

Case Number: K 06-022

Re: NASDAQ 100 TENNIS TOURNAMENT / CITY OF MIAMI INCIDENT

Details

COE Investigator Kennedy Rosario first became aware of a possible violation of the Miami-Dade County Ordinance concerning exploitation of official position via a faxed copy of a letter addressed to Vivian Donnell-Rodriguez, Director Miami-Dade Parks and Recreation and signed by City of Miami Chief of Operations / Assistant City Manager Alicia Cuervo Schreiber.

The undated letter in question chronicles a quid pro quo arrangement between the City of Miami and Miami-Dade County for the '2006 Nasdaq-100 Open Tennis Tournament Additional Parking Needs'.

The last paragraph of this letter states; **In lieu of a fee payment**.....the City of Miami requests (5) sets of tickets, including parking for Commissioners and (10) additional sets for executive staff.

Investigator Rosario contacted Donnell-Rodriguez who advised that the request was "ridiculous" and further explained that tournament tickets received by Miami-Dade County are part of a contractual sponsorship between the Parks Department and Nasdaq-100 and as such are not complimentary tickets. Due to a County Attorney edict these tickets historically are given to the County Manager for distribution. The City of Miami through out the years has been given a certain amount of the tournament tickets but never in exchange or in lieu of any City of Miami imposed fees. To Donnell-Rodriguez' recollection this is the first time such a "in lieu of" request by the City of Miami has occurred.

Investigator Rosario contacted Miami-Dade County Assistant Manager Alex Munoz who reiterated the County's policy and Donnell-Rodriguez' assessment of the Cuervo-Schreiber request.

Shortly there after Munoz called COE Investigator Rosario advising him of a an e-mail "Clarification" he had received from Cuervo-Schreiber.

In said e-mail the following verbiage concerning this matter is included:

The City is **not** exchanging parking spaces for tickets and has never done so..... I apologize for not making the letter clear and have attached last year's agreement and the time extension for your review. It is unfortunate that one of three letters between parties was distributed and what was to be a good deed to reward city employees was tarnished because of my oversight.

On February 15, 2006 COE Advocate Michael Murawski and Coe Investigator Rosario met with Alicia Cuervo-Schreiber also in attendance ("for management training") were City of Miami employees Vivian Romero and Peter Bockweg.

Cuervo-Schreiber explained the historical quid pro quo arrangement between the City and the County. It was explained to Cuervo-Schreiber that said arrangement was not the issue, rather the possible Miami-Dade County Code of Ethics violations inherent in an "in lieu of" exploitation of her official position.

Name & Signature:	Kennedy Rosario, Investigator	Date: Item #:
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Cuervo-Schreiber was apologetic blaming her assistant, Vivian Romero for not correctly authoring the letter in the same format as in years prior.

Cuervo-Schreiber uttered a “mea culpa” in not “proofreading” the letter prior to its transmittal.

Cuervo-Schreiber explained that her intent was to reward staff employees for all the hard work they did during last year’s hurricane season.

Cuervo-Schreiber did mention that said request was “OK’d” by her boss, City Manager Joe Arriola who made a brief appearance during the meeting but was not a participant in the discussion.

Copies of all the above mentioned documents have been made a permanent part of the case file.

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