



Miami-Dade Commission on Ethics & Public Trust

Investigative Report

Investigator: Robert Steinback

Case K-13-068	Case Name: Henry Torre	<u>Date Open:</u>	<u>Date Closed:</u>
Complainant(s): Anonymous	Subject(s): City of Miami Director of Public Facilities Henry Torre	April 24, 2013	May 28, 2013

Allegation(s):

On April 24, 2013, an anonymous complainant sent a letter to the COE office alleging that the subject, City of Miami Director of Public Facilities Henry Torre, was in violation of the County Conflict of Interest rule against having supervisory duties over a contract with a private contractor company, Terranova Corporation, within two years of working for that company. The complainant accused Mr. Torre of "Greasing up his friends with sweet city deals . . . Henry came to the City Feb. 2012, but he is already sending business to his old friends at Terranova, and it has not been two years since he left Terranova."

Relevant Ordinances:

The complaint accuses Mr. Torre, at a minimum, of violating Sec. 2.11.1 (x) of the Conflict of Interest and Code of Ethics Ordinance, which states that "No person [department personnel or employee], who was previously employed by or held a controlling financial in a for-profit firm, partnership or other entity shall, for a period of two years following termination of his or her prior relationship with the business entity, perform any County contract-related duties regarding the business entity, or successor in interest, where the business entity is a County bidder, proposer, service provider, contractor or vendor." The code states that "contract-related duties" include "contract enforcement, oversight or administration" of the contract. The complainant implies that Mr. Torre might also be in violation of Sec. 2-11.1 (g), which prohibits exploitation

of official position “to secure special privileges or exemptions for himself or herself or others...”

Investigation:

Document

This investigator obtained copies of Mr. Torre’s City of Miami personnel file, including his résumé. These documents indicated that Mr. Torre was employed by Terranova Corp. as Director of Operations from Sept. 2005 until June 2010. He then left to start his own company, Quadra Realty LLC, and worked there as principal until October 2011. Mr. Torre was hired by the City of Miami on Feb. 7, 2012 as Director of Public Facilities. In this position, Mr. Torre has supervisory responsibility over city-owned property and leases thereon.

News reports and interviews determined further that the City of Miami in July 2011 awarded a contract to Terranova Corp. to secure and manage leases on retail space in three city-owned parking garages at Marlins Park.

The Terranova Corp. contract was in place before Mr. Torre was hired in February 2012, which obviates any allegation that Mr. Torre played a role in the securing of the contract. However, on the date of his hire, Mr. Torre was still within the two-year exclusionary period against public employees having supervisory responsibility over contracts with a prior private employer. That exclusionary period did not expire until June 2012, approximately five months later.

Interviews

Deputy City Manager Alice Bravo and Miami Deputy City Attorney Warren Bittner, at the City Manager's office at Miami City Hall, Wednesday, May 22, 2013, 2:45 p.m.

On her own initiative, Ms. Bravo invited Mr. Bittner to sit in on the conference. Mr. Bittner would not consent to an electronic audio recording of the meeting.

This investigator explained to Ms. Bravo and Mr. Bittner the nature of this inquiry, the allegations against Mr. Torre, and the documentary evidence noted above. This investigator stated that Mr. Torre, by the very nature of his role as Director of Public Facilities, arguably had responsibilities of "enforcement, oversight or administration" over the contract.

Neither Ms. Bravo nor Mr. Bittner disputed the facts detailed above. Ms. Bravo offered two contextual points; first, that Mr. Torre could not have shown any inappropriate favoritism toward Terranova or benefited personally in any way because during the period in question, Terranova did not succeed in finalizing any leases at the ballpark.

Second, Ms. Bravo sought to minimize the oversight role Mr. Torre would play with such a contract, pointing out that any lease deals would have to come across her desk, the City Manager's desk, and then be forwarding to the Miami Parking Authority, whose board would have the opportunity to vote on the leases. Ms. Bravo admitted, however, that meetings between Terranova, lease manager Jamil Frazier, previous Public Facilities Director Madeleine Valdez and herself were held about every other week, and that these meetings continued after Henry Torre replaced Valdez, which reinforces Mr. Torre's administrative oversight role. Still, Ms. Bravo described Mr. Torre as "a small cog in the wheel," despite the apparent heft of his title.

The conversation concluded at approximately 3:20 p.m.

Henry Torre, by telephone, Tuesday, May 28, 2013, approximately 11:42 a.m.

This investigator spoke briefly with City of Miami Director of Public Facilities Henry Torre regarding this complaint. He was aware of the nature of the complaint having spoken previously with his supervisor, Miami Deputy City Manager Alice Bravo.

Mr. Torre told me that he simply was not aware of the two-year exclusion rule at the time he accepted the job of Director of Public Facilities in February 2012. He offered no mitigating or countervailing details or evidence.

Mr. Torre did say, echoing Ms. Bravo's comments last week, that his recollection was that no leases were signed with Terranova during the exclusionary period, which is borne out by public reports.

The conversation concluded approximately 11:46 a.m.

Conclusion(s):

From documentary evidence and testimony, City of Miami Public Facilities Director Henry Torre had duties including supervision, contract enforcement, oversight and administration regarding the Terranova Corporation's Marlins Park garage lease contract with the City for approximately five months between February and June 2012. This time period was within the two-year prohibition against former employees of a private company playing such a role over contract with that company as outlined in Sec. 2-11.1 (x). The two-year exclusionary period expired in June 2012. Neither Mr. Torre nor his supervisor offered any evidence to the contrary.

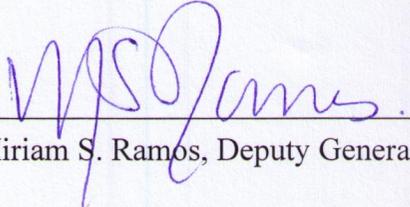
Mr. Torre could not have influenced the signing of the Terranova contract with the city, which preceded his hiring. Further, evidence does not indicate that Mr. Torre, Terranova Corp. or any of its officials benefited from Mr. Torre's position in any discernible way, given, most notably, that Terranova Corp. was not successful in signing any leases for the retail space at the garages during the period in question. No evidence supports the complainant's allegation that Mr. Torre was arranging "sweet city deals" for his friends or "sending business to his old friends at Terranova."

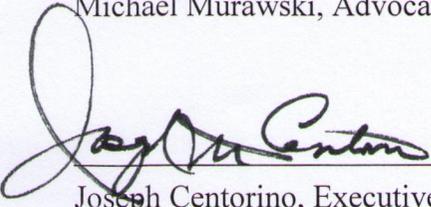
Turned over to Advocate for Probable Cause recommendation.

Robert Steinback, COE Investigator

Approved by:

Michael Murawski, Advocate


Miriam S. Ramos, Deputy General Counsel


Joseph Centorino, Executive Director