



To: Leonard Roberts

From: Craig E. Leen, City Attorney for the City of Coral Gables

RE: Legal Opinion Regarding Coral Gables Cinema Report

Date: December 4, 2015

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Pursuant to section 2-201(e)(1) and (8) of the City Code, as well as section 2-584 of the Procurement Code, it is my opinion and interpretation that Evo should be paid the contractually agreed upon amount. First, this was an emergency matter, approved in advance by the Commission, and the City received a significantly better price than from its own vendor (which is to the benefit of the City to accept). Second, I interpret the phrase "the City to replace" to mean that the City would pay for replacing, which is what is being done (this is particularly true when reading all of the Whereas clauses together (*in pari materia*), as they indicate an intent to obtain quotes and pay up to \$50,000, which was done here). Third, in addition to the prior grounds, the cost has already been contractually agreed to and incurred based on a reasonable application/interpretation of a Commission Resolution, and the City is thereby under a contractual obligation to pay the amount. Please proceed in conformance with this opinion.

**From:** [Leen, Craig](#)  
**To:** [Paulk, Enga](#)  
**Subject:** FW: Coral Gables Cinema Report  
**Date:** Friday, December 04, 2015 10:08:38 AM  
**Importance:** High

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Please publish.

**Craig E. Leen, City Attorney**

*Board Certified by the Florida Bar in*

*City, County and Local Government Law*

City of Coral Gables

405 Biltmore Way

Coral Gables, Florida 33134

Phone: (305) 460-5218

Fax: (305) 460-5264

Email: [cleen@coralgables.com](mailto:cleen@coralgables.com)

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**From:** Leen, Craig  
**Sent:** Friday, December 04, 2015 10:08 AM  
**To:** Roberts, Leonard; Ramos, Miriam; Figueroa, Yaneris  
**Cc:** Gomez, Diana  
**Subject:** RE: Coral Gables Cinema Report  
**Importance:** High

Pursuant to section 2-201(e)(1) and (8) of the City Code, as well as section 2-584 of the Procurement Code, it is my opinion and interpretation that Evo should be paid the contractually agreed upon amount. First, this was an emergency matter, approved in advance by the Commission, and the City received a significantly better price than from its own vendor (which is to the benefit of the City to accept). Second, I interpret the phrase "the City to

replace” to mean that the City would pay for replacing, which is what is being done (this is particularly true when reading all of the Whereas clauses together (*in pari materia*), as they indicate an intent to obtain quotes and pay up to \$50,000, which was done here). Third, in addition to the prior grounds, the cost has already been contractually agreed to and incurred based on a reasonable application/interpretation of a Commission Resolution, and the City is thereby under a contractual obligation to pay the amount. Please proceed in conformance with this opinion.

**Craig E. Leen, City Attorney**

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**From:** Roberts, Leonard  
**Sent:** Thursday, December 03, 2015 1:23 PM  
**To:** Leen, Craig; Ramos, Miriam; Figueroa, Yaneris  
**Cc:** Gomez, Diana  
**Subject:** FW: Coral Gables Cinema Report

Craig, the Commission authorized the City to replace the HVAC system for the Cinema in October-15. The system was replaced by a non-City vendor, Evo, who happens to be the ongoing HVAC maintenance company for the Cinema. The City received a quote from its vendor, Weathertrol, for \$115k (see attached) vs. the \$45k from Evo. The HVAC system was down for two month and was considered an emergency replacement since the Cinema was

incurring approx. \$5k a month to rent a temporary system. Due to timing the City could not go through a formal bidding process to select Evo. Public works reviewed the proposal from the non-City vendor and approved the scope of their work (see attached, "Sent from the Coral Gables Public Works Department").

The Resolution states "the City would replace. Finances interpretation of "the City replacing" is with a City approved vendor. Evo is not a City vendor and Finance is having a dilemma in paying the invoice. Can you provide an opinion on the interpretation of the Resolution that would allow the City to pay Evo for the HVAC replacement? Another alternative could have the Cinema pay Evo and the City reimburse, I have not discussed this option with the Cinema, but I if you have issues drafting the opinion I can explore this option?

Please provide an opinion

-----Original Message-----

From: Pino, Ernesto

Sent: Thursday, October 15, 2015 9:00 AM

To: Roberts, Leonard

Thanks,

Leonard Roberts, CPA

Economic Development Assistant Director

The City of Coral Gables

1 Alhambra Plaza

Suite 617

Coral Gables, FL 33134

305-460-5314

305-445-9623 (fax)

Subject: FW: Coral Gables Cinema Report

Ernesto R. Pino, R.A., LEED AP  
Assistant Public Works Director  
(305) 460-5004

-----Original Message-----

From: Pino, Ernesto  
Sent: Thursday, October 15, 2015 8:12 AM  
To: Roberts, Leonard  
Cc: Rodriguez, Ralph; Ferrer, Lis  
Subject: RE: Coral Gables Cinema Report

Leonard,

The proposed chiller was reviewed by the Facilities staff and is approved. See attachment.

Thank you.

Ernesto R. Pino, R.A., LEED AP  
Assistant Public Works Director  
(305) 460-5004

-----Original Message-----

From: Roberts, Leonard  
Sent: Thursday, October 08, 2015 3:12 PM  
To: Pino, Ernesto

Cc: Rodriguez, Ralph; Ferrer, Lis

Subject: RE: Coral Gables Cinema Report

Ernesto, attached is the quote and system the Cinema received, can we discuss? The price is \$45k vs \$110k from Weathertrol

-----Original Message-----

From: Pino, Ernesto

Sent: Thursday, October 8, 2015 2:41 PM

To: Roberts, Leonard

Cc: Rodriguez, Ralph; Ferrer, Lis

Subject: FW: Coral Gables Cinema Report

Leonard,

The attached quote was submitted by Weathertrol for the replacement of the chiller. In the meantime, we are checking to see if the warranty is still active. It seems to me that it is much too soon for a chiller that was installed in 2008 to break down. What is the tenant's responsibility? Is it only for maintenance and not replacement? If it is, can they provide records of their maintenance schedule?

I also believe that Weathertrol's quote is on the high side.

Ernesto R. Pino, R.A., LEED AP

Assistant Public Works Director

(305) 460-5004

-----Original Message-----

From: Rodriguez, Ralph

Sent: Thursday, October 08, 2015 12:00 PM

To: Pino, Ernesto

Subject: Coral Gables Cinema Report

Please review and forward to Leonard Roberts

-----Original Message-----

From: [pw-lft@coralgables.com](mailto:pw-lft@coralgables.com) [mailto:[pw-lft@coralgables.com](mailto:pw-lft@coralgables.com)]

Sent: Thursday, October 08, 2015 11:46 AM

To: Rodriguez, Ralph

Subject: Sent from the Coral Gables Public Works Maintenance Department

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Device Name: FACPW2FL-7845A

<< File: Commission cover 10.27.15 (Cinema).pdf >> << File: Resolution - 10.27 (Cinema).pdf >>  
>> << File: Sent from the Coral Gables Public Works Department.html >> << File: Weathertrol  
Quote \$115K.pdf >>