records submitted and will request from the agency copies of signed Authorization for Release of General and/or Confidential Information forms for customers selected at random from the accounts covered in that quarter. Upon completion of the quarterly audit, the FPL Area Manager will provide a completed quarterly audit report to the Agency. The report will specifically confirm the audit as acceptable (or not), and/or identify any exceptions cited, along with recommended (or required) steps to eliminate or correct said exceptions and process shortcomings.

In addition to the quarterly audit, FPL and/or a third-party designee will conduct an on-site agency Operational Review no more than once every two years. These on-site visits are intended to be minimally intrusive to the agency's normal operation, and will be scheduled approximately thirty days in advance. The agency will be advised on what type of files/documentation/information will be needed for review. The agency may be asked to review some information in advance, to facilitate an efficient on-site review.

VII. General

The Agency and FPL personnel will strive to provide this community resource with a high degree of professionalism, reflecting positively on the program's donors, FPL and the Agency. The Agency and FPL have named the following designees for purposes of this Agreement:

FPL Corporate Contact
Marlene M. Santos
Vice President, Customer Service
700 Universe Boulevard
Juno Beach, Florida 33408

Agency Contact
Lucia Davis-Ralford
Director
Miami-Dade Community Action
and Human Services Department
701 NW 1 Court, 10th Floor
Miami, FL 33136
786-469-4644

FPL Area/Regional Contact
Della M. McCurdy
Area Special Consumer Services Manager
7201 Cypress Road
Plantation, FL 33317
954-321-2174

The Parties understand this program is designed to be flexible to the current needs of the community, and modifications may be made from time to time to make the program more effective. Any modifications to this Agreement must be by mutual agreement of the Parties in form of a written amendment.

VIII. Miscellaneous

Either party may terminate this agreement at any time without liability to any party. In no event shall either party hereto be liable to the other for consequential, special, exemplary, indirect or incidental losses or damages under the agreement, including loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, and Agency and FPL each hereby release the other and each of such persons and entities from any such liability. This agreement is governed by Florida law. THE PARTIES HERETO WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS AGREEMENT.

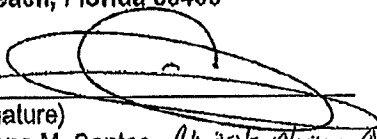
The remainder of this page is intentionally blank

IX. Approvals

Upon its execution, this Agreement shall supersede any previous agreements and remain in force for five years -- from January 1, 2019 to December 31, 2023. Either party has the right at any time on ninety (90) days written notice to the other to terminate or amend the Agreement. Should this occur, any remaining funds will be returned to FPL along with a complete accounting.

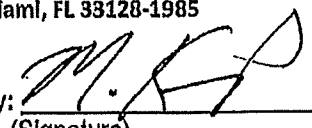
IN WITNESS WHEREOF, Florida Power & Light Company and the Agency caused this Agreement to be executed on the date indicated below.

**Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408**

By: 
(Signature)
~~Marlene M. Santos~~ Christopher Chapel
Vice President, Customer Service

2/2/19
(Date)

**Miami-Dade County through its
Community Action and Human
Services Department
111 NW First Street
Miami, FL 33128-1985**

By: 
(Signature)
Carlos A. Gimenez
Mayor

MAURICE L. KEMP
DEPUTY MAYOR
MIAMI-DADE CTY. FL

January 3, 2019
(Date)

EXHIBIT F
Miscellaneous FPL Program Documents



ASSIST Agency Reference Manual

FPL

Authorization for Release of General and/or Confidential Information

All information is accurate to the best of my knowledge. This agency may verify information contained in this application, including the Florida Power & Light Company electric account for which I am seeking assistance.

I, _____ hereby authorize FPL and this agency to release pertinent information to related community agencies. I understand that the need or purpose for this disclosure is solely to assist in alleviating the current situation.

CLIENT'S SIGNATURE: _____

DATE: _____

The client must sign this application to receive financial aid as pertains to their FPL electric account.

