

MIAMI-DADE COUNTY COMMISSION ON ETHICS & PUBLIC TRUST



REPORT OF INVESTIGATION

K #: 11-159

Date Opened: 12/21/11

Date Closed: 12/12/12

Name of Investigator: Manuel W. Diaz

Allegation:

The COE received information that City of Miami Gardens (CMG) Commissioner David Williams Jr. (Williams) may have accepted election campaign contributions from CMG vendors, in violation of City Code.

Background:

Williams was appointed to the CMG Commission to fill a vacancy in March of 2011. On January 14, 2012, a "Special Election" was held to fill a vacant seat on the Commission. Williams was elected to that Commission seat.

Applicable Legislation:

Code of Ordinances of the City of Miami Gardens

Sec. 2-478. - Prohibited campaign contributions by vendors.

(a) No person who is a vendor to the city shall give a campaign contribution directly, or through a member of the person's immediate family, or through a political action committee, or through any other person, to a candidate or to the campaign committee of a candidate....

(d) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) The term "vendor" means a person who transacts business with the city, or has been approved by the city council to transact business with the city or is listed on the city's approved vendor's list.

Miami Gardens Ordinance No. 2012-02-275

An Ordinance Amending Section 20478 of the Code of Ordinance, amending the definition of "Vendor".

The Ordinance contains the following language:

"Whereas, persons who have previously been approved by the City Council to transact business with the City or those who are listed on the City's approved vendor are not necessarily current City vendors,"

(d) Definitions, (corrected)

- (1) The term "vendor" means a person who is currently transacting Business with the City, has an existing contractual relationship with the City, or has any open purchase order with the City."

Investigation:

The Candidate Treasurers Reports submitted by Williams for the CMG "Special Election" in January 2012 were reviewed. The Q3 Report for the period 7/1/11 through 9/30/11 indicates that Williams received a campaign contribution from Becker-Poliakoff, P.A., 3111 Stirling Rd., Ft. Lauderdale, FL 33056, on 9/30/11 for \$500.00.

The vendors list for the CMG was obtained. A review of the list indicates that Becker-Poliakoff is a listed vendor with CMG.

Interviews:

David Williams Jr., CMG Commissioner

Williams was interviewed on December 4, 2012 at the COE. Present representing Williams was Joseph Geller (Geller), Esq. Greenspoon Marder, P A, 100 W Cypress Creek Rd., Ste. 700, Fort Lauderdale, FL 33309

Williams acknowledged that his campaign had received a contribution from Becker-Poliakoff. He conceded that he should have been more careful in reviewing the CMG vendors list prior to accepting the contribution. The news media pointed out the violation and he realized that he may have accepted the contribution inappropriately and he returned the contribution.

Geller explained that the CMG had passed Ordinance No. 2012-02-275 to clarify the definition of “Vendor”.

Williams provided a copy of the Becker-Poliakoff, P.A. check (# 203534) dated September 27, 2012, in the amount of \$500.00 to “David Williams Jr. Campaign Fund.” He also provided a copy of a David Williams Jr. Campaign Account check (#1025) dated January 23, 2012, for \$500.00 to Becker-Poliakoff, P.A. The notation on the check reads “reimbursement for Returned Check.”

During the interview, Geller provided a copy of a David Williams Jr. Campaign Account refund check to Community Crusade Against Drugs of South Florida, Inc. (Community Crusade). Geller explained that Williams had received a campaign contribution from Community Crusade and decided to return the contribution in an “abundance of caution.” Geller noted that Community Crusade had received a CGBD Grant from CMG. Williams was employed by a Florida Not-For-Profit which was affiliated with Community Crusade and Williams did not wish to create the perception of a conflict. Geller noted that, when the item approving the CGBD Grant came to a vote in September 2011, Williams abstained from the matter and filed the appropriate State Form 8B declaring a possible conflict.

Danny Crew (Crew), City Manager for CMG

Crew advised that he and Williams discussed the definition of a CMG vendor. Crew recommended a change to clarify the term “Vendor.” The Commission accepted the recommendation and voted to approve the ordinance on February 22, 2012.

Yolanda Cash-Jackson (Cash-Jackson), Attorney, Becker-Poliakoff, P.A.

Cash-Jackson advised that she requested the donation to the Williams campaign account. She explained that she is a lobbyist for CMG in Tallahassee and routinely makes contributions to individuals running for election in the municipalities that Becker-Poliakoff represents. She did not believe that she made the contribution during the time that Becker-Poliakoff represented the CMG. She added that she has known Williams for some time. She advised that she does not recall if Williams contacted her in reference to his campaign donation.

Pam Thompson (Thompson), Director of Procurement for CMG.

Thompson advised that the last payment for services rendered to CMG by Becker-Poliakoff was made to Becker-Poliakoff on September 2, 2011. She provided a copy of the agreement between the CMG and Becker-Poliakoff. The last day of the agreement was September 30, 2011, to coincide with the end of the 2010-2011 budget cycle.

Conclusion:

This investigation revealed that Williams did, in fact, receive a campaign contribution from Becker-Poliakoff. However, although Becker-Poliakoff was on the vendors list, it had concluded its contract with the City just prior to making the campaign contribution and was not scheduled to receive any further payments from the City. In others words, Becker and Poliakoff had concluded its business with the City but the ministerial act of removing them from the vendor list had not yet taken place. If the ordinance, as amended, had been in place at the time Williams received the contribution from Becker and Poliakoff, they would not have been considered a vendor.

Williams also received a campaign contribution from Community Crusade; however, Community Crusade was not strictly a vendor but rather was an organization that had received a grant from the City. The City amended its Code to more clearly define who qualifies as a vendor. Community Crusade would not be a vendor under the new definition.

Williams returned both campaign contributions. It should be pointed out that failure on the part of the City to maintain a comprehensive, accurate vendor list is not an excuse for violating the prohibition on accepting contributions from City vendors. Similarly, failure by a candidate to verify that the contributions he receives are not from a City vendor is no excuse for violating the ordinance.

In this case, because Williams returned the prohibited contributions and because of the arguably vague definition of what constituted a “vendor” under the ordinance, the filing of a complaint is not warranted. However, the City has now amended its ordinance and is on notice that it must maintain an accurate, comprehensive vendor list.