



Via First Class Mail and
email at TTravis@strtrade.com

ETHICS COMMISSIONERS

July 12, 2012

Dawn Addy, CHAIR
Charlton Copeland, VICE CHAIR
Nelson Bellido
Judge Seymour Gelber
Kerry E. Rosenthal

Thomas G. Travis
Sandler, Travis & Rosenberg, P.A.
1000 NW 57th Court, Suite 600
Miami, FL 33126

JOSEPH CENTORINO
EXECUTIVE DIRECTOR
GENERAL COUNSEL

Re: INQ 12-117, Limitations on Doing Business with the County

Dear Mr. Travis:

MICHAEL P. MURAWSKI
ADVOCATE

On July 12, 2012, you asked about limitations in contracting with the County through the legal firm of Sandler, Travis & Rosenberg, P.A. Your daughter, Hydi Webb, is employed by the Seaport Department as the Manager of Seaport Business Development.

MIRIAM S. RAMOS
DEPUTY GENERAL COUNSEL

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 daughter's duties to the County.

This means that Hydi Webb shall not participate in determining the contract requirements or in awarding the contract. Additionally, none of Ms. Webb'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 Sandler, Travis & Rosenberg, P.A., shall not enter into contracts with the Miami-Dade County Seaport Department.

This opinion construes the Miami-Dade County Ethics Code as it applies to County employee-vendors at Sec. 2-11.1 (c)(2) 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: Hydi Webb at Hydi@miamidade.gov