

Biscayne Building
19 W. Flagler St., Suite 820
Miami, FL 33130
Phone (305) 579-2594
Fax (305) 579-0273

**Commission on Ethics &
Public Trust
Miami-Dade County**

Memorandum

To: Honorable Dennis Moss
Chair of the Board of County Commissioners

Date: September 3, 2010

From: Michael P. Murawski , Advocate
Commission on Ethics and Public Trust
Re: Becker & Poliakoff, P.A. conflict waiver

Background:

On August 18, 2010, Yolanda Cash Jackson, Esq., a member of the law firm Becker & Poliakoff P.A. (B&P) wrote to Miami-Dade Board of County Commissioners (BCC) Chairman Dennis Moss seeking a conflict of interest waiver.

B&P is a sub-consultant under Miami-Dade County contract Q75b. Said contract provides the County with state governmental representation and consulting services before the executive and legislative branches of the state including a full range of lobbying, governmental consulting and advocacy services.

Ms. Cash-Jackson, in her letter, explains that, in addition to B&P's contractual relationship with the County (the Q75b contract), her firm "has had an active local government practice led by Miguel Diaz de la Portilla. One of our very long time local government clients is Secure Wrap."

Secure Wrap, Inc. is a county vendor that for many years, under County contract, has provided luggage wrapping services at Miami International Airport (MIA).

On or about September 2009 the County advertised an RFP (MDAD 01-09) for luggage wrapping services at MIA. Secure Wrap submitted their proposal but, after the procurement proceedings, the contract award recommendation was given to Sinapsis Trading U.S.A., LLC.

Secure Wrap, through their legal representatives, B&P, protested the recommendation unsuccessfully.

On or about August 23, 2010 the County, through the Mayor's Office, received a Summons naming the County as Defendant and Secure Wrap as Plaintiff in a Complaint for Declaratory and Injunctive Relief arising out of the County's award of the luggage wrapping services contract to Sinapsis. B&P is the Plaintiff's attorneys.

Pursuant to BCC Resolution, the Commission on Ethics and Public Trust (COE) is to conduct conflict of interest checks and issue a report whenever a County contract lobbyist seeks a conflict waiver.

Investigation:

The COE conducted a fact finding inquiry which included:

An analysis of documents related to the luggage wrapping RFP and lobbying contract Q75b.

A review of Secure Wrap investigations conducted by the Office of the Inspector General and the COE.

Requested, received and reviewed documents from MDAD, and the CAO.

Consulted with the County Department of Procurement Management.

Conducted an interview of Ms. Cash-Jackson and B&P Attorney William Cea.

Analysis and Recommendation:

Ms. Cash-Jackson is the lead lobbyist for B&P on almost all issues assigned to B&P under the County lobbyist contract. Presently, there are no issues where B&P is retained as a lobbyist for the County that directly conflict with the issue involved in the Secure Wrap, Inc. lawsuit. Ms. Cash-Jackson advised that in her capacity as a lobbyist on behalf of the County she generally does not handle issues relating to MIA.

Ms. Cash-Jackson, nor any attorneys on her lobbyist team are involved in the litigation matter between Secure Wrap, Inc. and the County. B&P attorney William Cea is leading the litigation aspect of the case.

A waiver should be granted allowing B&P to continue to represent the County pursuant to contract Q75b as well as represent Secure Wrap, Inc with the limitation and restriction that no issues necessitating lobbyist services under contract Q75b that involve MIA be handled by B&P until the conclusion of the litigation between Secure Wrap, Inc. and the County. B&P should take internal steps to construct a "Chinese Wall"¹ between the department handling the Secure Wrap, Inc. litigation and Ms. Cash-Jackson's team of lobbyist attorneys.

¹ Chinese Walls are used in law firms when one part of the firm, representing a party on a deal or litigation, is separated from another part with contrary interests or with confidential information from an adverse party.