

MEMORANDUM

Agenda Item No. 1(I)(1)

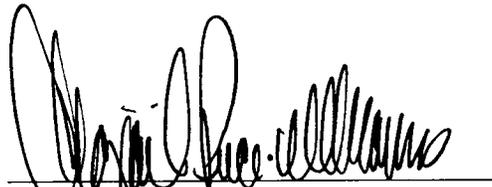
TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: September 21, 2010

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

SUBJECT: Resolution regarding conflict
waiver request by Greenberg
Traurig, P.A. pursuant to its
federal lobbying contract

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Natacha Seijas.



R. A. Cuevas, Jr.
County Attorney

RAC/jls



MEMORANDUM

(Revised)

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

DATE: September 21, 2010

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

SUBJECT: 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 _____

Agenda Item No. 1(I)(1)

9-21-10

RESOLUTION NO. _____

RESOLUTION REGARDING CONFLICT WAIVER
REQUEST BY GREENBERG TRAURIG P.A.
PURSUANT TO ITS FEDERAL LOBBYING
CONTRACT

WHEREAS, the law firm of Greenberg Traurig, P.A. is a member of Miami-Dade County's (the "County") federal lobbying team; and

WHEREAS, Greenberg Traurig, P.A. submitted the attached letter seeking the County's consent to its representation of (i) The Richman Group Affordable Housing Corp. and its affiliated entities (collectively, "The Richman Group") in connection with its acquisition of limited partner interests in the Scott Carver IIB, Limited Partnership and Scott Carver IIC, Limited Partnership (collectively, "Scott Carver Limited Partnership Interests") and (ii) Wells Fargo Bank, National Association ("Wells Fargo") in its role as fiscal agent in connection with the financing of the housing projects to be known as Scott Carver IIA/IIB and Scott Carver IIC, respectively ("Scott Carver Financing"); and

WHEREAS, the lobbying contract between Greenberg Traurig, 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 Greenberg Traurig, P.A. to represent both the County and the other parties; and
2. Refuse to grant a waiver and void its contract with the Greenberg Traurig, P.A.; and

3. Grant a limited waiver by allowing Greenberg Traurig, P.A. to continue to represent both the County and the other parties 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; and

WHEREAS, pursuant to Resolution No. R-632-10, a copy of the attached conflict waiver letter was submitted to the Commission on Ethics for a report and recommendation to be presented to the Board at the time the conflict waiver request is considered,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board grants the request by Greenberg Traurig, P.A. to (i) represent the Richman Group in connection with its purchase of the Scott Carver Limited Partnership Interests; and (ii) Wells Fargo in its role a fiscal agent in the Scott Carver Financing.

The Prime Sponsor of the foregoing resolution is Commissioner Natacha Seijas. It was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

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

Bruno A. Barreiro
Carlos A. Gimenez
Barbara J. Jordan
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto

Audrey M. Edmonson
Sally A. Heyman
Joe A. Martinez
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 21st 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: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Gerald T. Heffernan

Edward W. Lam
Tel.: (312) 456-1065
Fax: (312) 899-0318
lamew@gtlaw.com

Warren S. Bloom
Tel.: (407) 999-2520
Fax.: (407) 420-5909
bloomw@gtlaw.com

August 20, 2010

The Richman Group Affordable Housing Corp.
Joanne D. Flanagan
General Counsel
340 Pemberwick Road
Greenwich, Connecticut 06831

Miami-Dade County
Robert Cuevas, Jr.
County Attorney
11 N.W. 1st Street
Miami, Florida 33128

Wells Fargo Bank, N.A.
Marylou R. Frey
Vice President
Relationship Manager
Corporate Trust Services
301 E. Pine Street - Suite 1150
Orlando, FL 32801

Re: Scott Carver IIB, Limited Partnership and Scott Carver IIC, Limited Partnership (collectively, the "Partnerships")

Ladies and Gentlemen:

This letter will serve to confirm our mutual understanding and agreement with respect to this firm's legal representation of (i) The Richman Group Affordable Housing Corp. and its affiliated entities ("**Richman**"), in connection with its acquisition of limited partner interests in the Partnerships (the "**Richman Transaction**"), and (ii) Wells Fargo Bank, National Association ("**Wells Fargo**"), in connection with its administration of the Funding Loan (as defined below) (the "**Wells Transaction**").

