
From: Centorino, Joseph (COE)
Sent: Friday, April 18, 2014 5:26 PM
To: 'Albert Childress'
Cc: Joe Carollo; Diaz-Greco, Gilma M. (COE)
Subject: INQ - Joe Carollo, City Manager, City of Doral

To: Joe Carollo, City Manager, City of Doral
From: Joe Centorino, Executive Director Commission on Ethics
Re: Memorandum of March 18, 2014

Joe,
I have not replied to your memorandum raising certain issues regarding the City of Doral's Solicitation for Legal Services because the main issues raised by the March 12, 2014 City Council action in hiring the firm of Weiss Serota Helfman Pastoriza Cole and Boniske effectively took the issue out of the our jurisdiction to render an ethics opinion inasmuch as this agency does not opine on past conduct, only future conduct. However, in order to close this matter and provide you with a response to other questions raised in your memorandum, I submit the following:

Questions 1 and 2

While we are unable to render a legal opinion on these issues, we did look at this matter and speak with the outgoing and incoming city attorneys, in addition to yourself. We previously provided you with a legal opinion that the Cone of Silence should have been applied and observed following the initial advertisement for the hiring of a new city attorney. However, it appeared that, inasmuch as there was no actual notice in that advertisement for the hiring of a new city attorney, there was no basis to prove or pursue a violation of the Cone of Silence by those responding to the advertisement or otherwise involved in the process. The Doral City Attorney at the time of the advertisement was an applicant for the new appointment, and did not participate in the process, which may have led to the failure to include the Cone in the advertisement. Accordingly, there was an insufficient basis to open an investigation into such a possible violation. While I expressed misgivings about the appearances created by the city's decision to re-open the hiring process a second time without advertising the contract for legal services, a review of the Doral Charter provisions indicated that it is not required that such a contract be advertised. The procedure followed by the city may have created an unfortunate perception about the fairness or openness of its process, but did not raise any legal issue that could be dealt with by the Ethics Commission.

Question 3

The Miami-Dade Commission on Ethics enforces the Miami-Dade County Citizens' Bill of Rights, contained in the Miami-Dade County Charter, which is virtually identical to the City of Doral Citizens' Bill of Rights, incorporated in the Doral City Charter. The City of Doral is subject to the County's Citizens' Bill of Rights.

Question 4

A violation of the Citizen's Bill of Rights would subject the violator to the same penalties contained in Section 2-11.1(cc)(1) of the Miami-Dade Conflict of Interest and Code of Ethics Ordinance, which could include an admonition or public reprimand; a \$500 violation for a first offense, \$1000 for a second offense; \$1000 for a first offense determined to be intentional, \$2000 for a second offense determined to be intentional; payment of restitution where someone has received a pecuniary benefit as a result of the violation. These penalties would be in addition to any administrative or other penalty imposed by the City of Doral.

If you have any further questions about this matter, please contact me.

Sincerely,

Joseph M. Centorino
Executive Director and General Counsel
Miami-Dade Commission on Ethics and Public Trust

From: Albert Childress [mailto:Albert.Childress@cityofdoral.com]
Sent: Tuesday, March 18, 2014 7:34 PM
To: Centorino, Joseph (COE)
Cc: Joe Carollo; Ronda Vangates (CM)
Subject: Request for Opinion

Good Evening Joe,

The City Manager requested that I forward to you the above memorandum.
Let me know if you need anything further.

Have a great week !

Respectfully,

Albert P. Childress, M.B.A.

Assistant City Manager
City Manager's Office

City of Doral

8401 NW 53rd Terrace

Third Floor

Doral, FL 33166

T (305) 593-6690 ext. 1200

Albert.Childress@cityofdoral.com

www.cityofdoral.com



The City of Doral is on [Twitter](#) and [Facebook](#)!

From: Ronda Vangates (CM)
Sent: Tuesday, March 18, 2014 7:02 PM
To: Albert Childress
Subject:

On February 17, 2014, the Commission on Ethics and Public Trust, opined that Miami-Dade County's Cone of Silence was applicable to the City of Doral's Solicitation for Legal Services. Shortly thereafter, the Mayor of the City of Doral cancelled the solicitation due to the apparent violation of the Cone of Silence.

On Wednesday, March 12, 2014, the City Council terminated the services of its City Attorney without notice to the individual nor the public. Additionally, on March 12, 2014, the Mayor was provided, via hand delivery, a contract including the terms and conditions of employment signed by the principals of the Law Firm of Weiss Serota Helfman Pastoriza Cole and Boniske, P.L.

