



MEMORANDUM

Agenda Item No. 111

TO: Honorable Chairman Joe A. Martinez, and
Members, Board of County Commissioners

DATE: January 20, 2011

FROM: Honorable Harvey Ruvin, Clerk
Circuit and County Courts

SUBJECT: Conflict Waiver Request
Greenberg Traurig

Diane Collins, Division Chief
Clerk of the Board Division

Diane Collins

Pursuant to the provisions of Resolution R-1017-10, the attached Conflict Waiver Request received from the law firm of Greenberg Traurig, is presented for the Board's consideration.

The report and recommendation of the staff of the Commission on Ethics and Public Trust is being submitted as a supplement to this item.

DC/fcd
Attachments

December 17, 2010

The Honorable Harvey Ruvin
Miami-Dade Clerk of Courts and
Clerk to the Board of County Commissioners
73 West Flagler Street, RM 242
Miami, FL 33130

**Re: Request for Conflict Waiver / Discussions Between TransMontaigne and
Miami-Dade County Regarding TransMontaigne Fuel Terminal**

Dear Mr. Ruvin:

This firm represents Miami-Dade County as both Bond Counsel and as a contract lobbyist before the federal government. Resolution No. 1017-10 of the Miami-Dade Board of County Commissioners requires that all requests for conflict waivers from the County's contract lobbyists be submitted to you so as to be scheduled for the next available Board of County Commissioners meeting agenda and forwarded to the Executive Director of the Commission on Ethics and Public Trust so that the Commission on Ethics and Public Trust can conduct the review and complete the report required by Resolution No. 632-10. Accordingly, I have enclosed a letter addressed to the appropriate County officials requesting a conflict waiver so that this firm may represent TransMontaigne in soon to be commenced discussions with staff of the Port of Miami regarding the TransMontaigne Fuel Terminal.

If you have any questions or would like to discuss this request further, please contact me at 305-579-0772. Thank you for your attention to this matter.

Very truly yours,



Kerri L. Barsh

cc: Mr. Robert Cuevas, Jr., County Attorney
Mr. Steve Bass, Assistant County Attorney
Mr. Jose I. Rasco, Director of OIA

RECEIVED BY CLERK
Circuit & County Courts
DADE COUNTY, FLORIDA

DEC 21 2010

1:17 PM

CLERK OF BOARD

December 15, 2010

Mr. Jose Rasco, Director
Office of Intergovernmental Affairs
Miami-Dade County
111 N.W. 1st Street
Miami, Florida 33131

Robert Cuevas, Jr., Esq.
County Attorney
Miami-Dade County
111 N.W. 1st Street
Miami, Florida 33131

RECEIVED BY CLERK
Circuit & County Courts
DADE COUNTY, FLORIDA

DEC 21 2010

1:17 PM

CLERK OF BOARD

Erik B. Carlson, Esq.
Executive Vice President, General Counsel, and Secretary
TransMontaigne Partners L.P.
1670 Broadway, Suite 3100
Denver, CO 80202

**Re: TransMontaigne Partners L.P. / Request for Conflict Waiver /
Discussions Regarding Port of Miami Fuel Terminal**

Dear Messrs. Rasco, Cuevas, and Carlson:

This letter will serve to confirm our mutual understanding and agreement with respect to this firm's legal representation of TransMontaigne Partners L.P., ("TransMontaigne"), in connection with its discussions with the staff of the Miami-Dade Seaport Department, (the "Port of Miami"), regarding TransMontaigne's Fuel Terminal located on Fisher Island and related matters.

As you are aware, Greenberg Traurig, P.A. (the "Firm") has served and acted (and may in the future serve and act) as legal counsel to Miami-Dade County in various capacities which, at present, include Bond Counsel and Federal Government Lobbyist pursuant to Contract No. Q74a, dated February 6, 2006. The Firm also serves as legal counsel to TransMontaigne. Subject to the County's express consent, we have been engaged by TransMontaigne to represent it in preliminary discussions with the Port of Miami, which is a Department of Miami-Dade County, regarding the future of TransMontaigne's Fuel Terminal and related matters. Although these discussions are very preliminary in nature, the Firm, in an abundance of caution and, due to the possibility that these initial discussions will give rise to more detailed negotiations, hereby requests that the County execute this conflict waiver according to the terms set forth below.

The Firm has agreed to undertake the representation of TransMontaigne with the express consent of both TransMontaigne and the County, and our mutual understanding and agreement is as follows:

1. TransMontaigne 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 TransMontaigne Fuel Terminal located on Fisher Island.

2. TransMontaigne has not been required to select the Firm as its attorneys as a prerequisite of any type.

3. Subject to paragraph 4 below, the County consents to the Firm's representation of TransMontaigne regarding its Fuel Terminal and waives any objection or potential conflict with respect to such representation. The Firm shall not represent the Port of Miami or the County in any capacity with respect to the Fuel Terminal.

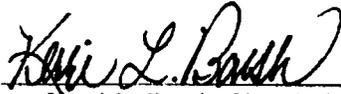
4. Because of the Firm's prior and continuing relationship with the County and TransMontaigne, the Firm advises each party, and each such party agrees, that if a conflict with respect to the Fuel Terminal on Fisher Island should at any time in the future arise between the County and TransMontaigne, and notwithstanding that the County has relied on separate counsel for this matter, the Firm shall be privileged to, and shall, withdraw from representing any party in connection with such conflict.

5. The Firm agrees that its representation of TransMontaigne will not involve any challenge to the authority of the Board of County Commissioners ("Board"), any Board policy or any facial challenge to 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 as indicated and returning it to my attention. A facsimile copy of this letter and all signatures shall be considered as originals for all purposes.

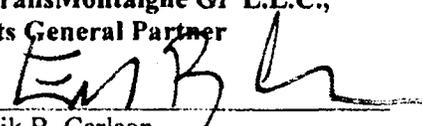
Sincerely,

GREENBERG TRAURIG, P.A.

By: 
Kerri L. Barsh, Shareholder

cc: The Honorable Harvey Ruvlin, Clerk of the Board
Gerald T. Heffernan, Esq., Assistant County Attorney (via e-mail)

AGREED AND ACCEPTED:

TRANSMONTAIGNE PARTNERS L.P.
By: **TransMontaigne GP L.L.C.,**
its General Partner
By: 
Erik B. Carlson
Executive Vice President

MIAMI-DADE COUNTY, FLORIDA

County Attorney