ALBANY
AMSTERDAM
ATLANTA
AUSTIN
BALTIMORE
BOSTON
BRUNSWICK
CHICAGO
DALLAS
DELAWARE
DENVER
FORT LAUDERDALE
HOUSTON
LAS VEGAS
LONDON
LOS ANGELES
MIAMI
MINNEAPOLIS
NEW HAVEN
NEW YORK
ORANGE COUNTY
ORLANDO
PALM BEACH COUNTY
PHILADELPHIA
PORTLAND
ROME
SAN FRANCISCO
SEATTLE
SILICON VALLEY
TALLAHASSEE
TAMPA
TROY
WASHINGTON, D.C.
WHITE PLAINS
WIREN

It is contemplated that the Partnerships will, among other things, construct and operate low-income affordable housing projects located in Miami-Dade County, Florida, to be known as Scott Carver IIA/IIB and Scott Carver IIC (collectively, the "**Projects**"). The financing of the Projects will be from Miami-Dade County, a political subdivision of the State of Florida ("**County**") (the "**Financing Transaction**"), the Housing Finance Authority of Miami-Dade County (Florida), the proceeds of which will be from Citibank, N.A. (the "**Funding Loan**"), and Richman, in the form of equity contributions.

As you are aware, Greenberg Traurig, P.A. ("**Firm**") has served and acted (and may in the future serve and act) as legal counsel to the County. The Firm also may serve as legal counsel to Richman and Wells Fargo from time to time. As you are further aware, and with your express approval and consent, we have been engaged by Richman and Wells Fargo to represent Richman and Wells Fargo in connection with the Richman Transaction and the Wells Transaction, respectively.

The Firm has agreed to undertake the representation of Richman and Wells Fargo with the express consent and agreement of each of the County, Richman, and Wells Fargo, and our mutual understanding and agreement as follows:

1. Each of Richman and Wells Fargo confirms and agrees that the Firm may continue to represent the County (and/or its agencies) on any and all matters other than in connection with the Richman Transaction and/or the Wells Transaction, and other matters adverse to Richman and/or Wells Fargo.

2. Neither Richman nor Wells Fargo has been required to select the Firm as its attorneys as a prerequisite or consideration for the Financing Transaction.

3. Subject to paragraph 4 below, the (i) County consents to the Firm's representation of Richman and Wells Fargo in connection with the Richman Transaction and the Wells Transaction, respectively, (ii) Richman consents to the Firm's representation of Wells Fargo in connection with the Wells Transaction, and (iii) Wells Fargo consents to the Firm's representation of Richman in connection with the Richman Transaction, and each of the County, Richman, and Wells Fargo, waives any objection or potential conflict with respect to such representations. The Firm shall not represent the County in any capacity with respect to the Financing Transaction.

4. Because of the Firm's prior and continuing relationship with the County, Wells Fargo, and Richman, the Firm advises each of County, Wells Fargo, and Richman, and each such party agrees, that if a conflict with respect to the Richman Transaction, the Wells Transaction, or the Financing Transaction should at any time in the future arise between or among the County, Richman, or Wells Fargo, and notwithstanding that the County has relied on separate counsel for the Financing Transaction, the Firm shall be privileged to, and shall, withdraw from representing any party in connection with such conflict. In addition, the Firm agrees that its representation of Richman and Wells Fargo will not involve any challenge to the authority of the Board of County

The Richman Group Affordable Housing Corp.
Miami-Dade County
Wells Fargo Bank, N.A.
August 20, 2010
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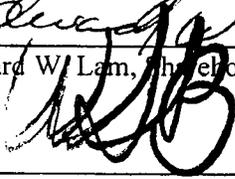
Commissioners (“**Board**”), any Board policy or the constitutionality or legality of any County Code provision.

Please indicate your agreement and consent to the foregoing by signing the enclosed copy of this letter where indicated and returning same to my attention. A facsimile copy of this letter and all signatures hereon shall be considered as originals for all purposes.

Sincerely,

GREENBERG TRAURIG, P.A.

By: 
Edward W. Lam, Shareholder

By: 
Warren S. Bloom, Shareholder

cc: Bruce Giles-Klein
Gerald T. Heffernan, Esq., Assistant County Attorney (via facsimile)
Jonathan I. Lessner

AGREED AND ACCEPTED:

THE RICHMAN GROUP AFFORDABLE HOUSING CORP. MIAMI-DADE COUNTY, FLORIDA

By: _____
Name: Joanne D. Flanagan, Esq.
Its: General Counsel

County Attorney

WELLS FARGO BANK, N.A.

By: _____
Name: _____
Its: _____

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Biscayne Building
19 West Flagler Street
Suite 220
Miami, Florida 33130
Phone: (305) 579-2594
Fax: (305) 579-2656

Miami-Dade County
Commission on Ethics
and Public Trust

Memo

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

From: Michael P. Murawski
Ethics Commission Advocate

Date: September 7, 2010

Re: K10-128 Richman Group et al./
Greenberg Traurig waiver request

After consultation with the Miami-Dade County Attorney's Office, no immediately identifiable conflict has been found in connection with the above waiver request.

If at any time in the future, concerns about a possible conflict should arise in connection with the above, then Greenberg Traurig should re-contact Chairman Moss and the Ethics Commission at that time for further review. At this time, Ethics Commission has no objections to the waiver request.

By: 

Michael P. Murawski

Cc:

Board of County Commissioners

Clerk of the Board