CASEWORKER'S SIGNATURE: _____

DATE: _____

AGENCY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

The client has the right to appeal the decision of this Authorization for Release of General and/or Confidential Information application by requesting to speak with the agency Director/ Manager, or whomever else this agency deems necessary.

The Authorization for Release form should be maintained by the Agency in the applicant's working file.

FPL – Care to Share Voucher

DATE ISSUED: _____

EXPECTED PAYMENT DATE TO FPL: _____

NAME: _____ PHONE NO.: _____

ADDRESS: _____

TOTAL DISBURSED \$ _____ FPL ACCOUNT NUMBER: _____

TOTAL AMOUNT DUE \$ _____

VOUCHER AMOUNT AUTHORIZED: _____

BALANCE (Client's Responsibility): _____

SIGNATURE OF RECIPIENT: _____

APPROVAL (Assigned Worker): _____ CASE NO.: _____

APPROVAL (Center Director): _____

APPROVAL (Assistant Director): _____

COMMENTS: _____

Miami-Dade Neighborhood Service Centers Division— 305-514-6000

DISTRIBUTION: WHITE-CLIENT COPY YELLOW-CENTER COPY PINK-ADMINISTRATION COPY

869_01-508 8/08

EXHIBIT G
Staff Informal Ethics Opinion H-INQ 2023-103



MIAMI-DADE COMMISSION ON ETHICS AND PUBLIC TRUST

Overtown Transit Village North
701 Northwest 1st Court · 8th Floor · Miami, Florida 33136
Phone: (305) 579-2594 · Facsimile: (305) 579-0273
Website: ethics.miamidadegov

MEMORANDUM

TO: Ralanda Arnold, Eligibility Interviewer, Miami-Dade County Community Action and Human Services Department

FROM: Nolen Andrew Bunker, Staff Attorney
Commission on Ethics

SUBJECT: H-INQ 2023-103

DATE: July 21, 2023

CC: COE Legal Staff; Letah Parrish, Family and Community Services Division Director, Community Action and Human Services Department

Thank you for contacting the Miami-Dade Commission on Ethics and Public Trust to request our guidance regarding your application for the Florida Power and Light Care to Share Program (“Care to Share Program”),¹ administered by the Miami-Dade County Community Action and Human Services Department (“CAHSD”).

Facts

You are employed by CAHSD as an Eligibility Interviewer. Your job duties primarily include conducting interviews of applicants and processing applications for the Low-Income Home Energy Assistance Program (“LIHEAP”), a federally funded program administered by CAHSD that financially assists low-income households to pay for cooling or heating. You are seeking to contract with CAHSD to participate in the Care to Share Program. Your CAHSD job duties do not include any oversight or administration of the Care to Share Program and you do not have any immediate family members working for the County who administer or oversee the program. However, you advised that, as an

¹ The Care to Share Program provides financial assistance – for up to twelve (12) months and up to \$500.00 – to Miami-Dade County customers of Florida Power and Light (“FPL”) who are experiencing crisis situations. Eligible households must be low income, in imminent danger of having their services disconnected, and unable to make a payment due to hardship or lack of funds. See *Care to Share Program*, LIGHT BILL ASSISTANCE, https://www.miamidadegov/global/service.page?Mduid_service=ser1504204216164378 (last visited July 21, 2023).

Eligibility Interviewer for LIHEAP, you work in the same division/section of CAHSD that also administers the Care to Share Program.

Issue

Whether the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance (“County Ethics Code”) would prevent you from contracting with CAHSD to participate in the Care to Share Program.

Discussion and Opinion

Generally, sections 2-11.1 (c) and (d) of the County Ethics Code permit County employees to transact business with the County, so long as the contract does not interfere with the full and faithful discharge of the County employee’s duties, the County employee does not participate in negotiating or awarding the contract, and the County employee’s job duties will not require him or her to be involved with enforcing or overseeing the contract. *See, e.g.*, RQO 00-13 (an employee of the Public Health Trust/Jackson Health System could contract with the then-extant Miami-Dade Housing Agency to provide Section 8 housing without giving rise to a prohibited conflict of interest).

