



Via First Class Mail
and
email at geronimochala@atpftennis.com

July 11, 2011

Geronimo Chala
ATHLETIC TENNIS PERFORMANCE AND FITNESS, INC.
110 SW 12th St., Suite 2106
Miami, FL 33130

ETHICS COMMISSIONERS

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ADVOCATE

ARDYTH WALKER
STAFF GENERAL COUNSEL

Re: INQ 11-112, Limitations on Doing Business with the County

Dear Mr. Chala:

In correspondence to our office on July 7, 2011, you said that you wish to do business with the County through ATHLETIC TENNIS PERFORMANCE AND FITNESS, INC., a privately owned company that provides tennis training. You serve as Vice President of the corporation. Your mother, Hortensia Michelena, is employed by the Miami-Dade County Juvenile Services Department as a Juvenile Assessment Counselor.

The County Ethics Code allows ATHLETIC TENNIS PERFORMANCE AND FITNESS, INC., to enter into contracts with all County departments except the Miami-Dade County Juvenile Services Department because of your mother's employment with the Juvenile Services Department.

The County Code does not include "brother" within the definition of "immediate family member." Consequently, your brother Daniel Chala's employment with the Miami-Dade Police Department does not prevent you from contracting with the Police Department. However, under the Ethics Code at Sec. 2-11.1 (g), County employees may not exploit their official positions to secure special benefits for themselves or others. Because contracting with the Police Department could lead to possible appearances of impropriety, you are urged to seek further guidance from this office if you intend to contract with the Miami-Dade Police Department.

Specifically, the County Ethics Code at Sec. 2-11.1 (c) allows your company to enter into a contract with Miami-Dade County as long as the contract does not interfere with the full and faithful discharge of your immediate family members' duties to the County. This includes the condition that your mother, Hortensia Michelena, does not participate in determining the contract requirements or in awarding the contract. Additionally, none of her job responsibilities and job descriptions may 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, Hortensia Michelena may not work in any County department that will enforce, oversee, or administer your contract. In your case, this means, at a minimum, that you may not enter into contracts with the Juvenile Services Department.

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

copies: Hortensia Michelena at Hortensia.Michelena@miamidade.gov
Daniel Chala at U303747@mdpd.com