

CRESPOGRAM REPORT

BARRED FROM NUMEROUS GOVERNMENTAL COMPUTER NETWORKS FOR TELLING THE TRUTH

A CRESPOGRAM SERIES



**HE AIN'T HEAVY, HE'S MY FRATERNITY BROTHER:
HOW THE ADVOCATE PROGRAM RECEIVED HELP
FROM A COUNTY COURT JUDGE THAT RAISES
QUESTIONS OF ETHICAL IMPROPRIETY**

PART II

As the oldest court diversion program in Miami-Dade County, The Advocate Program has managed over the years to receive the support of many powerful people in the community as well as earning the ire of a small, but determined group of detractors who, starting in 2006, undertook

small, but determined group of detractors who, starting in 2000, undertook efforts to challenge the program's efforts to renew their contract providing Misdemeanor Probation Services for the 11th Judicial Circuit.

The Advocate Program had received a 5 year contract to provide these services in 1998, but when the contract expired in 2002, rather than the county issuing an RFP to solicit bids for a new contract, the old contract was arbitrarily extended through an Administrative Court Order issued by then Chief Judge Joseph Farina.

The Order allowed them to continue operating for an additional 5 years under the terms of the original contract.

**THE ELEVENTH JUDICIAL CIRCUIT MIAMI-
DADE COUNTY, FLORIDA**

**CASE NO. 02-1
(Court Administration)**

**IN RE: AUTHORIZATION FOR THE)
ADVOCATE PROGRAM, INC. TO)
CONTINUE TO PROVIDE MISDEMEANOR)
PROBATION SERVICES TO THE)
ELEVENTH JUDICIAL CIRCUIT OF)
FLORIDA)**

**ADMINISTRATIVE ORDER
NO. 02-10**

WHEREAS, the Advocate Program, Inc., a Florida non-profit corporation (herein the "Advocate") is the authorized provider of misdemeanor probation services to the Eleventh Judicial Circuit of Florida (herein the "Court") pursuant to that certain Misdemeanor Probation Services for the Eleventh Judicial Circuit Contract No. 134, dated July 17, 1998 ("Contract"), entered into with the Court and Miami-Dade County, as required by Section 948.15, Florida Statutes; and

WHEREAS, the Contract expired on August 31, 2002; however, the Advocate has continued to provide misdemeanor probation services for the Court; and

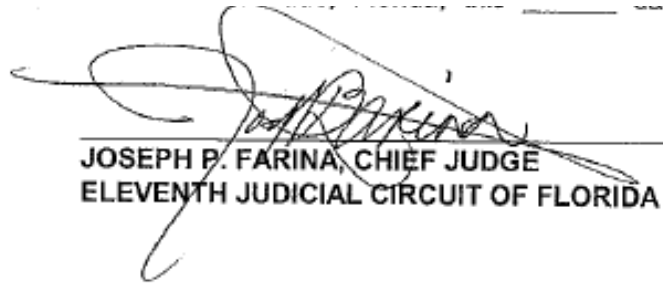
WHEREAS, until such time as a new contract is entered into for the provision of misdemeanor probation services, the Advocate is needed to provide such services;

NOW, THEREFORE, pursuant to the authority vested in me as Chief Judge of the Eleventh Judicial Circuit of Florida, I hereby authorize and designate the Advocate Program, Inc. to continue to serve as the provider of misdemeanor probation services to the Eleventh Judicial Circuit of Florida, under the same terms and conditions as set forth in the herein referenced Contract, until such time as a new contract for delivery of such services is entered into.

This Order shall take effect on September 1, 2002, nunc pro tunc, and shall continue until further order of the Court.

DONE AND ORDERED in Chambers at Miami-Dade, Florida, this *25th* day of

9/19/08 2002.


JOSEPH P. FARINA, CHIEF JUDGE
ELEVENTH JUDICIAL CIRCUIT OF FLORIDA

An interesting fact about this order is that when you go to the website the for the 11th Circuit and do a search for this Administrative Order, it does not appear. It would seem, based on the Case Numbers of the Orders that are listed that a number of Administrative Orders are missing from the court's website, which raises a question about how open and transparent is the court system in this county, because ALL the Administrative Orders should be listed.

