

Frigo, Victoria (COE)

From: Centorino, Joseph (COE)
Sent: Wednesday, October 09, 2013 5:03 PM
To: 'Ralph Ventura'
Cc: Frigo, Victoria (COE)
Subject: INQ - Ralph Ventura,City Attorney, City of Sweetwater

Mr. Ventura:

You have requested an opinion regarding whether you have a prohibited conflict of interest in connection with your representation of Southland Towing Company, Inc. ("Southland") in your private law practice. Southland is on a list of companies which is maintained by the City of Sweetwater for the purpose of the towing of vehicles within the City of Sweetwater in connection with city-related incidents. Southland does not have a contractual relationship with the City and no financial relationship with it in that it does not pay any funds to or receive any funds from the City regarding work that Southland performs in Sweetwater. Your representation of Southland in your private law practice is limited to matters occurring outside of the City of Sweetwater and does not in any way affect Southland's business in Sweetwater.

Subject to the above facts and the limitations enumerated below, I do not find that you have a prohibited conflict of interest.

Section 2-11.1(j) would prohibit you from accepting outside employment that would impair your independence of judgment in the performance of your public duties. This could apply if your representation of Southland on any matter affected your work as City Attorney. As long as you are careful to avoid any connection through your private law practice on a matter involving work by Southland in the City of Sweetwater and do not participate, in your position as City Attorney, in any matter involving Southland or Southland's financial interests, then I do not find any conflict under this section.

Section 2-11.1(n) would prevent you from participating in any official action through your City position that would directly or indirectly affect a business in which you or a member of your immediate family has a financial interest. While I understand that you have no ownership interest in Southland, your contractual relationship with Southland as a client of yours may be considered a financial interest. However, as long as you do not participate in any matter affecting Southland, either directly, or indirectly in terms of any procedural or regulatory issue that would affect the towing companies doing business in Sweetwater, then I do not see this as creating any prohibited conflict.

Section 2-11.1(g) would prohibit you from using your official position as City Attorney to secure any special privileges or exemptions for Southland. Assuming, as above, that you will not be involved in any Sweetwater matters involving Southland as either City Attorney or as a private attorney, and you do not seek to influence any City decision affecting Southland's interests, then this section should not be implicated.

This opinion only construes the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and does not construe any provisions of the Code of Ethics for Public Officers and Employees contained in Chapter 112, Florida Statutes.

If you have any further questions regarding this matter, please do not hesitate to contact us.

Sincerely,

Joseph M. Centorino
Executive Director and General Counsel

From: Ralph Ventura [mailto:rventura@cityofsweetwater.fl.gov]
Sent: Monday, September 23, 2013 4:17 PM
To: Centorino, Joseph (COE)
Subject: City of Sweetwater

Mr. Centorino:

May this email serve to confirm our conversation of Friday, September 20, 2013. On that date, we discussed my situation as City Attorney of Sweetwater and as counsel for Southland the Towing Company, Inc. ("Southland").

I have been City Attorney since February, 2007. As with all my predecessors, mine is a part-time position. Also, as a 1099 contract employee I am expected to maintain my own private practice alongside my position as City Attorney. As part of my private practice, I represent Southland and have represented it since its incorporation in October, 2010. Southland's sole principal has at all material times been Robert Muriedas, a former business partner of Manuel Maroño, the suspended Mayor of Sweetwater. To my knowledge, Mr. Maroño has never had any ownership interest in Southland.

In late August, 2011 I became aware, after the fact, that Southland was conducting police tows for Sweetwater. These are automobile tows of disabled or otherwise impounded vehicles under color of law. I can pinpoint the date rather clearly because I was in Seattle at the time on vacation.

Upon my return to Miami, in September, 2011 I contacted the Florida Bar regarding the apparent conflict that may flow from my representation of two entities that are doing business with each other. The Bar stated that as long as their interests are not averse, no actual conflict exists and I am free to represent either or both without issue. I then contacted the Miami-Dade Commission on Ethics and spoke with Victoria Frigo.

I reiterated the above to Ms. Frigo and informed her that Sweetwater, as is common among smaller municipalities, does not have a towing contract. Towing contracts are common among larger agencies simply because of the greater territories in question and the larger number of tows. Smaller municipalities, having less day-to-day need for towing services, generally maintain rotation or preferred vendor lists. This was and continues to be the case with Sweetwater. To my knowledge, the list is maintained by the Chief of Police. I reiterated that as there was no physical, documentary contract that would need to be reviewed and confirmed by the City Commission, I actually had no role in the matter at all. I also informed her that there would be no funds flowing from Sweetwater to Southland because the fee for towing and storage services is ordinarily paid by the vehicle owner, the insurer, or the finance company, but never by Sweetwater.

Given all the foregoing, Victoria said I probably would have no ethical issues but that if ever called upon to render any legal advice or services regarding Southland, I would need to inform my City Commission. I stated that in an abundance of caution, I would recuse myself from any such entanglements in advance. I then verbally informed Southland and the Mayor of my decision to recuse myself in any possible situation that would arise involving both entities.

Since the events above, I have continued to represent both entities but have not become involved in any matter that arose from their mutual business transaction.

I trust the foregoing has been informative. Should you have any questions or comments, please feel at liberty to contact me by telephone or at the return email address.