

**OFFICE OF THE INDEPENDENT ADVOCATE
MIAMI-DADE COUNTY COMMISSION ON ETHICS & PUBLIC TRUST**

REPORT OF INVESTIGATION



K #: 11-005

Date Opened: January 10, 2011

Date Closed: May 27, 2011

Name of Investigator: Manuel W. Diaz

Allegation:

The Miami New Times carried a news article in its January 13, 2011 edition, which alleged that City of Miami Commissioner Marc Sarnoff (Sarnoff) may have abused his official position when using City parking which was identified for "Commissioners" only. The parking is located in a City of Miami parking lot. The City of Miami Parking lot is located near Sarnoff's private law office. The news article cited the CrespoGram report as a source.

Applicable Legislation:

Section 2-11.1 of the Code of Miami-Dade County, the County's Conflict of Interest and Code of Ethics Ordinance:

(g) Exploitation of official position prohibited. No person included in the terms defined in Subsections (b) (1) through (6) and (b)(13) shall use or attempt to use his or her official position to secure special privileges or exemptions for himself or herself or others except as may be specifically permitted by other ordinances and resolutions previously ordained or adopted or hereafter to be ordained or adopted by the Board of County Commissioners.

Investigation:

CrespoGram Report:

The online blog for January 5, 2011, was reviewed and found to contain the following:

1. Sarnoff has moved his offices from Coconut Grove and is sharing offices with Solowsky and Allan P.L.
2. Sarnoff is the Chair of the Miami Downtown Development Authority (DDA).
3. Sarnoff has obtained an occupational license.
4. In 2008, Jay H. Solowsky (Solowsky) a former member of the (DDA) obtained a "conflict of interest" release from the City of Miami which allowed him to work as outside counsel for the DDA. (08-77800 CA)
5. Between September 26, 2008 and August 2, 2010, Solowsky was paid \$59,390.75 by the DDA.
6. Solowsky is a long time supporter of Sarnoff.
7. Sarnoff parks his vehicle in a restricted "Commissioner" parking spot when going to work at Solowsky's law office.

Additional Information: (news articles in file)

1. On June 5, 2008, Solowsky was selected as a DDA Board Member.
2. Solowsky resigned from the DDA in December of 2008 after City Attorney Julie Bru recommended that the DDA employ Solowsky to represent the DDA in 08-77800 CA. During the DDA's December 19, 2008, meeting the Board passed a Resolution authorizing the expenditure of attorney's fees and costs for the engagement of Jay H. Solowsky ESQ. and Solowsky and Allen P.L., as outside counsel for the DDA in a proceeding filed by Milan Investment Group, Inc (08-77800). Sarnoff was not a member of the DDA at the time.

Interviews:

Arthur Noriega – Executive Director, Miami Parking Authority (MPA)

Noriega advised that the MPA owns a parking lot (lot # 20) located in front of the Inter-Continental Hotel (100 Chopin Plaza). One of the slots is designated and is posted as “Commissioner” parking. (See photographs in file). Noriega advised the parking was designated at the request of former City Commissioner Sanchez who, at the time, was the Chairperson the DDA.

Marc Sarnoff – Commissioner, City of Miami

Sarnoff was interviewed via telephone. He was advised as to the scope of the investigation. He advised that he is a member of the Board of Directors of the DDA representing the City of Miami. He advised that he currently subleases office space at Solowsky & Allen, P.L. The firm is located at 201 S. Biscayne Blvd. Sarnoff advised that he does not use the City’s “Commissioner” parking while at his Solowsky and Allen law office. He noted that he is provided with covered parking within the building. He believed that the parking was provided at no cost, but would have to check with his accountant.

Sarnoff advised that he may use the Commission parking spot twice a month when he is attending DDA meetings or performing other activities in conjunction with his role as an elected official. He does not use the parking spot when working in office that he has sublet from Solowsky and Allen, P.L.

Sarnoff was interviewed on May 24, 2010 in the COE office. He was represented by John C. Dellagloria Esq., 210 S Biscayne Boulevard Fl. 17 Miami, Florida 33131. During the interview he explained the sub-lease arrangement. He also provided the following copies of documents which have been included in the investigative file.

1. Letter – Sarnoff & Bayer to Jay Solowsky, Esquire, dated December 13, 2010 dealing with the effective date of the sublet agreement.
2. Solowsky & Allen statement to Sarnoff & Bayer, P.A. dated May 2, 2011.