When questioned by the Ethics Commission about the length of time that passed before the process for a new contract was initiated, the General Counsel for the 11th Judicial Circuit blamed it "on changes in the administration at the county level," which didn't make much sense given that the contract was not a county contract per se, but a contract solicitation being managed on behalf of the 11th Judicial Circuit by the county, making the issuing of an RFP and managing the selection process largely a bureaucratic endeavor devoid of the kinds of political intrigue that sometimes alleged to accompany high profile contracts in the county.

By the time a decision was made to issue a new RFP, a belief had taken hold among some folks - including Metro Traffic Safety Institute, one of the companies submitting a bid - that the refusal to put the contract out to bid was not a result of "changes within the administration," but rather because of a cozy relationship between David McGriff, the Executive Director of The Advocate Program and a handful of County Court Judges, including Judge Sam Slom, who for the last 16 years has served as the Administrative Judge for the Criminal Division of County Court, and who it was alleged was openly providing protection for The Advocate Program.

This allegation was part of a letter widely circulated within the local legal community by lobbyist and campaign consultant Bob Levy in the summer of 2006. The letter became the centerpiece of a subsequent Cone Of Silence Investigation conducted by the Miami-Dade Ethics Commission.

Levy during a deposition taken by the Ethics Commission admitted that he received the letter from someone associated with The Metro Traffic Safety Institute, one of the competing bidders for the contract, and that he had

institute - one of the competing bidders for the contract - and that he had agreed to circulate the letter because based on what he had been told about the RFP bidding process that, "...it seemed to me, both what I read here and what I was told that this was a pretty dirty deal."

Levy also admitted to carrying the letter around with him "for probably the better part of a month," and giving it to anyone - including judges - that he suspected might be in a position to initiate an investigation over the allegations made in the letter.

His actions led to the Cone of Silence investigation when Judge Beth Bloom, one of the people Levy gave the letter to, and who happened to be a member of the RFP Selection Committee, turned the letter over to a representative of the Procurement Department.

Here is a copy of that letter.

RFP # 525 Misdemeanor Probation Services for the 11th Judicial Circuit

Date posted 06/26/06
Date due 07/21/06

Players
Judge Farina
Judge Leifman
Judge Slom
Ruben Carerou

CLERK OF THE BOARD
2006 AUG 24 AM 11:29
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CLERK OF THE BOARD

Current Contract is 5 years over due the original contract was awarded in 1997 to The Advocate Program in Miami, for a term of 5 years.

The Advocate also does DUI in Dade County as well, 90% of all misdemeanor probation cases are for DUI at this time. The only other DUI Program in Miami-Dade is our Program, Metro Traffic Safety Institute.

Advocate Program

The Executive Director is gentleman by the name of David McGriff, who was convicted of a DUI in 1997. The case was moved to Broward County where his probation was served as well. David seems to be extremely well connected with Judge Farina's office and others in the court as well. Apparently he is fraternity brothers with Judge Slom, and that has been very effective in protecting their contract status to date.

The RFP being published has been very controversial as you can imagine MTSI and a number of other companies have been working for 18+ months to get an RFP out.

Issues with the Current RFP

1. The selection criteria are very skewed, 75 points accounts for past experience with Dade County and Probation. When in 1997 it was 25 points.
2. The associations that they requires accreditation from for all Probation officers, do not even offer any form of accreditation or background checks(

which the RFP states as a requirement), the interesting thing is when I contacted the said organization (the American Corrections Association) David McGriff, is the Regional President. I did receive an email stating the fact that they do not have any standards that they request in the RFP

3. The RFP states that the individuals responsible for executing a contract if awarded can not have any back taxes, parking tickets, fines or obligations with Dade County. When asked why, the reply given, was that this will help attest to the character of individuals replying.
4. The RFP also emphasizes the importance of the capabilities of the proposes to implement a real time computerized approach to the case management and information sharing between the clerks office, judges and Probation, yet this was given a wait of 10 points.