This series of events lead me to request the following legal opinions:

1. Is it permissible for the City Council of Doral via the Office of the Mayor to unilaterally negotiate and enter into a contract for legal services with one of the firms that responded to the above-referenced solicitation through a process that was deemed flawed due to the apparent violation of Miami-Dade Code of Silence?
2. Is it permissible for the City of Doral to hire a firm to provide legal services if that firm willfully participated in violating Miami-Dade County's Cone of Silence?
3. Does the Miami-Dade Commission on Ethics and Public Trust enforce the Citizens Bill of Rights which is incorporated in the City of Doral's Charter?

4. If the Miami-Dade Commission on Ethics and Public Trust finds that any provision of the Citizens Bill of Rights has been violated, what sanctions can be levied by the Commission and how can the City of Doral remedy such violation(s).

Your response to these questions is greatly appreciated.

Please note that the State of Florida's Public Records Laws provide that most written communications to or from the City of Doral regarding government business are public records available to the public upon request. This e-mail communication may therefore be subject to public disclosure.

Please note that the State of Florida's Public Records Laws provide that most written communications to or from the City of Doral regarding government business are public records available to the public upon request. This e-mail communication may therefore be subject to public disclosure.

From: Centorino, Joseph (COE)
Sent: Friday, April 18, 2014 5:27 PM
To: Diaz-Greco, Gilma M. (COE)
Subject: FW: Request for Opinion
Attachments: City Attorney Services - SCOPE-OF-SERVICES - FINAL REVISED.pdf; Memo to Joe Centorino.docx

Please include the attachments in the INQ file on this. Thanks.

From: Albert Childress [<mailto:Albert.Childress@cityofdoral.com>]
Sent: Tuesday, March 18, 2014 7:34 PM
To: Centorino, Joseph (COE)
Cc: Joe Carollo; Ronda Vangates (CM)
Subject: Request for Opinion

Good Evening Joe,

The City Manager requested that I forward to you the above memorandum.
Let me know if you need anything further.

Have a great week !

Respectfully,

Albert P. Childress, M.B.A.

Assistant City Manager
City Manager's Office

City of Doral

8401 NW 53rd Terrace

Third Floor

Doral, FL 33166

T (305) 593-6690 ext. 1200

Albert.Childress@cityofdoral.com

www.cityofdoral.com



The City of Doral is on [Twitter](#) and [Facebook](#)!

From: Ronda Vangates (CM)

Sent: Tuesday, March 18, 2014 7:02 PM

To: Albert Childress

Subject:

On February 17, 2014, the Commission on Ethics and Public Trust, opined that Miami-Dade County's Cone of Silence was applicable to the City of Doral's Solicitation for Legal Services. Shortly thereafter, the Mayor of the City of Doral cancelled the solicitation due to the apparent violation of the Cone of Silence.

On Wednesday, March 12, 2014, the City Council terminated the services of its City Attorney without notice to the individual nor the public. Additionally, on March 12, 2014, the Mayor was provided, via hand delivery, a contract including the terms and conditions of employment signed by the principals of the Law Firm of Weiss Serota Helfman Pastoriza Cole and Boniske, P.L.

This series of events lead me to request the following legal opinions:

1. Is it permissible for the City Council of Doral via the Office of the Mayor to unilaterally negotiate and enter into a contract for legal services with one of the firms that responded to the above-referenced solicitation through a process that was deemed flawed due to the apparent violation of Miami-Dade Code of Silence?
2. Is it permissible for the City of Doral to hire a firm to provide legal services if that firm willfully participated in violating Miami-Dade County's Cone of Silence?
3. Does the Miami-Dade Commission on Ethics and Public Trust enforce the Citizens Bill of Rights which is incorporated in the City of Doral's Charter?

4. If the Miami-Dade Commission on Ethics and Public Trust finds that any provision of the Citizens Bill of Rights has been violated, what sanctions can be levied by the Commission and how can the City of Doral remedy such violation(s).

Your response to these questions is greatly appreciated.

Please note that the State of Florida's Public Records Laws provide that most written communications to or from the City of Doral regarding government business are public records available to the public upon request. This e-mail communication may therefore be subject to public disclosure.

Please note that the State of Florida's Public Records Laws provide that most written communications to or from the City of Doral regarding government business are public records available to the public upon request. This e-mail communication may therefore be subject to public disclosure.



Memorandum

Date: April 21, 2014

To: Joseph M. Centorino
Executive Director and General Counsel
Miami-Dade Commission on Ethics and Public Trust

From: Joe Carollo
City Manager

Subject: Request for Opinion

On February 17, 2014, Joseph Centorino of the Commission on Ethics and Public Trust, opined that Miami-Dade County's Cone of Silence was applicable to the City of Doral's Solicitation for Legal Services. Shortly thereafter, the Mayor of the City of Doral cancelled the solicitation due to the apparent violation of the Cone of Silence.

