



**Miami-Dade Commission on Ethics & Public Trust**

**Investigative Report**

**Investigator:** Karl Ross

<b>Case No:</b> K14-127	<b>Case Name:</b>	<b>Date Open:</b>	
<b>Complainant(s):</b> OIG Referral	<b>Subject(s):</b> Village of El Portal Mayor Claudia Cubillos	Dec. 3, 2014	<b>CASE CLOSED</b>

**Allegation(s):**

Date: \_\_\_\_\_

It was alleged that El Portal Mayor Claudia Cubillos (Cubillos) is “having her and her husband’s dry cleaning done by Shorecrest Cleaners as part of the City’s contract for the dry cleaning of police uniforms,” according to information provided by the Miami-Dade County Office of the Inspector General (OIG). The information was received via the OIG.

**Relevant Ordinances:**

Miami-Dade County Code, Sec. 2-11.1(g), Exploitation of official position prohibited, stating in applicable part that no person ... “shall use or attempt to use his official position to secure special privileges or exemptions for himself or others ...”

**Investigation:**

***Interviews***

Information was provided to the effect that an employee of the Shorecrest dry cleaners at 8425 Biscayne Boulevard was told by Mayor Cubillos that she needed to continue to allow the mayor to get free dry cleaning for herself and her husband as part of the city's contract.

The employee in question – Lissette or “Lizzie” – has a young daughter who was allegedly attending a daycare center or school run by Cubillos. The mayor allegedly had a “verbal agreement” with the employee that she would provide dry cleaning in exchange for allowing her daughter to attend the school.

The possible exploitation would have occurred when the employee removed her daughter from the mayor's school, but was told she would still need to continue to provide free dry cleaning services as part of the city's contract.

Lizzie Tome

Michael Angela's Dry Cleaners

11075 NE 6<sup>th</sup> Avenue

Jan. 16, 2015

Tome was asked to respond to the allegations prompting the investigation, and stated that her dry cleaning business did service the Village of El Portal's police department. She said the monthly tab was usually no more than \$130. She further advised that Cubillos is a customer. She said her (Tome's) youngest daughter used to attend Cubillos' school, Miss Claudia's Village Academy. She said that back in about November 2013, after her oldest daughter was left in a coma following an ATV accident that she fell into some financial hardships and lost a child-care subsidy for working mothers she had been receiving.

Tome said that she thought she was going to have to take her younger daughter out of the school for financial reasons even though her daughter was happy there, but Cubillos told her she could continue to attend. Tome said she never had an explicit agreement to provide free dry cleaning to Cubillos and her husband in exchange for the pre-school tuition, but added: “In what mind am I going to charge her for dry cleaning when she's not charging me?”

Tome said her relationship with Cubillos began to falter when Cubillos, then a mayoral candidate, made disparaging remarks about a friend of hers who serves on the El Portal police force (Sgt. Ronny Husnagel). Tome said she tried to remain neutral during the political campaign, but that on three occasions Cubillos expressed to her that she planned to take reprisals against “Ronny” if she were elected mayor, using harsh expletives.

She said that after removing her daughter from the school, she told Cubillos she would give her six months of dry cleaning, but added that it had nothing to do with her contract with the village police department. She said she was careful not to “mix” her personal affairs with those of the city. She said that extended the dry cleaning service as a courtesy and out of

consideration for Cubillos allowing her daughter to attend the school when she could not afford it.

Tome said that at no time – contrary to the allegation – did Cubillos invoke her position as mayor or the contract with the police department to receive free dry cleaning. She said she told the mayor she would give her six months of additional service some time shortly after Halloween, or at about the time of the municipal election in early November.

On Jan. 17, a copy of the interview notes was sent to Tome for her review.