There are two other large companies outside of the state who will be responding to this RFP

Maximus
Judicial Services of America

Lobbyists/Lawyers

Advocate Program Courtney Cunningham/ Robert Barreto/ H.T. Williams

After an 11 month investigation, the Ethics Commission reached a deal with Levy allowing him to plead guilty to one count of "unregistered lobbying," and a plea of "no contest" to his contact with Judge Beth Bloom.

Levy was fined \$750.00, plus \$1000 in investigative costs. (The complete collection of the documents associated with this case, including the Memorandum of Investigation, Levy's deposition and the Settlement Agreement can be read [HERE](#).)

Parenthetically, Bob Levy, whose prior activities do not seem to have hampered his serving as a campaign manager/political consultant to numerous judges and the State Attorney [also happened to be the person delegated to respond to my initial letter to Katherine Fernandez-Rundle](#) when I asked her to explain what had happened to the \$24,892.85 in unspent campaign funds that she had deposited in the "donor assisted" Katherine Fernandez-Rundle Fund at the Miami Foundation.

In March of 2007, the Selection Committee ignored the allegations raised by the letter and recommended that the Board of County Commissioners approve a new 5 year contract with 3 - 1 year contract extensions to The Advocate Program. The value of the contract was estimated to be \$7 million for the first 5 years.

PART II - THE ADVOCATE PROGRAM GETS HELP FROM JUDGE SAM SLOM, AFTER METRO TRAFFIC CAME OUT

SWINGING FOR THE SECOND TIME

In June of 2012, a decision was made to exercise the all of the 3 - 1 year contract extensions in the contract issued to the Advocate Program in 2007.

That decision in part was prompted by an email request made by David McGriff, the Executive Director of The Advocate Program to Maria Carballeira, a Contract Officer with the Procurement Department, that included a reference to the interest of competitors bidding on a new contract.

From: M. David McGriff [mailto:mdmphd@advocateprogram.com]
Sent: Friday, February 24, 2012 12:46 PM
To: Carballeira, Maria (ISD)
Cc: Joseph Grana; Isabel Perez-Morina
Subject: Contract

Maria,

It was great meeting you yesterday and while I'm out of town our executive staff will be preparing a new price schedule for you. We're also happy that we have a contract officer. But at our staff meeting this morning we did have a question about how or what is the process for getting an approval on all 3 years at once, especially when you've already seen the interest out there from our competitors. Looking forward to hearing from you at your convenience. I will have access to emails while out of town.

M. David McGriff, Ph.D.
Chief Executive Officer

McGriff's concern over the threat posed by possible competitors was so strong that that year he spent \$40,000 on lobbyist Ron Book. Book has been registered in Tallahassee as The Advocate's lobbyist since 2011, and between 2012 - 2014, he and his assistant Kelly Mallette were paid \$115,590 for their services.

THE ADVOCATE PROGRAM - LOBBYIST EXPENSES - IRS 990

2012 - \$40,090

Part IV - Supplemental Information

Complete this part to provide the descriptions required for Part I-A, line 1; Part I-B, line 4; Part I-C, line 5; Part II-A (affiliated group list); Part II-A, line 2, and Part II-B, line 1. Also, complete this part for any additional information.

SCHEDULE C, PART II-B, LINE 1

ADVOCATE PROGRAM RETAINED A LOBBYIST IN 2012 BECAUSE THE PROGRAM'S
COMPETITION HAD USED TWO LOBBYISTS AND WERE ABLE TO ENACT LEGISLATIVE
CHANGES THAT POTENTIALLY WOULD HAVE DAMAGED THE PROGRAM'S BUSINESS. THE
LOBBYIST WAS SUCCESSFUL IN REVERSING THOSE LEGISLATIVE CHANGES.

2013 - \$25,000**Part IV Supplemental Information**

Provide the descriptions required for Part I-A, line 1; Part I-B, line 4; Part I-C, line 5, Part II-A (affiliated group list); Part II-A, line 2; and Part II-B, line 1. Also, complete this part for any additional information.

