

Molton Allen & Williams

Internal Control / Legal Issues to be Addressed

- Does the regular usage of a non-City email account (jasmar@asmarlawfirm.com) by John Asmar, Chief of Staff, to conduct City business violate the State Sunshine Law and fail to meet City email usage policy and document retention requirements under the Florida Sunshine Law?
- Why was MAW given exclusive access to prepare their detailed analysis?
- How is the document prepared by Molton Allen & Williams and issued to the City three months prior to the issuance of the RFP almost identical to the requirements of the RFP issued by the City?
- Has the Mayor and staff adequately disclosed all gifts given by a vendor?
- As the ultimate decision maker, has the Mayor violated City of Pensacola policy regarding accepting gifts from vendors?
- Have City purchasing guidelines been broken in this obvious backroom deal?
- Was the RFQ done purely to meet statutory requirements?

Molton Allen & Williams Timeline

September 2011 - Stuart Freeman of MAW approaches his friend Ashton Hayward and another friend John Asmar about MAW expanding its role in doing the City's insurance work. MAW has been a City vendor for many years. (Tab 21)

October 2011 - A dinner at Jackson's occurs where executives from MAW have a meet and greet with the Mayor and his staff to propose the idea of their company becoming the broker of record for the City. (Tab 24)

Throughout October of 2011 - John Asmar, working exclusively through his jasmar@asmarlawfirm.com email account, which is outside of the City's document retention ability and thus unable to be accessed as part of the City's Government in the Sunshine Compliance, and in personal meetings provides Freeman with information regarding the City's insurance policies. Asmar also provides access to City staff to gather all of the information necessary to evaluate the City's insurance position. (Tabs 21, 22 and 23)

November 2011 - MAW presents Asmar solely through his jasmar@asmarlawfirm.com email account with the case for using Molton Allen Williams as broker of record. The proposal included pricing from MAW of \$250,000 per year, a claimed \$350,000 savings to the City based on MAW's estimates although that amount is not verifiable. MAW account executive Freeman asks Asmar how to proceed with further meetings with City staff. (Tab 23)

This proposal was submitted 3 months before the RFQ was issued for the role.

It appears that no other insurers were invited or provided the access to the information or staff that MAW was provided prior to an RFQ being issued.

The document would not have been documented by the City at all if John Asmar hadn't forwarded emails from his jasmar@asmarlawfirm.com email account to Elisabeth Buswell of the Mayor's staff to schedule meetings as his personal email accounts are not subject to City record retention.

January 18, 2012 - There is a private dinner between all of the MAW executives and Mayor Hayward, Bill Reynolds and John Asmar at the MAW beach house. A private chef was retained to make the dinner. Rack of Lamb is served. A chauffeured car was sent to the Mayor's home to pick him up and take him home. (Tab 24)

February 9, 2012 - BID 12-016 was issued for Property Insurance - Broker of Record Services. Bids were opened on March 13, 2012. **Based on my review, the RFQ mirrors the MAW proposal received by Asmar as if it was custom tailored to MAW. (Tab 25)**

Based on the RFQ, the responses contain no pricing information. Just qualifications.

MAW has been selected and is currently in place as the broker of record.