3. Cancelled check Sarnoff & Bayer to Solowsky & Allen for rent – Dec.–May.
4. Deposit slip from the law Offices of Solowsky & Allen.
5. Executed consent to sub-sublease dated April 28, 2011.
6. Record of payment for Dec.-May from Sarnoff & Bayer for parking.

Jay Solowsky - Jay Solowsky & Allen, P.L. 201 S. Biscayne Blvd. Miami, Florida.

Solowsky was interviewed via telephone. He advised that Solowsky and Allen sublet space from a larger law firm. He confirmed that the Sarnoff and Bayer law firm has sub-sublet a portion of his offices since December 12, 2010. The sub-sublet agreement was signed between Solowsky & Allen, P.L. and Sarnoff and Bayer prior to obtaining approval from the building management company or the law firm that Solowsky sublets from. Solowsky requested approval to sub- sublet several months ago, but for some unknown reason the approval has been delayed. As of the date of the interview, Sarnoff and Bayer had not made any payments. Solowsky advised that once the approval is received Sarnoff and Bayer will make all payments due. Solowsky advised that he hopes to receive approval during the week of April 17, and will provide copies to the COE for review.

Locations:

201 S. Biscayne Boulevard, where Solowsky and Allen is located adjacent to 100 Chopin Plaza.

201 S Biscayne Boulevard is located across the street from 200 S. Biscayne Boulevard.

Sub-Sublet Agreement Sarnoff & Bayer/Solowsky & Allen P.L.

The agreement was reviewed on March 3, 2011. The agreement was effective December 7, 2010. The agreement had the following provisions:

Duration : 1 year

Lease Fee: The total is \$1500.00 per month.

Requirements: Security Deposit (1 month) and Insurance.

Miami Downtown Authority – Sarnoff at the time of this writing is the Chair of the DDA. Meetings for the DDA are held at 200 S. Biscayne Boulevard, Suite 2929.

City of Miami, Office of the City Attorney of Miami, RE: Sublease of Professional Office Space in Private Capacity. Matter ID NO.: 10-3509

The opinion was requested by Commissioner Marc Sarnoff. The opinion was prepared by Maria J. Chiaro, Deputy City Attorney, and was dated December 6, 2010.

Chiaro opined that there is no prohibited legal conflict if Sarnoff entered into professional office space legal agreement with a business entity whose principal had served as a member of the DDA and provided the agency with free legal advice, as long as it was an arms-length transaction made in the ordinary course of business.

Summary of Investigation:

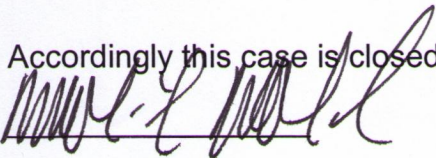
1. The Miami New Times carried an article that City of Miami Commissioner Marc Sarnoff, may have abused his position by using a City restricted parking spot while working at his private law practice.
2. The Executive Director of the MPA verified the existence of the “Commissioner” parking spot in City lot #20 and its purpose.
3. Sarnoff advised that he uses the City parking in lot #20 for official business.
4. Sarnoff has a sub-sublease agreement for office space with the offices of Solowsky & Allen P.L. at 201 Biscayne Boulevard.
5. Sarnoff advised that he is provided with covered parking at 201 S. Biscayne Boulevard, so there is no need for him to use the City’s restricted parking spot.
6. Solowsky was appointed to the DDA Board in June of 2008. He resigned from the DDA in December 2008.
7. Sarnoff was not a member of the DDA during the time that Solowsky was a member.

8. The DDA authorized the hiring of Solowsky (Solowsky & Allen P.L.) in December 2008 at the recommendation of the Office of the City Attorney.
9. Sarnoff sought an opinion from the City of Miami, Office of the City Attorney, prior to entering into the sub-sublease.
10. Prior to interviewing Sarnoff, this investigator visited City of Miami Parking lot on three occasions to determine if the "Commissioner" parking was occupied. Each time the parking spot was found to be vacant.
11. Sarnoff provided documentation dealing with the sub-sublet lease agreement, as well as proof of payment of the \$1500.00 rent and separate payment for parking.

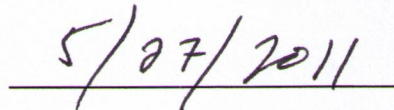
Conclusion -

There seems to be no merit to the allegation that Commissioner Sarnoff is receiving "free" use of office space or that he is wrongly using the designated "official use only" parking spot.

Accordingly this case is closed.



Michael P. Murawski, Independent Advocate



Date