SCHEDULE C, PART II-B, LINE 1

ADVOCATE PROGRAM HAS RETAINED A LOBBYIST BECAUSE IN THE PAST THE PROGRAM'S COMPETITION HAD USED LOBBYING EFFORTS TO INFLUENCE AND ENACT LEGISLATIVE CHANGES THAT POTENTIALLY WOULD HAVE BEEN DETRIMENTAL TO THE PROGRAM'S MISSION. THE LOBBYIST HAS BEEN SUCCESSFUL IN PREVENTING AND REVERSING THOSE LEGISLATIVE CHANGES.

2014 - \$50,500**Part IV Supplemental Information**

Provide the descriptions required for Part I-A, line 1, Part I-B, line 4, Part I-C, line 5, Part II-A (affiliated group list), Part II-A, lines 1 and 2 (see instructions), and Part II-B, line 1. Also, complete this part for any additional information.

SCHEDULE C, PART II-B, LINE 1

ADVOCATE PROGRAM HAS RETAINED A LOBBYIST BECAUSE IN THE PAST THE PROGRAM'S COMPETITION HAD USED LOBBYING EFFORTS TO INFLUENCE AND ENACT LEGISLATIVE CHANGES THAT POTENTIALLY WOULD HAVE BEEN DETRIMENTAL TO THE PROGRAM'S MISSION. THE LOBBYIST HAS BEEN SUCCESSFUL IN PREVENTING AND REVERSING THOSE LEGISLATIVE CHANGES.

As for the competitors that McGriff claimed to be so worried about, when the RFP was finally issued, only a single out-of-state company that provides similar services for counties north of Miami-Dade submitted a bid.

Three days after she received McGriff's letter regarding expediting the approval of the contract extensions, Contract Officer Maria Carballeira respond with the following email informing McGriff that she had run it by Judge Slom, and gotten approval to go through with the 3 year extension.

[cid:image001.png@01CCFBB2.6FD9D8C0]

From: Carballeira, Maria (ISD) [mailto:MC5@miamidade.gov]

Sent: Monday, February 27, 2012 3:26 PM

To: M. David McGriff

Subject: Contract No. 525

Good Afternoon Dr. McGriff:

The opportunity to renew the contract for all three available options has been discussed with

The opportunity to renew the contract for all three available options has been discussed with both Judge Slom and my senior management. All are in agreement that if negotiated savings are in the best interest of the County and the community served by Contract No. 525, then exercising all 3 OTRs at one time is acceptable.

I look forward to hearing back from you.

Regards,
Maria Carballeira, CPPB
Procurement Contracting Officer
Miami-Dade County
Internal Services Department

A review of the available documents indicates that the alleged negotiated savings cited in the email largely represented reductions in projected increases in the fees that The Advocate Program had planned to charge during the 3 year period of extension, and not an across the board reduction in the fees that they had already been charging.

METRO TRAFFIC SHOW UP AGAIN, THIS TIME WITH REAL ALLEGATIONS OF MISMANAGEMENT

When it became evident in 2012 that these 3 contract extensions were going to be exercised, Anthony Lopez, the owner of The Metro Traffic Safety Institute wrote to object. His initial letter led to a meeting with Miriam Singer, the Assistant Director of the County's Procurement Department, followed by a second letter where Lopez raised several detailed questions and concerns about the performance of The Advocate Program's management of their contract.

Good afternoon Ms. Singer,

I hope all is well. Thank you for taking the time to meet with me yesterday. It's unfortunate that the County can't refuse exercising the extensions for RPF525, as a result of the self-referral conflict and/or FS322.292(5). That said, I think there are many other reasons why the citizens of Miami-Dade county would be better served if this contract was put out for bid again instead of being extended. At the meeting you asked me to send you any reason as to why the contract should not be extended based on contractual performance. Below I listed a few compliance issues that may be a factor;