On Wednesday, March 12, 2014, the City Council terminated the services of its City Attorney without notice to neither the individual nor the public. Additionally, on March 12, 2014, the Mayor received a contract that included the terms and conditions of employment signed by the principals of the Law Firm of Weiss Serota Helfman Pastoriza Cole and Boniske, P.L.

These series of events lead me to request the following legal opinions:

1. Is it permissible for the City Council of Doral via the Office of the Mayor to unilaterally negotiate and enter into a contract for legal services with one of the firms that responded to the above-referenced solicitation through a process that was deemed flawed due to the apparent violation of Miami-Dade Code of Silence?
2. Is it permissible for the City of Doral to hire a firm to provide legal services if that firm willfully participated in violating Miami-Dade County's Cone of Silence?

3. Does the Miami-Dade Commission on Ethics and Public Trust enforce the Citizens Bill of Rights which is incorporated in the City of Doral's Charter?
4. If the Miami-Dade Commission on Ethics and Public Trust finds that any provision of the Citizens Bill of Rights, in the Doral City Charter has been violated, how can the City of Doral remedy such violation(s).

Your response to these questions is greatly appreciated.



CITY OF DORAL MAYOR'S
SOLICITATION FOR
CITY ATTORNEY /
PROFESSIONAL LEGAL SERVICES
SCOPE – OF – SERVICES

To be eligible to respond to this solicitation:

- (a) Each attorney in the proposed team must possess a Juris doctorate degree and have graduated from a United States law school accredited by the American Bar Association;
- (b) Each attorney in the proposed team must be a member in good standing of the Florida Bar;
- (c) The proposed designated City of Doral Attorney must have a minimum of five (5) years of experience in the field of municipal law. Specific experience in land use and Zoning within a small municipality is a plus. Each Respondent shall meet all legal, technical, and professional requirements for providing such services detailed in the SOLICITATION.

1.01 Presentation Costs

The City of Doral shall not be liable for any costs, fees, or expenses incurred by any Respondent in completing this solicitation, subsequent inquiries, or presentations relating to a response.

1.02 Certification

The signer of the response to this solicitation must declare that the only person(s), company or parties interested in the project as principals, are named therein; that the submittal is made without collusion with any other person(s), company, or parties submitting qualifications; that the submittal of qualifications is, in all respects, fair and in good faith without fraud or collusion; and, that the signer of the submittal has full authority to bind the principals.

Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119.07, Florida Statutes (F.S.), the Public Records Law. All information and materials received by The City of Doral in connection with responses shall become property of the City of Doral and shall be deemed to be public records subject to public inspection.

Retention of Submissions

The City of Doral reserves the right to retain all submittals and to use any ideas contained in a response to this request, regardless of whether that Respondent is selected.

Submission of Responses to this Solicitation

All submittals of proposals and other documents comprising a full and complete response **must be received by the City of Doral Mayor Luigi Boria, City of Doral Government Center, 8401 NW 53rd Terrace, Doral, Florida 33166 by no later than 3:00 pm on Friday, February 14, 2014.** The City of Doral Administration shall not evaluate the proposals. All proposals shall be compiled and provided to the Mayor of the City of Doral to review and interviews.

The submittal of proposals shall be signed by a representative who is authorized to contractually bind the Respondent. The emphasis must be on completeness and clarity of content. In order to expedite the evaluation of submittal in response to the issuance of this SOLICITATION, One (1) original and six (6) copies of a response shall be submitted in one sealed package, clearly marked on the outside **“CITY ATTORNEY / PROFESSIONAL LEGAL SERVICES.”**

There shall be no communications with the City of Doral other than with the Mayor Luigi Boria or his designee.

SECTION 2. PROJECT DESCRIPTION

2.01 Background Information

The City of Doral was incorporated in 2003, as a municipality in Miami-Dade County, Florida. The current population is approximately 48,000. The City of Doral Attorney position is one of the three (3) Chartered positions in the City. The City of Doral Attorney is nominated by the Mayor and appointed by a majority vote of the City Council. The City Attorney reports to the City of Doral Council.

Per the City of Doral Charter, the Council shall hire an individual attorney or law firm to act as the City of Doral Attorney under such terms, conditions, and compensation

established by the Council. The City of Doral Attorney shall report to the Council and may be removed by a majority vote of the Council.

