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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Substitute
Agenda Item No. 1(I)(1)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: September 10, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Resolution regarding a conflict waiver request by Becker & Poliakoff, P.A. pursuant to its state lobbying contract

Resolution No. R-848-10

This substitute differs from the item initially placed on the agenda in that the Prime-Sponsor is Senator Javier D. Souto. In addition, the required report from the Commission on Ethics and Public Trust has been attached to the item.

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Senator Javier D. Souto.

R. A. Cuevas, Jr.
County Attorney

RAC/jls

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: September 10, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Substitute Agenda Item No. 1(I)(1)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

✓ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Substitute
Agenda Item No. 1(I)(1)
9-10-10

RESOLUTION NO. R-848-10

RESOLUTION REGARDING A CONFLICT WAIVER REQUEST BY BECKER & POLIAKOFF, P.A. PURSUANT TO ITS STATE LOBBYING CONTRACT

WHEREAS, the law firm of Becker & Poliakoff, P.A. is a member of Miami-Dade County's (the "County") state lobbying team; and

WHEREAS, Becker & Poliakoff, P.A. submitted the attached letter seeking the County's consent to its representation of Secure Wrap of Miami, Inc. in a contract/procurement dispute with the County; and

WHEREAS, the lobbying contract between Becker & Poliakoff, P.A. and the County provides that the Board may take, in its sole discretion, any action regarding a waiver request, including but not limited to the following:

1. Grant a waiver and allow Becker & Poliakoff, P.A. to represent both the County and the other party; and
2. Refuse to grant a waiver and void its contract with the Becker & Poliakoff, P.A.; and
3. Grant a limited waiver, allow the firm to continue to represent both the County and the other party under whatever limitations or restrictions the County in its sole discretion determines to be appropriate; and

WHEREAS, Resolution No. 56-10 provides that contract lobbyist conflict waiver requests shall be submitted directly to the Chairman of the Board of County Commissioners who shall place the item on the next available Board agenda,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board grants the request by Becker & Poliakoff, P.A. to represent Secure Wrap of Miami Inc. in its contract/procurement dispute with the County.

The Prime Sponsor of the foregoing resolution is Senator Javier D. Souto. It was offered by Commissioner **Dorrin D. Rolle**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman **aye**
Jose "Pepe" Diaz, Vice-Chairman **aye**

Bruno A. Barreiro	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of September, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. JMM

Jess M. McCarty

BECKER & POLIAKOFF

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August 18, 2010

Reply To:
Fort Lauderdale
Yolanda Cash Jackson, Esq.
Direct dial: (954) 985-4132
YJackson@becker-poliakoff.com

Via Email

The Honorable Dennis Moss
Miami-Dade County Board of County Commissioners
10710 S.W. 211 Street, Suite 204
Miami, FL 33189

Dear Chairman Moss:

As you know our law firm was founded in Miami-Dade County over 35 years ago and has a long and beneficial history with the County. We have enjoyed representing the County in Tallahassee and have fought hard and accomplished a lot. At the same time, our law firm has had an active local government practice led by my partner Miguel Diaz de la Portilla. One of our very long time local government clients is Secure Wrap. Unfortunately, we find our law firm now adverse to Miami-Dade County in that our long time client Secure Wrap has insisted that our law firm continue to represent them in a contract-procurement dispute with the County. We hereby seek a waiver of conflict from the County.

We are hopeful that any adversity will quickly resolve itself, and we can at that time move forward to with our work with the County. We thank you for all your considerations and look forward to a quick resolution of the dispute.

Cordially,

Yolanda Cash Jackson
For the Firm

YCJ/cl

cc: Jess McCarty, Assistant County Attorney, Miami-Dade County
Gary Rutledge, Esq., Rutledge, Ecenia, et. al.
Alan Becker, Esq., Becker & Poliakoff, P.A.
Miguel Diaz de la Portilla , Esq., Becker & Poliakoff, P.A.

ACTIVE: 3067547_1

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Commission on Ethics & Public Trust

Miami-Dade County

Memorandum

To: Honorable Dennis Moss
Chair of the Board of County Commissioners;
Honorable Commissioner Javier D. Souto;
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.

By: _____

Michael P. Murawski

[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.