- On Page 25, letter D, the contract requires a maximum probation officer to client ratio of 1 to 110, for all projects. I don't believe there is anyway Advocate is complying with this requirement. Advocate commingles their case loads, meaning any one probation officer can be handling some misdemeanor probation cases, misdemeanor diversion cases, felony diversion cases, traffic diversion cases, domestic violence cases, etc. If an audit is done you will probably find that for "all project" that ratio is probably more likely to be between 300-400 to 1.
- On page 25, letter G, the contract says "Priority shall be placed on probationer's timely payment of restitution. This is not happening. I have heard many complaints on this subject throughout the years. I don't ask you to take my word for it. Perhaps some type of study could be conducted. The Help me Howard report to follow is simply one recent example to the problem. *(The link to the Help Me Howard story has been disconnected.)*
- Page 27, letter R, also deals with the above subject

If a client (Probationer) pays the entire balance up front, I have heard Advocate no longer monitors whether or not that client comes in on a monthly basis. This can be tested, if you send someone in posing as a legitimate probationer with a real case.

- Perhaps you should inquire as to what monitoring or verification of community service hours they are doing.
- It was mentioned that the contract might be extended for 3 years because of the great pricing being offered by Advocate. I'm not sure what that pricing is, but Professional Probation Services, who currently has the probation contract for Sumter, Hernando, and was recently awarded the Palm Beach contract, only charges \$40.00 in Sumter and Hernando counties. They would be willing to submit the same pricing for Miami-Dade county if this contract is put for out for Bid.
- Although the above mentioned pricing to the probationer is of interest, more emphasis should be placed on how the vendor is doing collecting court cost, since this money is used to fund the system. What is their percentage of uncollectable court costs? When a new probation entity was selected for Monroe county, they reduced uncollectable court costs by 35%. This could be another good reason to put the contract out for bid again. No one knows how much these collections can be improved by, because Advocate has been the sole provider of these services for Miami-Dade county for about 25 years.

I do not expect anyone to blindly take the above mentioned reasons at face value. Instead, I implore someone to please conduct a thorough research, perhaps with the assistance of some verifiable audit measures. If someone asks Metro Traffic School's standing within the DHSMV, and someone there says Metro is great or horrible, there exist verifiable reports from unannounced audits conducted by the DHSMV to support whether we are thought of, as great, horrible or somewhere in between. I humbly ask you, to please, do not put too much emphasis on recommendations from friends within the system Advocate has been a part of for about 25 years. This is a \$7,000,000 contact, plus the self-referral bonus, yet there are no independent audits conducted to prove commendations or disapprove my claims.

Again thank you for your time. If you have any further questions please do not hesitate to contact me.

Sincerely,

Anthony Lopez

Instead of requesting an independent review including "verifiable audit measures," like Lopez requested, it appears that Maria Carballeira, the RFP's Contract Manager forwarded Lopez's letter to Judge Slom, who in short order responded to her first with a cover email, issuing his standard disclaimer that because he and David McGriff had been *Pi Lambda Phi* fraternity brothers at the University of Florida did not mean that he might take any actions that could be perceived as favoring The Advocate Program, and then pretty much proceeded to do just that through his responses to the concerns raised in Lopez's letter. (To read a bio of Judge Slom originally posted on the State Attorney's Facebook Page, click [HERE](#).)

From: Slom, Samuel [SSlom@jud11.flcourts.org]
Sent: Friday, May 18, 2012 10:01 AM
To: Carballeira, Maria (ISD)
Subject: RE: Misdemeanor Probation Services

Maria:

It is my pleasure to assist as I know that this endeavor requires that you seek input from those that are involved in the justice system.

Also, please recall that in our first conversation I indicated that I declined to serve on the committee that selected the Advocate Program because of my self-initiated disclosure that I have known Mr. McGriff since our days in college as we were members of the same fraternity. That being said, Mr. McGriff and I have never socialized with one another outside of the office since our days in college. Our communications have been strictly of a professional nature.

I hope that my responses have been helpful.

Best wishes,
Sam Slom

The judge's answers are highlighted in RED.

