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Miami-Dade County Commission on Ethics and Public Trust

Memo

To: Mike Murawski
From: Karl Ross
Date: February 25, 2016
Re: K05-23 DEBORAH IRBY

PROBABLE CAUSE MEMO

After a prolonged investigation in tandem with the Miami-Dade County State Attorney's Office, there appears to be sufficient evidence to find Ms. Irby in violation of the county's ethics ordinance – in particular the following sections:

Section 2-11.1(d) **Further prohibition on transacting business** ... "No person ... shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which he or any member of his immediate family has a controlling financial interest, director or indirect ..."

Section 2-11.1(g) **Exploitation of official position prohibited.** "No person ... shall use or attempt to use his official position to secure special privileges or exemptions for himself or others ..."

As established in prior memos, Ms. Irby, in her capacity as Opa-locka city clerk, was tapped by the city's elected leaders to serve as the main organizer for last year's Arabian Nights Festival. Her responsibilities included booking musical acts for the event, among those a little-known hip-hop group from Spartansburg County, South Carolina, called "Fully Loaded." The group was represented locally by Jay-D Productions Inc., a Florida for-profit corporation in which she and her boyfriend, Jimmie Jenkins, serve as president and vice president respectively.

On Nov. 10, 2004, the city executed a contract with Jay-D Productions for \$5,500 to have Fully Loaded perform at the Arabian Nights event on Dec. 11. Ms. Irby signed the contract on behalf of the city while serving as the president of the corporation, according to public records and a sworn statement by Jenkins, who signed on behalf of Jay-D Productions. In doing so, Ms. Irby appears to have violated Section 2-11.1(d) of the ethics ordinance by transacting business with her own firm. Mr. Jenkins also stated that Irby prepared the contract that she later signed on behalf of the city.

It would appear, moreover, that Ms. Irby exploited her official position as defined in Section 2-11.1(g) by selecting Fully Loaded to perform at the festival, alongside established acts such as War, Big Daddy Kane, Doug E. Fresh, Grand Master Melle Mel & Scorpio and the Sugar Hill Gang. With the exception of Fully Loaded, all these acts – “Old School” rap or R&B artists – have established musical careers, with previous hit records and an enduring following. Fully Loaded, by contrast, has no such local following and is struggling to release its first CD. At the time of the show, Jenkins said he was working on a CD for the group, which he intended to produce on his label, Chu-Chu Records. Chu-Chu Records, it should be noted, is also named on the Nov. 11 contract between Opa-locka, Jay-D Productions and Fully Loaded.

In his April 15, sworn statement, Jenkins acknowledges that Irby entered into the contract with Fully Loaded, in coordination with him, in order to help launch the group. “At the time I was trying to get my group, Fully Loaded, out there,” he said. He said Irby consulted him at the time she prepared the contract, stating: “She just asked me, what do I want for the group? What do I think the group [is] going to be satisfied [with] in coming down to work for?” The payment of \$5,500 to an unknown act seems an excessive payday when considering Big Daddy Kane received the same amount. Big Daddy Kane is currently featured on the VH1 Website, and has released 11 albums and numerous singles, according to that Website. The Website also lists Big Daddy Kane among its 50 all-time greatest hip-hop artists.

It is clear Irby did not retain the services of Fully Loaded because of popular demand in Opa-locka. There was none. The only other musical act she directly contracted with was the group War, a legendary R&B act that recorded numerous hits in the 1970s. Her apparent interest was jump-starting an unknown act for the benefit of her boyfriend and their production company, Jay-D Productions.

Mr. Jenkins noted in his statement that Irby handles the business affairs of the company, and has invested her personal funds as seed money. In fairness, it does not appear that this has been a lucrative venture for either party. And Jenkins stated that while he kept \$500 from the Arabian Nights contract as a booking agent for Fully Loaded, he maintains that Irby did not receive any compensation. This investigator spoke to management for Fully Loaded in South Carolina – a “Miss Dianne” Foster on May 5 – and Foster reported the group received payment in full in the amount of \$5,000. The \$500 kept by Jenkins is industry standard, i.e. 10 percent.

Ms. Irby was scheduled to discuss this matter with ethics investigators today, but cancelled, saying she was acting on the advice of her lawyer. In addition to the above findings, this office has investigated cash transactions related to the festival that Ms. Irby was involved in. There does not appear to be any wrongdoing on Ms. Irby's part with regard to these transactions, though Ms. Irby should be required to account for a \$10,000 cash deposit into her personal bank account this past January. Officials at Wachovia Bank's subpoena department in Philadelphia are attempting to identify the source of those funds, at the request of this office.