



Miami-Dade Commission on Ethics & Public Trust
Report of Inquiry

Investigator: Sylvia Batista

Case: PI17-026	Case Name: Mary Niedergall	Date Opened: 06/26/17	CASE CLOSED
Complainant(s): N/A	Subject(s): Release of towed vehicle.		

Date: 8/9/17

Allegation(s):

The COE received an e-mail from Truth Betold informing the COE about an alleged violation committed by Mary Niedergall (Niedergall), a parking dispatcher at the City of Miami Beach. According to the e-mail, Niedergall used her position and influence to have her vehicle released from Beach Towing at no cost to her.

The COE initiated a preliminary inquiry in order to determine whether a violation occurred.

Relevant Laws:

The Conflict of Interest and Code of Ethics Ordinance, Sec. 2-11.1(g) Exploitation of official position prohibited.

No person included in the terms defined in Subsections (b)(1) through (6) and (b)(13) shall use of attempt to use his or her official position to secure special:

privileges or exemptions for himself 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.

Interviews:

08/04/17 - Mary Niedergall, Parking Dispatcher, City of Miami Beach –

Niedergall said that she was aware of the anonymous information delivered to various agencies, including the COE, informing them of the waived Beach Towing fee.

The City, having been informed of the incident, prepared an agreement giving her an option to accept a three (3) day suspension and pay the reduced towing rate of \$218. Niedergall said that the agreement said the special resident fee was \$298, but that was an error, and it is actually \$218. Niedergall said that she paid the fee, was suspended for three days, and is on probation with the City until Memorial Day weekend of 2018.

Niedergall said that she used to be a meter maid for the City and then her position was changed to parking dispatcher. Niedergall explained that on 10/25/16 her car was towed by Beach Towing and she called one of the supervisors in her section. The supervisor checked out the situation and told her that her car should not have been towed. The day after her car was towed (10/25/16) she went to pick up the car. She was recognized by the guy at the window at Beach Towing who asked her what she was doing there. She told him that she was there to pick up her car which had been towed. He told her to just take the car. It did not cross her mind or anyone else's that this would be a problem. The person who did not charge her the towing fee is no longer there.

Niedergall said that she did not ask for the fee to be waived, they just took it upon themselves to waive it. Apparently someone who dislikes her passed the information on to the City and to the COE. Everything is settled now, but she is on probation until Memorial Day of next year.

Document Review:

The following documents were produced by the City in response to a public records request from the COE delivered on 7/25/17:

- 05/30/17 – Last Chance Agreement and General Release (the Agreement) entered into

by Niedergall and the City. The parties agree to the terms of the Agreement, and acknowledge that disciplinary action is pending seeking Employee's dismissal due to the violation of Citywide Policy CM.07.01 and Rule X Section 2.25- *has engaged in or failed to report any violation of law or ethics*, for using her position with the City to have a \$351 towing fee waived after having violated City parking regulations.

Employee requests that the City mitigate the discipline to be administered against her and allow her to receive a lesser discipline in the form of a three (3) day suspension, one (1) year probationary period and payment of \$298 to Beach Towing for the City resident discounted rate of \$298;

The City agreed to reduce the discipline as stated. Employee will be permitted to continue working as a Parking Dispatcher and serve in a probationary capacity for one (1) calendar year. Employee agrees to enter into a separation agreement with the City if she fails to comply with all the terms and conditions of the Agreement;

The City will not invoke the *Irrevocable Letter of Resignation* signed simultaneously with the Agreement unless the disciplinary action for the event rises to the level which would require a written reprimand pursuant to the *City of Miami Beach Work Rules, Policies and Procedures*.

Employee releases any known and unknown rights and claims which she had, or may have against the City. The waiver bars any claim or demand for costs, fees, or other expenses including attorney's fees incurred in connection with any of Employee's claims. The Employee agrees that the General Release portion of the Agreement shall remain effective after the Agreement expires;

Employee was given twenty-one (21) days to consider the Agreement;

Employee may revoke the Agreement for a period of seven (7) days following its execution; and

Employee acknowledges that she has read, understood and fully considered the terms of the Agreement and General Release.

- 5/25/17 – Irrevocable Resignation letter signed by Niedergall voluntarily resigning from her employment with the City effective immediately, pursuant to the terms of the Agreement.
- Miami Beach Police Property Management Unit Auto Impound Form listing Niedergall's vehicle, a Kia Soul, towed on 10/25/16.
- Beach Towing vehicle storage receipt for \$351 stamped "refund."
- Beach Towing vehicle storage receipt for \$351 stamped "refund" reflecting a towing discounted rate for residents of \$298;

- Request to Release Towed Vehicle dated 10/26/16 of Niedergall's Kia Soul. The form reflects that the reason for release of the vehicle was that the "car belongs to Mary (parking dispatcher)."
- Impounded Vehicle Entry of Niedergall's vehicle; and
- Parking violations issued to Niedergall on 10/25/16

Conclusion:

The City, having been informed of the matter, addressed Mary Niedergall's towing incident by suspending her for three days, making her pay the reduced towing fee for City residents, and placing her on a one-year probationary period. Since the City has handled the incident and assigned appropriate responsibility on Niedergall, this matter can be closed with no further action.



 Sylvia Batista, COE Investigator

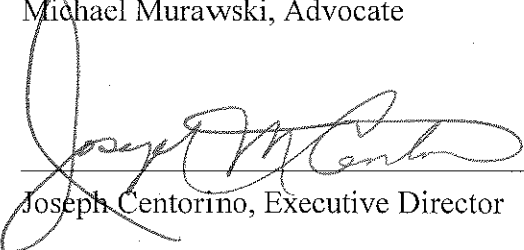
Date: 8/10/17

Approved by:



 Michael Murawski, Advocate

Date: 8/10/2017



 Joseph Centorino, Executive Director

Date: 8/9/17