Good afternoon Ms. Singer,

I hope all is well. Thank you for taking the time to meet with me yesterday. It's unfortunate that the County can't refuse exercising the extensions for RPF525, as a result of the self-referral conflict and/or FS322.292(5). That said, I think there are many other reasons why the citizens of Miami-Dade county would be better served if this contract was put out for bid again instead of being extended. At the meeting you asked me to send you any reason as to why the contract should not be extended based on contractual performance. Below I listed a few compliance issues that may be a factor;

- On Page 25, letter D, the contract requires a maximum probation officer to client ratio of 1 to 110, for all projects. I don't believe there is anyway Advocate is complying with this requirement. Advocate comingles their case loads, meaning any one probation officer can be handling some misdemeanor probation cases, misdemeanor diversion cases, felony diversion cases, traffic diversion cases, domestic violence cases, etc. If an audit is done you will probably find that for "all project" that ratio is probably more likely to be between 300-400 to 1. Best directed to the Advocate Program as I would not have access to the information discussed above.
- On page 25, letter G, the contract says "Priority shall be placed on probationer's timely payment of restitution. This is not happening. I have heard many complaints on this subject throughout the years. I don't ask you to take my word for it. Perhaps some type of study could be conducted. The Help me Howard report to follow is simply one recent example to the problem. <http://www.wsvn.com/features/articles/helpmehoward/MI95094>. If restitution payments are not being made it is highly unlikely that the Advocate Program is at fault. **All the Advocate Program can do is to alert the court that a restitution payment has not been made. It then becomes the responsibility of the prosecutor to prove to the judge that the payment was not made and that the defendant willfully chose not to make the payment.**
- Page 27, letter R, also deals with the above subject.
- If a client (Probationer) pays the entire balance up front, I have heard Advocate no longer monitors whether or not that client comes in on a monthly basis. This can be tested, if you send someone in posing as a legitimate probationer with a real case. **I know that Advocate does list non-reporting on affidavits alleging a violation of probation. I have seen this on many if not most of the affidavits. I have no knowledge that this assertion is correct.**
- Perhaps you should inquire as to what monitoring or verification of community service hours they are doing. **Advocate monitors community service.**
- It was mentioned that the contract might be extended for 3 years because of the great pricing being offered by

Advocate. I'm not sure what that pricing is, but Professional Probation Services, who currently has the probation contract for Sumter, Hernando, and was recently awarded the Palm Beach contract, only charges \$40.00 in Sumter and Hernando counties. They would be willing to submit the same pricing for Miami-Dade county if this contract is put for out for Bid. **No comment other than to suspect that operational expenses are higher in Miami-Dade than in the two counties mentioned.**

- Although the above mentioned pricing to the probationer is of interest, more emphasis should be placed on how the vendor is doing collecting court cost, since this money is used to fund the system. What is their percentage of uncollectable court costs? When a new probation entity was selected for Monroe county, they reduced uncollectable court costs by 35%. This could be another good reason to put the contract out for bid again. No one knows how much these collections can be improved by, because Advocate has been the sole provider of these services for Miami-Dade county for about 25 years. If court costs are made a condition of probation and the costs are not paid, **Advocate must file an affidavit alerting the court and the court and the prosecutor address the issue in court (similar to restitution).** Such affidavits are being filed so I have reason to believe that Advocate is in compliance with this responsibility.

I do not expect anyone to blindly take the above mentioned reasons at face value. Instead, I implore someone to please conduct a thorough research, perhaps with the assistance of some verifiable audit measures. If someone asks Metro Traffic School's standing within the DHSMV, and someone there says Metro is great or horrible, there exist verifiable reports from unannounced audits conducted by the DHSMV to support whether we are thought of, as great, horrible or somewhere in between. I humbly ask you, to please, do not put too much emphasis on recommendations from friends within the system Advocate has been a part of for about 25 years. (I find the previous statement to be highly offensive. If I had reason to believe a change of probation providers was necessary I would certainly say so). This is a \$7,000,000 contract, plus the self-referral bonus, yet there are no independent audits conducted to prove commendations or disapprove my claims.

Again thank you for your time. If you have any further questions please do not hesitate to contact me.

