

Vicki Lopez Lukis Responds to Miami Herald Article:

Money for Delinquent Girls Misspent

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Dear Editor:

I am disappointed that the Miami Herald chose to publish an article today entitled *Money for Delinquent Girls Misspent* based on a "draft" report that was issued prematurely with full knowledge that neither GAP nor I had any opportunity to respond to the allegations contained in the draft, and, more importantly, knew that the draft contained serious errors and omissions. Let me state clearly that neither I nor any member of the GAP's staff or board ever misspent state funds or falsified any document, period. These allegations were sent to the Department of Financial Services (DFS) Office of Fiscal Integrity (OFI), which did not find that any evidence of criminal wrongdoing.

The Miami Herald was informed that there exists documented proof that the draft contains several errors and omissions and that the draft report was going to be pulled back and reviewed. Indeed, the Herald knew that the circumstances surrounding the initiation of the DJJ IG investigation were suspect and that, therefore, the DJJ IG will no longer have jurisdiction over the GAP investigation.

Rather, the Governor's Inspector General's Office will assume jurisdiction and will conduct a full investigation to include the circumstances surrounding the initiation of this investigation.

The Miami Herald knows full well that the GAP contract was a so-called fixed lump sum contract (as opposed to a cost reimbursement contract) and that, as such, none of the expenditures alleged to have been made improperly were "reimbursed" nor sought to be reimbursed from any state entity. Rather, expenditures made by GAP in furtherance of its mission were made with GAP funds, which come from various public and private sources. The DFS OFI found that DJJ had not executed its contract with GAP in compliance with Florida Statutes. We contend that GAP should not be held liable for any contracting errors on the part of DJJ and will aggressively pursue any attempts by the state to do so.

Further, the Herald knew full well that any such expenditures were audited by an independent auditing firm and confirmed to be proper and in accordance with its contract with DJJ. Examples of expenditures that the Herald knows or should have known to be falsely reported in the IG draft report was that furniture was not purchased from my son's or husband's companies. Documentation provided to the DFS OFI, which the Herald has, clearly shows that all furniture and equipment was purchased from well-known vendors such as Apple, Dell, Office Depot, and other such office supply and equipment companies.

Further the Herald knew or should have known that no invoices or records were ever falsified. All invoices and services in question were verified by the DFS OFI through independent sources proving that GAP did not falsify any records or invoices that were submitted to DJJ for payment.

Further, the Herald knew or should have known that Destiny Coleman, a former GAP girl, traveled to Tallahassee on the invitation of the Florida Senate to testify about the collateral consequences that juveniles with criminal histories continue to face as they transition to adulthood. She was not in Tallahassee to lobby for more money as the Herald reported. This accusation is most egregious given Destiny's personal and moving testimony about her journey through the juvenile justice system and how it was impacting her ability to work and support her two young daughters.

Further, the Herald knew or should have known that GAP staff worked out of their homes during the start up phase and several months during its first year of operations prior to executing a lease for office space. All cell phone reimbursements were for business use during that period.

Further, the Herald knew or should have known that GAP submitted an estimated startup and operations budget to DJJ for the period July 1, 2006 - June 30, 2007. All expenditures were contemplated to begin on July 1, 2006 and the startup budget was approved by DFS and DJJ. GAP properly reimbursed its employees and subcontractors for their services once the approved startup funds were received from DJJ. GAP is not to blame if an agreement should have been executed by DJJ to formalize this understanding. It operated in good faith by providing the information that was requested to substantiate the startup funds.

Further, the Herald knew or should have known that the Bridging the Gap documentary was, in fact, related to GAP. The documentary included interviews of GAP girls, staff and even Judge Lederman. The documentary was the product of a project governed under a Memorandum of Agreement (MOA) between the Florida Departments of Corrections and Juvenile Justice, ArtSpring, Inc, GAP, Inc. and Vicki Lopez Lukis. The MOA stipulated that each party would cover its own costs related to the project and GAP complied with the terms of the MOA. The documentary and the writings collected of the women in prison is now part of the GAP curriculum and has been proven to be an effective intervention tool. Further, the Herald knew or should have known that GAP, Judge Lederman and others participated in the unveiling of this documentary at the University of Miami where the discussion revolved around the GAP program and the girls it serves. The documentary was submitted to the Film Festival and was selected for viewing. GAP staff was invited to speak about GAP and the girls its serves as part of the Festival's program. GAP staff from the GAP Palm Beach program traveled to Miami to participate in the presentation and all travel expenses were appropriate and approved by GAP.

Further, the Herald knew or should have known that any roaming charges incurred while I was on vacation in Europe to attend to GAP business is a bonafide business

expense and was appropriately reimbursed to me by GAP. Again, these expenditures were appropriate and approved by GAP.

Further, the Herald knew or should have know that I did not meet Judge Lederman in my role as a prison reform advocate. I met Judge Lederman during my years as an active member of the Junior League of Miami who had established a GAP Committee to provide its volunteers and resources to serve girls in detention. In addition, the Herald knew or should have known that I did not approach Judge Lederman to work as a GAP volunteer. It was Eileen Nexer and Mary Woolley-Larrea that invited me to continue to volunteer with girls in detention after I completed my Junior League GAP Committee service.

Further, the Herald knew or should have known that my lunch with Senator Bill Nelson's aide and Secretary Walters was to discuss ways to collaborate with the federal government on a potential juvenile justice gender specific pilot project through the U.S. Department of Justice Office of Juvenile Justice and Delinquency Prevention. Secretary Walters, who at the time was the head of Miami-Dade County Juvenile Services, was engaged at that time with many such projects and was invited to give background and technical assistance regarding such a pilot project.

