

OFFICE OF THE INDEPENDENT ADVOCATE
REPORT OF INVESTIGATION

K #: K09-153

Date Opened: 11/13/2009

Date Closed: 12/22/2009

Name of investigator: Breno Penichet

Allegation:

This Investigation is predicated upon information received in the form of a phone call from Mr. Paul Javis, alleging that the wife of the Vice Mayor of Surf Side, was using her position to obtain business for the place where she works witch sells the City the Plaques and trophy's for the various departments.

Section 2-11.1 of the Code of Miami-Dade County, the County's Conflict of Interest and Code of Ethics Ordinance. (d) Further prohibition on transacting business with the County. No person included in the terms defined in Subsections (b)(1) through (6) and in Subsection (b)(9) shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which he or any member of his immediate family has a controlling 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 subsection shall render the transaction voidable. The remaining provisions of Subsection (c) will also be applicable to this Subsection as though incorporated herein by recitation.

Investigation:

On 12 November 2009 COE Investigator Penichet received a telephone call from Mr. Paul Jarvis who advised that Ms. Kathy Imberman the wife of the Vice Mayor of Surfside is employed by the company that sells all the Plaques and Trophy's to the town and that she may be influencing the desissicion as to why the town purchases the merchandise from them. Jarvis was unable to provide the name of the company but he was sure that there was a no bid contract given to the business in order to by-pass the standard procurement process.

COE Investigator Penichet contacted Ms. Debra Eastman Town Clerk, via phone and requested copies of any contracts with Crown Trophy, the establishment Identified as the provider of the Plaques and Trophy's to the town. Eastman advised Investigator Penichet via email that the Town of Surfside did not have a contract with Crown Trophy; the town however uses their services from time to time when the need arises.

COE Investigator Penichet contacted Crown Trophy via phone and spoke to a female who identified herself as Kathy Imberman. After explaining the purpose for the call Imberman advised she was an independent contractor who performed graphic design work for Crown Trophy on an as need it basis.

Ms. Imberman agreed to meet with COE Investigators along with her Husband on 12/09/09, and provide proof of her involvement with Crown Trophy and the fact that she conferred with the Town Attorney on this issue and no conflict was raised by the Town.

On 12/07/09 COE Investigators A. Skinner and B. Penichet met with Ms. Kathy Imberman and her husband Vice Mayor Mark Imberman, 13503 Biscayne Blvd NMB Fl.

Ms. Imberman advised that she is President of Techno Tots Inc. dba The Imberman Group; she does work for Crown Trophy as a graphic designer and works on many projects as needed. Ms. Imberman advised that at no time has she used her influence to get any town contracts for the company, in fact the owner Mr. Bob Fisher is the one that negotiates with the Town and he does it directly with the individual department Police, Recreation, ect. Ms. Imberman also advised that when this complaint was brought to her attention she wrote a letter to the Town Attorney and no problems where noted. Ms. Imberman provided copies of invoices from her company showing charges to Crown Trophy, she also provided a letter from Mr. Bob Fisher owner of Crown Trophy showing the amount of moneys paid to the store by Surfside in between 2008 and 2009.

(All documents are included in file)

COE Investigators also spoke to Mr. Mark Imberman; he advised that as the Vice Mayor of the Town Of Surfside he has never voted on any resolution or any type of legislation that would authorize the town to give Crown Trophy a contract. Mr. Imberman is aware that different town department do purchase products from the store but usually they are minor purchases that fall far short of the thresh hold of council action. Mr. Imberman advised that he is well aware that he would not be to participate in any type of vote concerning Crown Trophy.

CONCLUSION:

After discussing these facts with the Advocate it was decided by him that no violation of the Conflict of Interest and Code of Ethics ordinance occurred.