Sincerely,

Anthony Lopez

One would not normally expect an administrative judge to conduct an in-depth, professional evaluation of the management practices of a service provider for the court system, but given his attempt to distance himself and his prior relationship to David McGriff, it makes no sense that the judge would then follow through by providing responses to Lopez's allegations, especially when you consider that his answers revealed that he was largely clueless as to the inner-workings of The Advocate Program, and secondly because it would be inconsistent with a prior claim that he made that he refused to sit on the selection committee because of the fact that they had been fraternity brothers.

The proper response for the judge should have been to inform the Procurement Department that the questions raised were beyond his areas of expertise, and that they should refer the questions to someone more competent to develop "verifiable audit measures" as part of a review of The Advocate Program, like perhaps the County's Inspector General, the County's Auditors, or to an independent investigator.

But the judge didn't, instead he took it on his own and provided a series of responses lacking in substantive insight and knowledge, which I contend

supports a claim that he was doing little but attempting to provide cover for his fraternity brother's company

In one of those unexpected coincidences that often only seem believable if they're part of the plot of a novel or movie, in the course of my investigation I discovered an affidavit prepared in December of 2013, by Elena Reyes, then a senior manager in the State Attorney's Office, which was filed as part of a protest against another contract that had been awarded to The Advocate Program and Court Options that year in which she described a meeting with State Attorney Katherine Fernandez-Rundle and other senior members of her staff in November of 2011, detailing serious problems with the way that both The Advocate Program and Court Options maintained the records related to some of the issues subsequently raised in Lopez's letter.

The meeting referenced in the affidavit took place approximately 6 months before Judge Slom responded to the questions in Lopez's letter, and provides evidence that he had, before he received the Lopez letter, been in possession of separate and independent information regarding serious problems with The Advocate Program's failure to adequately manage its case load.

The affidavit will feature prominently in **Parts III** and **IV** of this series, but for now here is the specific portion of that affidavit that relates to the judge.

12. I also met with the State Attorney on this matter to explain my findings. This meeting was attended by Joseph Mansfield, Don Horn and Ted Mannelli. During that meeting, the State Attorney gave a directive to Joseph Mansfield to advise Administrative Judge Samuel Slom of these issues and to have these cases put on the court calendar.

Putting aside ethical questions that have nothing to do with whether undue influence was being employed by one fraternity brother on behalf of another fraternity brother, regardless of how much or how little they socialized outside of the office, by the time that Judge Slom received the copy of Lopez's letter, he was already aware - if The information in the affidavit is correct - that there were serious management and record keeping problems with The Advocate Program, and his decision, in spite of his lack of knowledge or expertise to respond to the allegations made by Lopez in the manner he did only serves to support the belief, first expressed in the 2007 letter circulated by Bob Levy, that he was indeed in the business of providing protection for his fraternity brother's program.

The failure by the county to investigate or audit these programs since

1998 raises a larger question about the financial oversight responsibilities on **ALL** of the contracts issued by Miami-Dade County.

AT THE END OF THE DAY IT'S ALWAYS ABOUT THE MONEY

In the Memorandum from Mayor Carlos Gimenez to the Board of County Commissioners recommending that they approve this latest contract proposal on March 8, 2016, the following information was provided regarding the value of this contract to The Advocate Program.

Fiscal Impact/Funding Source

No County funds are allocated under this replacement contract, as all costs are set by the Administrative Office of the Courts and paid directly to the awarded vendor by the offenders that are placed on probation. The estimated contract value for the proposed five-year term is \$7,625,000. The current contract, RFP525, is valued at approximately \$11,158,000 for nine (9) years and did not include oversight services for Batterers' Intervention Program, which accounts for the higher annual value under the replacement contract. The replacement contract's value is an estimate based on historical data from the current contract and anticipated additional fees collected from the oversight services for Batterers' Intervention Program.

Government Agency	Contract Value	Funding Source	Contract Manager
Administrative Office of the Courts	\$7,625,000	Probationer Fees	Carmen Bravo
Total	\$7,625,000		

While the awarding of an \$11 million dollar contract to a company accused of questionable management practices - practices that I've been told are still going on - should in and of itself raise serious concerns about how county contracts are monitored.

We'll explore this problem further in Part II of this series.

THIS IS THE END OF PART II

ARCHIVES