Ms. Cubillos advised that she did have an informal agreement with the owner of Michael Angela's Dry Cleaners to allow her daughter to remain enrolled in her academy in exchange for dry cleaning services. She said this was, in effect, a "bartering" arrangement that both sides entered into and stressed that it in no way involved the city's dry cleaning business. She said that she was charging the owner's daughter \$75 a week for tuition, and that she would estimate the value of the dry cleaning services she and her husband received at no more than \$40 per week. She said she felt the cost of the tuition far exceeded the value of the dry cleaning services, but said she did not feel this was a problem and was satisfied with the arrangement, which is slated to end in June of this year. She said that if the arrangement were viewed as somehow being improper she would discontinue it at once.

Jason Walker, Village Manager

El Portal, FL

March 12, 2015

Mr. Walker advised that Michael Angela's Dry Cleaners is not a city vendor. He said that under the city's agreement with the PBA, the city is responsible for paying for the dry cleaning of police officers' uniforms. He said the city's only request is for the department to use the most affordable dry cleaner in the area. He said the police department will check prices from time to time and use the most economical dry cleaner. He said that, for a time, the department used another dry cleaner, but that Michael Angela's dropped its prices to keep the city's business. He said Michael Angela's is not a city vendor and does not have a contract. He said that sometimes he complains to the owner because she forgets to bill the city.

*Document/Audio/Video Review:*

A review of incorporation records showed that Tome, the witness in this matter, is the sole officer and registered agent for Michael Angela's Dry Cleaners, LLC.

**Conclusion(s):**

The investigation showed the information provided by former El Portal Mayor Daisy Black (Black) was only partially true. First of all, the dry cleaners in question was not Shorecrest Cleaners as initially reported; it was Michael Angela's Dry Cleaners. Tome's daughter did attend Cubillos' school, for a time, free of charge, due to financial hardships. It was also corroborated that, during this time, Tome was not charging Cubillos or her husband for their dry cleaning. The investigation did not find any linkage, however, to the city's business relationship with Michael Angela's Dry Cleaners, as alleged by Black in her original complaint.

Tome stated that at no time did Cubillos invoke her position as mayor or use the city's agreement with the dry cleaner as leverage to obtain a benefit for herself in the form of free services. Cubillos did provide adequate and lawful consideration (in the form of free tuition to Tome's daughter) in return for the receipt of dry cleaning for the period of time in question. The provision of this consideration by Ms. Cubillos, essentially a "barter" removes the receipt of dry cleaning services from the gift provision. Were it not for the free tuition extended to Ms. Tome's daughter in exchange for the dry cleaning services (the cost of which exceeded the cost of the dry cleaning services) Ms. Cubillos would be required to file a gift disclosure. Moreover, reducing the agreement to writing (instead of relying on a verbal agreement) would have been prudent, not only to clearly demonstrate the parties intentions but to provide full transparency.

Although the filing of a complaint is not warranted under this unique set of circumstances, in order to avoid even the appearance of impropriety, Ms. Cubillos should terminate her relationship with Michael Angela's Dry Cleaners and refrain from entering into similar arrangements in the future.

Florida Statute 112.313 (7) states in pertinent part:

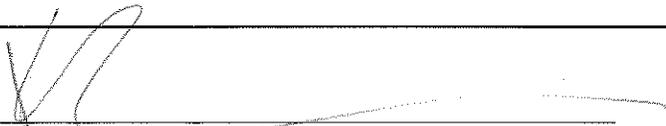
*"No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee..."* (emphasis added)

Even though Michael Angela's Dry Cleaners is not, technically, a village vendor, it does receive funds from the village which may bring it into the purview of §112.313 (7).

The corresponding section of the Conflict of Interest and Code of Ethics ordinance is section 2-11.1 (u) entitled Prohibition on certain business transactions. This ordinance prohibits an elected official from "entering into a business transaction with any person or entity that has a contract with the [village]...unless said business transaction is an "arms-length transaction"

made in the ordinary course of business.”

Again, the village does not “have a contract” with Michael Angela’s which technically takes it out of the strict purview of 2-11.1 (u).



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Karl Ross, COE Investigator

Approved by:



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Michael Murawski, Advocate



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Joseph Centorino, Executive Director

4/17/15  
Date Closed