2.02 Scope of Work

a. The City of Doral Attorney provides legal advice, counsel, services, training, consultation, and opinions to the City of Doral Manager, Council, Advisory Committees, and all levels of the City of Doral government, on a wide variety of civil assignments, including but not limited to land use planning, laws against discrimination, contracts for construction of public facilities, procurement policies, leasing, purchase, and sale of property, labor law, public disclosure issues, and tort law. The City of Doral Attorney's advice includes methods to avoid civil litigation.

b. The City of Doral Attorney shall represent the Council and any established Advisory Committees, provide appropriate legal advice and/or written opinions, as necessary, and provide parliamentary guidance concerning the conduct of meetings of the Council and Boards. The City of Doral Attorney shall attend City of Doral Council work sessions, City of Doral Council meetings, meetings requested by the City of Doral Manager, or other meetings as directed by the City of Doral Council, when items under consideration warrant legal input.

c. Draft and/or review ordinances, charter amendments, resolutions, agreements, contracts, and correspondence; provide legal consultation on some City of Doral insurance matters; and, provide legal advice or written opinions to City of Doral staff on matters related to their official duties. The Florida League of Cities Municipal Insurance Trust (FMIT) currently provides Worker's Compensation, Automobile Liability, and General Liability insurance coverage. As such, legal representation is provided by FMIT selected attorneys for those cases covered under this policy.

d. The City of Doral Attorney shall defend the City of Doral on all civil complaints, suits or controversies in which the City of Doral is a party. Specifically, the City of Doral Attorney is responsible for defending the City of Doral in civil action when no counsel is provided by liability insurance or when the City of Doral's exposure exceeds its insurance coverage. The City of Doral Attorney may also represent an employee or elected official who is individually named in a suit as a result of the execution of their official duties with the City of Doral. When the City of Doral's insurance coverage is activated on a given matter, the City of Doral Attorney shall consult and cooperate, as necessary, with the legal counsel designated by the City of Doral's insurance company to ensure that the matter is dealt with in an expedient and professional manner.

e. Provide the Mayor and City of Doral Council with guidance as to Robert's Rules of Orders, Florida Sunshine laws, and related procedural matters relating to Council meetings.

f. Prepare legal opinions at the request of the City of Doral Manager and/or the City of Doral Council.

g. Provide the City of Doral Manager, Mayor and City of Doral Council, and administration a legal perspective and advice on various governmental issues.

h. Perform other legal services and tasks, as assigned by the City of Doral Manager or City of Doral Council.

2.03 Specifications

a. The City of Doral Attorney attends all City of Doral Council meetings. These are typically scheduled for the second Wednesday every month, commencing at 9:00 AM., and may last up to 11:00 p.m. Other special meetings, workshops, and attorney-client sessions are scheduled from time to time. So that there remains continuity in representation, the same attorney is to attend all Council meetings, although occasional substitution is acceptable.

b. The City of Doral Attorney also attends any scheduled City of Doral Council Workshops.

c. The City of Doral Attorney attends all City of Doral Zoning Hearings.

d. The City of Doral attorney may attend City of Doral Manager staff meetings, which are held at City of Doral Hall.

e. The City of Doral Attorney must be available at all times by phone, cell phone, fax and email.

f. Timeliness of response and accessibility to the Village Attorney is an important aspect of the service. Accessibility and responsiveness for the proposed designated City of Doral Attorney is of great importance, although these elements will also be considered in relation to assistant attorney(s) as well. Accessibility includes the ability to be generally available to attend meetings in person on short notice and the ability to be reached promptly by telephone.

g. The City of Doral currently offers office space at City Hall. The City of Doral may be able to assist in certain ways to promote efficient coordination among offices, such as mail delivery services or copy services.

SECTION 3. SPECIAL CONDITIONS

3.01 Term of Contract

The contract term shall be for a period of three (1) years with two additional 1-year renewals.

Compensation will be a negotiated price for services. Proposal submissions shall include a price, which will be taken into consideration during the selection process.

3.02 Permits, Taxes, Licenses

The Respondent shall at its own expense obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

3.03 Special Terms and Conditions

- a. The City of Doral reserves the right to accept or reject any submission
- b. The Respondent shall be an independent contractor.
- c. The Respondent shall not have a vested interest in any aspect of the City.
- d. The Respondent shall not have any conflicts of interest with regard to any City matter.
- e. The Respondent acknowledges that he/she has not been convicted of any crime.
- f. The City of Doral reserves the right to delete or modify the services and scope to best suit the interest of the City of Doral.
- g. In selecting the City Attorney, the City of Doral reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Respondent, including officers, principals and senior management and supervising personnel assigned to the work. The City of Doral also reserves the right to waive minor variations or irregularities.