However, the County Ethics Code prohibits a County employee from transacting business with the County department for which he or she, or one of his or her immediate family members, works. Specifically,

[the limited exclusion from the general prohibition on County employees contracting with the County] shall not be construed to authorize an employee or his or her immediate family member to enter into a contract with Miami-Dade County or any person or agency acting for Miami-Dade County, if the employee works in the county department which will enforce, oversee or administer the subject contract.

County Ethics Code § 2-11.1(c)(2).²

² However, the County Ethics Code explicitly exempts from the prohibition on County employees contracting with their employing department the following: “application[s] for direct assistance from the Miami-Dade County Department of Housing and Urban Development or . . . application[s] to participate in a program administered by the Department of Special Housing” and “application[s] to participate in a single-family mortgage loan program sponsored by the Housing Finance Authority of Miami-Dade County,” but only so long as the County employee does not participate in the administration of said program. *See* County Ethics Code § 2-11.1(c)(5)(5), (6); RQO 12-06 (applying exception to permit a Miami-Dade Public Housing and Community Development Department (“PHCD”) employee to continue to contract with PHCD as a Section 8 landlord); INQ 21-149 (applying exception to permit a PHCD employee to contract with PHCD to accept funds from the Emergency Rental Assistance Program. None of these specific exceptions to the general prohibition against contracting with one’s employing County department apply here.

In practice, this has meant that a County employee who worked for the then-extant Miami-Dade Housing Agency could not participate in a mortgage program that provided mortgages to homebuyers who purchased homes in an affordable housing development because she worked for the department that oversaw and administered the mortgage financing contract. *See* RQO 05-17. Similarly, an employee of the Public Housing and Community Development Department could not participate in the Housing Choice Voucher program, a Section 8 program, because she worked in the division that administered the program. *See* INQ 16-99.

After reviewing the facts presented to us, we conclude that **you cannot contract with CAHSD** to participate in the Care to Share Program. While your employment as an Eligibility Interviewer with CAHSD will not require you to be involved in the administration of this program, your employing County department – CAHSD – oversees and administers the Care to Share Program to which you are seeking to apply, and you work in the departmental division or section that administers the program. *See* County Ethics Code § 2-11.1(c)(2); RQO 05-17; INQ 16-99. Therefore, you cannot apply to participate in the Care to Share Program without giving rise to a prohibited conflict of interest.

This opinion is limited to the facts as you presented them to the Commission on Ethics regarding conflicts under Sections 2-11.1(c) and (d) of the Miami-Dade Conflict of Interest and Code of Ethics Ordinance only. Based on directives from the department that employs you or under state law, other conflicts may apply. If you have additional questions regarding possible conflicts based on your County department directives, contact your department supervisor or the Mayor's Office. For an opinion regarding Florida ethics law, please contact the Florida Commission on Ethics, P.O. Drawer 15709, Tallahassee, FL 32317, phone number (850) 488-7864, <http://www.ethics.state.fl.us/>.

You must submit this opinion to the Community Action and Human Services Department for inclusion in your application file. The Commission on Ethics does not submit this memorandum on your behalf.

H-INQs are informal ethics opinions provided by the legal staff of the Miami-Dade Commission on Ethics and Public Trust. H-INQs deal with opinions previously addressed in public session by the Commission on Ethics or within the plain meaning of the County Ethics Code. RQOs are opinions provided by the Miami-Dade Commission on Ethics and Public Trust when the subject matter is of great public importance or where there is insufficient precedent. While these are informal opinions, covered parties that act contrary to the opinion may be referred to the Advocate for preliminary review or investigation and may be subject to a formal Complaint filed with the Commission on Ethics and Public Trust.