

Press Release

Date: August 28, 2007

Time:

I am very pleased that the Grand Jury has completed its work and has determined that no criminal wrongdoing was involved in the County's purchase of the Jim Smith property. It is in everyone's best interest to have a conclusion to this matter. The Grand Jury's recommendations are well taken. I welcomed any fair minded inquiry into these facts to dispel the many misperceptions reported over several weeks by the local newspaper.

It is now evident that I did not represent Jim Smith personally or individually or agree to represent him in this matter. My actions were taken in order to authorize the county administrator to deal directly with Jim Smith himself on the issue of his property. I knew that the county administrator's communications were directly with Jim Smith and Jim Smith's communications were directly with Mr. Spratt and his staff. They met on the property, discussed various options, concurred on the sale of the property, and negotiated the sale price and the closing contract without my input. My function was to advise the County on legal issues. Based upon the facts presented to my office, I advised the county administrator that the county staff clearly had no right to enter the property and that doing so unequivocally infringed on Mr. Smith's property rights. While the extent of the damage done to the property was not addressed by my office, our research found no substantial arguable basis for these actions. This involvement was well within my charge as County Attorney, and was understood to be in my role as the county's legal officer. Providing this legal advice should have been an aid to the county administration in determining how to deal with Mr. Smith's claim, as well as providing guidance for their actions in the future, it was not a directive to purchase the property, which the county administrator was free to choose not to do so.

The decision was made by April 2 by the county administrator to buy the property and the appraisal process was started. From that point forward, my office conducted no further investigation and made no further attempt to evaluate the legal merits of Mr. Smith's claim. This matter was voted on at the Board of County Commissioners meeting on June 5, 2007. I was not there and did not see the BCC memo from the county administrator before the vote. I assumed that the agenda briefing included a full disclosure of the violation of Mr. Smith's property rights.

Although I did not provide legal representation to Jim Smith, apparently Mr. Spratt and others perceived that I did. Although my actions were clear, there was apparently confusion and ambiguity surrounding them. I understood my role and intent, but apparently failed in my attempt to explain it clearly to the administrator. Although at all times my conduct was open and ethical, the perception remained that it was not. My only desire was to allow the parties to negotiate between themselves to save the substantial expense of dealing with a well-founded property rights violation. The waiver of conflict letter was consistent with my course of dealing over 20 years as County Attorney in these situations. The Chair has executed such waivers because he or she is the "client", not the county administrator. Pursuant to a protocol which has been in place since before my association with the County Attorneys office 26 years ago, perceived, or possible conflict situations are handled on a rather routine basis by presenting a waiver letter to only the Chairman of the Commission. Although the letter implies that I could represent Smith, the purpose of the letter was to advise the Chair that I would not continue to represent Pinellas County, the only client I was representing, if the dispute continued into

litigation. Had the matter moved to litigation, the value of the property would have been an obvious issue, and as proof of value, one or both sides of the dispute would refer to the value placed on the parcel by the Property Appraiser (Mr. Smith in his Official Capacity), thus raising the issue of conflict. The fact of the matter is that the County administration recommended the purchase of the property not because of the legal issues referred to me for opinion, but because the County apparently believed that the land was needed for future flood control activities. The end result is that the county administration acquired property it said it needed for \$25,000 less than its appraised value and the county avoided the costs and expenses related to the inverse condemnation claim which the county probably could not successfully defend against based upon the county's prior actions. This was clearly pointed out in the Presentment returned by the Grand Jury in this matter.

I welcome further scrutiny of the events surrounding this matter. I have cooperated fully and testified truthfully. Over the past 27 years, I have put the best interests of Pinellas County first and will continue to do so if given the opportunity. I believe that this transaction was in the best interest of Pinellas County. I regret any confusion, misunderstanding or ambiguity regarding this matter.

Susan H.Churuti,
Pinellas County Attorney