3.04 Proposal Requirements

Each respondent should submit:

- a. A cover letter indicating an interest in providing City of Doral Attorney/Legal Services to the City of Doral.
- b. Firm Experience
- c. Proposed Attorney and/or Team
- d. Accessibility and Responsiveness
 1. Provide a narrative description of the individual or firm.
 2. Describe the general experience of the individual or firm.
 3. Identify other municipal clients.
 4. Identify experience with municipal issues including land use, zoning, growth management, environmental law, complicated agreements including interlocal agreements, public works, personnel, and other municipal specialties.
- e. Respondent's Qualifications, Related Experience and References:
 1. Provide the professional qualifications of the Respondent. Please include resumes for all individuals to be assigned to carry out the scope of services required by the Village.
 2. Describe the professional expertise and experience of the Respondent in performing City Attorney/legal services for local governments over the past three (3) years.

3. Include a list of municipal clients services, description of services of a similar nature provided, length of time service was provided, contact names and phone numbers. Ability to successfully develop and maintain good working relationships with staff of the City of Doral is essential.

f. Charge/Compensation for Services: Propose a compensation package, inclusive of all service costs. The City of Doral is open to a variety of approaches, including hourly rates or a flat monthly rate with add-ons. The Mayor of the City of Doral will select the finalist by considering the proposed compensation as a "best and final offer," although the City of Doral reserves the right to negotiate terms as needed to improve elements of the proposal to best meet the needs of the City, including cost.

g. Documentation of business structure (corporation, joint venture, partnership), incorporation by the Secretary of State of Florida, and contact name, address and telephone number(s). If a joint venture, identify Respondent that is to serve as the principal and is able to commit on behalf of the joint venture.

h. Affirmative statement and documentation that Respondent shall be an independent contractor of the City of Doral

i. Provide information of the circumstances and status of any disciplinary action taken or pending against the Respondent during the past three (3) years with any state regulatory bodies or professional organizations.

j. Provide an explanation of all pending litigation, major disputes, contract default and liens over the last five (5) years.

k. The Respondent shall furnish to the City of Doral certificates of insurance evidencing the insurance coverage required under the solicitation. The required certificates of insurance shall name the type of policy and limits.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City of Doral prior to the commencement of a contract. The required insurance coverage is not to cease and is to remain in full force throughout the Term of the contract. All policies must be endorsed to provide City of Doral with at least thirty (30) calendar days' notice of cancellation and/or restriction. If any of the insurance coverage will expire prior to the termination of the contract, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration. Financial Ratings must not be less than "A-VI." Insurance shall be in force until the obligations required to be fulfilled under the terms of the Contract are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the Respondent shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect.

Comprehensive General and Auto Liability insurance to cover liability for bodily injury and property damage. As to vehicles it should cover owned, hired and non- owned vehicles. Exposures to be covered are premises, operations, completed operations, and contractual liability. Coverage must be written on an occurrence basis, with the following limits of liability:

- A. Bodily Injury/Property Damage 1. Each Occurrence \$1,000,000
- 2. Annual Aggregate \$1,000,000
- B. Personal Injury
- 1. Annual Aggregate \$1,000,000

Worker's Compensation Insurance shall be maintained during the life of this contract to comply with Florida statutory limits for all employees. The following limits must be maintained:

- A. Worker's Compensation Statutory but to be provided.
- B. Employer's Liability \$100,000 each accident
- \$500,000 Disease-policy limit
- \$100,000 Disease-employee

If Respondent claims to be exempt from this requirement, Respondent shall provide City of Doral proof of such exemption along with a written request for City of Doral to exempt Respondent, written on Respondent letterhead.

APPENDIX A

RESPONDENT WARRANTIES:

- A. Respondent warrants that it is willing and able to comply with State of Florida laws with respect to foreign (non-State of Florida) corporations.
- B. Respondent warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Manager.
- C. Respondent warrants that all information provided by it in connection with this submission is true and accurate.

CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

- A. Respondent warrants that neither it nor any principal, employee, agent, representative or family member has promised to pay, and Respondent has not, and will not pay a fee, the amount of which is contingent upon the City of Doral awarding this contract.
- B. Respondent warrants that neither it nor any principal employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County and the City of Doral conflict of interest and code of ethics ordinances.

- C. Further, Respondent acknowledges that a violation of this warranty will result in the termination of the agreement and forfeiture of funds paid, or to be paid, to the Respondent if the Respondent is chosen for performance of the contract.