
From: Diaz-Greco, Gilma M. (COE)
Sent: Wednesday, September 02, 2015 9:07 AM
To: Sanchez, Rodzandra (COE)
Subject: Jessica Weiss, Town of Surfside Tourist Board (Contracting with Town) INQ 15-196

INQ 15-196 Weiss

From: Centorino, Joseph (COE)
Sent: Tuesday, September 01, 2015 4:26 PM
To: 'Jessica Weiss Levison'
Cc: Linda Miller (lmiller@townofsurfsidefl.gov); 'jgraham@townofsurfsidefl.gov'; Diaz-Greco, Gilma M. (COE); Perez, Martha D. (COE)
Subject: RE: INQ 15-196 Jessica Weiss, Town of Surfside Tourist Board (Contracting with Town)

Ms. Weiss:

In response to your follow up questions:

The prohibition in questions is a blanket probation against your company's involvement in the contract while you are a member of the board, regardless of whether you vote on it. This is a structural conflict rather than a voting conflict, which may be avoided simply by recusal.

If your company would be involved in a contract with the Town for the provision of goods for events occurring during January – April 2016, while you would be sitting on the board overseeing the events, then it would apply to those events and either you would have to rescind those contracts in advance or else not sit on the board.

Sincerely,
Joe Centorino

From: Jessica Weiss Levison [<mailto:missjessweiss@gmail.com>]
Sent: Tuesday, September 01, 2015 4:15 PM
To: Centorino, Joseph (COE) <CENTORI@miamidade.gov>
Subject: Re: INQ 15-196 Jessica Weiss, Town of Surfside Tourist Board (Contracting with Town)

Thank you for rendering an opinion. May I ask -

Does this apply even if I abstain from voting on issues relating to these two events?
Does this apply to Third Thursdays for January - April 2016, which were already decided upon by the Tourist Board prior to my late-term appointment?

Sent from my iPhone

On Sep 1, 2015, at 4:06 PM, Centorino, Joseph (COE) <CENTORI@miamidade.gov> wrote:

Ms. Weiss,

I have conferred with Town Attorneys Linda Miller and Jane Graham regarding your conflict inquiry concerning your prospective service on the Town of Surfside Tourist Board. It is my understanding that

you and your private company, Serendipity, have been considered a Town vendor in supplying ice cream and popcorn for past Town events. These events, that you would like your private company to continue being involved with, Family Fun Day and Third Thursdays, are funded out of an allocation of resort tax monies, a Town assessment. The Tourist Board acts as the Resort Tax Board for the purpose of expending resort tax monies allocated to it by the Town, which has been 1/3 of the total resort tax receipts. The board makes decisions concerning the allocation of funds for each of these events. The Tourist Board Director, who is appointed by the Town Manager, but is under the general supervision of the Tourist Board for its activities, makes decisions concerning how to spend the funds that are allocated to the events. His decisions and the oversight of the expenditure of the resort tax monies fall under the general oversight of the Tourist Board.

Section 2-11.1(c)(3) of the County Code of Ethics, which applies to members of municipal advisory boards contracting with their respective municipalities, prohibits members from contracting with any agency or department of the municipality which is subject to the "regulation, oversight, management, policy-setting or quasi-judicial authority of the board of which the person is a member." Under the circumstances of these events and your company's continued involvement in them, it appears that the contracts that you would be entering into with the Town do fall under the regulation, oversight, management, and policy-making of the Tourist Board. Accordingly, it is my opinion that in the event that you begin service on the board, you and your company would no longer be able to contract with the Town to supply ice cream and popcorn for these town events.

Please let me know if you have any further questions concerning this opinion.

Sincerely,

Joseph M. Centorino
Executive Director and General Counsel
Miami-Dade Commission on Ethics and Public Trust

From: Jessica L. Weiss [<mailto:missjessweiss@gmail.com>]
Sent: Monday, August 31, 2015 9:10 AM
To: Centorino, Joseph (COE) <CENTORI@miamidade.gov>
Subject: Conflict Inquiry

Mr. Centorino:

I kindly request your opinion on the following matter. I am an attorney, a Surfside resident and also the owner of Serendipity, an ice cream shop located in Surfside. The nature of my inquiry relates to Serendipity.

Serendipity has been supplying ice cream and popcorn for two specific Town events for several years now: "Family Fun Day" since January 2009 and "Third Thursdays" since January 2013.

This week I was appointed as a member of the Tourist Board and I would appreciate your opinion regarding whether I may continue to provide ice cream and popcorn for these two specific events for which I was contracted long before my appointment, and for which I had no bearing on the decision. Please note that I supply the ice cream and popcorn at or near cost.

Thank you in advance for your time and attention.

Jessica Weiss Levison, Esq.