

Miami-Dade Commission on Ethics & Public Trust

Report of Investigation

Investigator: Susannah Nesmith

Case: PI 18-48	Case Name: Debris removal	<u>Date Open:</u> 9/21/18	<u>Date Closed:</u>
Complainant(s): Anonymous	Subject(s): Mayor Claudia Cubillos and Village Manager Christia Alou		

Allegation(s):

Allegation was received that Mayor Claudia Cubillos and City Manager Christia Alou had personal relationships with the debris hauler hired in the wake of Hurricane Irma, which somehow colored their decision to contract with the debris hauler.

Relevant Law:

Sec. 2-11.1
(g) Exploitation of official position prohibited. No person included in the terms defined in subsection (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:

Interviews:

On Oct. 2, 2018, Mayor Cubillos, accompanied by her attorney, David Raben, gave a sworn statement to this investigator, who was accompanied by Public Advocate Michael Murawski. Ms. Cubillos denied that she had a personal relationship of any kind with the debris hauler. She also said she did not believe that the Manager had any sort of personal relationship with the debris hauler. She acknowledged that she did raise the issue with the Manager after seeing a truck that resembled the debris hauler's truck parked at the Manager's home.

She explained that the debris removal consultant brought in the debris hauler as a "piggy-back" contract on a contract Florida City already had. She said the consultant was used by El Portal years earlier to help handle the clean-up after Hurricane Wilma.

On Oct. 9, 2018, Manager Christia Alou, accompanied by her attorney, JoLinda Herring, gave a sworn statement to this investigator. She said she did not have a personal relationship of any sort with the debris hauler. She confirmed that the debris hauler was brought in by the consultant and the consultant was contracted after she and the Mayor began calling around looking for someone to help them clean up the Village, doing so in a way that would comply with FEMA requirements for reimbursement.

Ms. Alou showed this investigator a file of invoices from the consultant and agreed to make copies of the same.

On Oct. 31, 2018, I spoke with Maynor Rodriguez. He said he worked doing debris removal monitoring, watching the guys who were picking up debris. He called Florida City asking about the work and was told to go to El Portal and Miami Shores. He said he did the work for about a month and was paid \$20 an hour. He worked for 10 hours/day, every day. He said he was not paid overtime and he understood that was because he was a contractor.

He said he did not remember receiving any tax forms for the work he did.

On Nov. 1, 2018, I spoke to Alia Lacey. She said she worked doing debris removal monitoring in Miami Shores for several weeks in September and October. She said she was paid \$20 an hour and usually worked from 7 a.m. to 7 p.m., with an hour for lunch. She said she worked six days a week and usually had Sunday off.

She said her brother, Kwame Lacey, did the same work, for the same pay.

The work involved monitoring what the debris clean-up crews were doing, taking

pictures of their work.

She said she believed she was paid a car expense of \$25 the first week, but not after that. She said she would obtain a copy of the tax forms she received for the work and send it to the COE. She said she'd talk to her brother about getting a copy of his, but she wasn't sure if he'd be able to find it.

On Nov. 1, 2018, I spoke with Sommer Davis. She said she did data entry in Florida City, reviewing hand-written time sheets and entering the information on them in a spreadsheet. The information included descriptions of what the monitors were doing and their billable hours. She doesn't recall if the individual monitors signed these time sheets, though she remembered signatures on them. She did not enter the hourly rate on the sheet and didn't tally how much anyone would be paid.

She said she was paid \$15 or \$20/hour for the work. She was going to look for an email that would verify her hourly rate. She said she did not receive a 1090 or any other tax form for the work.

On Nov. 14, 2018, this investigator spoke with Rick Stauts, executive director of the Florida City Community Redevelopment Agency. Stauts managed the debris removal in Florida City after the hurricane and he made Florida City's records available. Mr. Stauts explained that the Change Order referenced below, in which Ms. Benigno lowered her billing rate and the costs of some of her expenses, happened after her company agreed to work with El Portal.