Further, the Herald knew or should have known that my husband and I were not in any "financial difficulty" when Mary Woolley-Larrea called me to inquire if I would be interested in serving as the GAP Expansion director. I originally declined because I was very busy with the Bridging the Gap project and other projects surrounding my public policy and advocacy efforts but later accepted her offer when she agreed that I should and could continue those efforts while still serving as the expansion director.

Further, the Herald knew or should have known that my Junior League activities were intimately tied to GAP. At the time, GAP had expanded to Fort Myers, Orlando and Palm Beach because the Junior Leagues in those areas had either begun to volunteer with girls in detention or were embarking on such an effort. My role with Junior Leagues around the state was to educate them on the needs of girls in detention and to provide trainings and any guidance and direction to those leagues that were formal partners of GAP through Memorandum of Understandings that had been executed between GAP and their leagues.

Further, the Herald knew or should have known that any trips to Tallahassee for which I was reimbursed were for meetings with DJJ and legislators specifically related to GAP and its operations. All meetings were properly documented and approved by GAP's board of directors.

Moreover, the Herald knew or should have known that Judge Lederman attempted a hostile takeover of GAP on May 20, 2008 when she sent an email stating that she would be taking over the 501(c)(3) and electing new officers and Board members. She wanted to control all funds and operations of GAP Miami and utilize GAP, Inc.'s 501(c)(3) to achieve this goal. She took this action despite the fact that she

was not associated with GAP, Inc. Accordingly, the Board President asked her to cease and desist all of these efforts.

Judge Lederman then contacted Norm Powell, a lawyer, to mediate the situation. He stated that he represented members of the Miami Community Advisory Board (CAB) who had contacted them about transitioning of all responsibility of GAP Miami to the CAB and the return of GAP's funds that were raised in earlier years from the community. GAP was forced to hire legal counsel to protect its organization and funding. Norm Powell was notified that the CAB had no legal standing over the operations or funding related to GAP Miami.

On June 27, 2008, Judge Lederman hired Elizabeth Baker to represent her and other members of the CAB. In written correspondence to our legal counsel, Ms. Baker states that GAP is not authorized to use the name of any of her clients in any GAP publication or speech. In addition, she stated that her clients were exploring an appropriate remedy to restore funding to the CAB. More importantly, she expressed shock at the GAP budget she stated the legislature intended to be spent on services to young women. We found this surprising given that two of her clients, Mary Woolley-Larrea and Eileen Nexer were the authors of the original budget that was submitted to then Rep. Gus Barriero. In the original budget, Mary Woolley-Larrea was going to serve as GAP's Director at a salary of \$120,000 and Eileen Nexer was going to serve as the Community and Public Relations Liaison at a salary of \$80,000 and I was going to serve as the Training and Government Relations Specialist at a salary of \$80,000. Mary Woolley-Larrea decided not to resign from her state employment but rather executed a contract with GAP to provide services during the expansion efforts. She was paid \$30,000 and worked for GAP while she remained in the employment of the state. All of the original budgets prepared by Ms. Woolley-Larrea and Eileen Nexer were provided to DFS OFI as evidence.

I am most surprised at Rep. Barriero's comments regarding the percentage of dollars that were spent on administration given that he was provided with all of the original budgets, which clearly show that most of GAP's budget was to be spent on salaries. Judge Lederman filed her allegations on June 9, 2008 during the period when she was engaged in a battle with GAP to retain power and control over the 501(c)(3) and its funds.

The DJJ IG should have proceeded with caution knowing full well that the Judge's allegations could have been perceived as furthering her personal vendetta against GAP and those associated with GAP. Furthermore, the DJJ IG was aware that the contract GAP had executed with DJJ was a lump sum contract and thus, any question about how GAP spent its own funds, including those received from DJJ, were the concern of GAP's board of directors and not of DJJ since GAP was not required to seek approval of or submit expenditures to DJJ for reimbursement. More disturbing is that the DJJ IG never interviewed any GAP staff or board members prior to concluding their investigation, as is standard procedure. GAP was never made aware that their investigation had been concluded or that a report had been issued on June 23, 2011 until Carol Marbin Miller contacted GAP for a statement.

Upon reviewing the report, GAP noticed significant errors, erroneous assumptions and omissions as well as proprietary financial information. GAP immediately contacted DJJ to relay its concerns about the findings and the manner in which the investigation was handled. GAP requested that the report, which had obviously been issued prematurely and which contained false findings, be retracted immediately and that an investigation begin surrounding these allegations and how the DJJ IG handled the investigation. These concerns were shared with the Governor's IG Office and I subsequently met with the IG and the Deputy IG to discuss the seriousness of erroneous findings having been released. GAP has agreed to work with the Deputy IG to review the findings and the circumstances surrounding Judge Lederman's allegations.

We informed the Herald of all of these issues and asked that they exercise caution in their reporting and to wait for the completion of the Governor's IG investigation into these issues. Once this investigation is completed, I am confident that the findings will reflect that neither I nor anyone else associated with GAP ever used any of GAP's funds for personal gain. I am hopeful that the Herald will then report the truth as opposed to innuendos and false findings as has been demonstrated to be the case given the explanations offered in this letter.

In the interest of sound journalism practices, this article should be retracted immediately and the Herald should wait to report on this matter after the Governor's IG has completed its investigation.

Sincerely,

Vicki Lopez Lukis