



Via First Class Mail and
email at Oscar@housneronline.com

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July 9, 2012

Lazaro O. Ulpiz
Housner Office Supply, Inc.
3155 West Okeechobee Rd.
Hialeah, FL 33012

Re: INQ 12-114, Limitations on Doing Business with the County

Dear Mr. Ulpiz:

On July 5, 2012, you asked about limitations in contracting with the County through your privately owned company, Housner Office Supply, Inc. Your spouse, Andrea M. Chao, is employed by the Port of Miami/Seaport as a Grant Administrator.

The County Ethics Code at Sec. 2-11.1 (c)(2) allows you to enter into a contract, individually or through a firm, with Miami-Dade County, as long as the contract does not interfere with the full and faithful discharge of your spouse's duties to the County.

This means that Andrea M. Chao shall not participate in determining the contract requirements or in awarding the contract. Additionally, none of Ms. Chao's job responsibilities and job descriptions shall 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. In your case, this means that Housner Office Supply, Inc., shall not enter into contracts with the Miami-Dade County Port of Miami/Seaport.

This opinion construes the Miami-Dade County Ethics Code as it applies to County employee-vendors at Sec. 2-11.1 (c) only. It is not applicable to any conflicts under other sections of the County Code or to issues related to state or federal laws.

If any of the facts you have presented change or if you have further questions, please feel free to contact me at 305 350-0601.

Sincerely,


VICTORIA FRIGO
Staff Attorney

copy: Andrea M. Chao at achao@miamidade.gov