"The reason for that was she went to work for El Portal, so we didn't have to cover her costs for being in South Florida," he said. "She brought that to our attention."

She did not lower her billing rate with El Portal or Miami Shores.

Document(s) Reviewed:

Documents received from Christia Alou (note, these do not include all invoices, which were not requested. As a courtesy, Ms. Alou copied a set of documents she had handy.)

- A package of invoices from Big Daddy's Tree Cutting Service and Wasteworld Recycling, for the emergency debris clean-up done the first few days.
- The Professional Services Agreement between El Portal and Disaster Program and Operations, Inc. dated Nov. 2, 2017 and effective Sept. 13, 2017. A Sept. 17, 2017 email from Ms. Benigni to Richard Stauts, of Florida City, Ms. Cubillos and Ms. Alou, regarding El Portal using a piggy-backing on a Florida City debris hauling contract.
- The Sept. 17, 2017 letter from Rick Stauts of Florida City to Ms. Cubillos regarding the mutual aid agreement that allowed El Portal to piggy-back on the debris removal contract Florida City had already negotiated with Looks Great Services.

- The Continuing Services Agreement between the City of Florida City and Looks Great Services.
- A Sept. 21, 2017 memo from Ms. Alou to the Village Council explaining the recovery process so far, including the contracting of Ms. Benigni.
- A Sept. 25, 2017 memo from Ms. Benigni to Ms. Cubillos and Ms. Alou. The memo details the debris removal that was accomplished up to that date and includes budget projections for the rest of the job. Included is a document labelled El Portal Disaster Debris Removal Monitoring Services 0-30 Day Projections – three different projections, ranging from \$110,658 to \$161,870.
- An email from Gabrielle Benigni to Ms. Alou dated Dec. 13, 2017, detailing \$273,632 in weekly invoices DP&O has charged the Village and requesting payment for \$148,567 to cover the first four weeks.
- Detailed weekly invoices from the weeks of 9/18/17, 9/25/17, 10/2/17, 10/9/17, 10/23/17, 11/06/17, 2/26/18, 3/26/18.

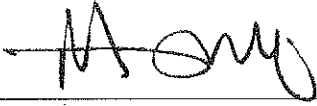
Documents obtained from other cities for comparison purposes:

- DP&O's Sept. 6, 2017 proposal for Disaster Debris Monitoring, Disaster Management and Recovery Services, Including FEMA Public Assistance Program Management and Administrative Services.
- DP&O's Sept. 7, 2017 Continuing Services Agreement with Florida City
- Florida City's Sept. 11, 2017 Task Order No.1 for DP&O, which lays out the hourly rates for services. The attached exhibit notes that "hourly labor rates shall include all applicable overhead and profit."
- Florida City's Sept. 16, 2017 Change Order No. 1, reducing DP&O's hourly rates for several services by 25 percent. The attached exhibit notes that "hourly labor rates shall include all applicable overhead and profit."
- Florida City's invoice from DP&O for the week of Sept. 25, 2017.
- Miami Shores' invoice from DP&O for the week of Sept. 25, 2017

Conclusion:

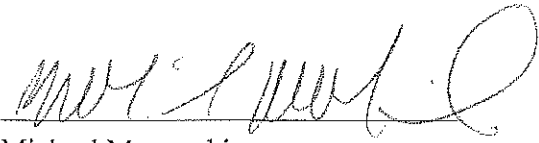
After review, it was determined that there was no evidence to support the allegation that the Mayor and/or Manager of El Portal had any inappropriate relationship with a debris hauler or exploited their official positions in any way to benefit the debris hauler the Village hired in the wake of Hurricane Irma. Accordingly, this matter is closed.

Approved:



Jose Arrojo
Executive Director

Date: 11/14/18



Michael Murawski
Advocate

Date: 11/14/18