

January 20, 2011

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**Commission on Ethics &
Public Trust**

Miami-Dade County

Memorandum

To: Miami Dade County
Board of County Commissioners

Date: January 12, 2011

From: Michael P. Murawski, Advocate
Commission on Ethics and Public Trust



Re: GreenbergTraurig/TransMontaigne Conflict Waiver Request

COE No.: K10-178

CLERK, COMMISSION ON ETHICS & PUBLIC TRUST
DADE COUNTY, FLA
#1

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CLERK OF THE BOARD

Background:

On December 17, 2010, Kerri I. Barsh, Esq., a member of and shareholder in the law firm of GreenbergTraurig P.A. (GT), wrote to Clerk of the Court, Harvey Ruvin, to request a conflict waiver pursuant to County Resolution R-632-10. The waiver was requested in order for GT to represent TransMontaigne Partners L.P. (TM) in connection with its discussions with the staff of the Miami-Dade Seaport Department (Seaport) regarding TM's fuel terminal located on Fisher Island.

GT currently serves as legal bond counsel to the County and is one of the County's Federal Government Lobbyists under County contract Q75a.

In a memorandum to the Miami-Dade Commission on Ethics & Public Trust (COE) dated December 27, 2010, Clerk of the Board Division Acting Chief Diane Collins requested the COE conduct a review of the GT Conflict Waiver request.

Investigation:

The COE conducted a fact finding inquiry which included:

- Interviews and discussions with Seaport personnel.
- Discussions with Intergovernmental Affairs Director, Joe Rasco, who oversees contract Q75a.

- Discussions and interviews with GT attorneys Kerri Barsh and Jim Leshaw
- Review and analysis of GT's August, September and October 2010 legislative reports submitted to the BCC.
- GT's 2009 Year End Legislative Update to the BCC.
- Review of database searches of TM.
- TM vendor inquiry through the Miami-Dade County Procurement Department (DPM).

The COE determined the following:

1. TM is an oil and fuel storage and transportation company with operations throughout the United States.
2. TM's subsidiary, TransMontaigne Product Services, Inc.(TMP), is the property owner of a fuel terminal located on Fisher Island.
3. TM, through its, TMP subsidiary provides fuel to various vessels utilizing the Seaport and Miami River, including but not limited to cruise ships.
4. According to Seaport Business Initiatives Manager, Kevin Lynskey, the Seaport began preliminary discussions with TM/TMP regarding a fuel depot to be located on Seaport/County property that would serve the Seaport and its customers with their fuel needs.
5. This proposed fuel depot, due to its location, would utilize fuel/oil pipelines for fuel/oil delivery from the holding facilities, effectively reducing the current use of fuel/oil barges from the TM Fisher Island terminal to the cruise ships and other end users.
6. TM has numerous subsidiaries in a number of regions throughout the United States. Their Fisher Island fuel facility is the only one they currently own in Miami-Dade County.

Conclusion

Pursuant to County Ordinance No.00-64, "no person or entity that received compensation from the County for lobbying on behalf of the County or any of its agencies or instrumentalities at either the state, national or municipal level shall represent any entity in any forum to support a position in opposition to a position of the County unless the Board grants a specific waiver for a specific lobbying activity."

Additionally, County Resolution No. 56-10 requires all County contract lobbyists to obtain a waiver from the Board for any actual or perceived conflicts of interest.

There is no evidence that GT's representation of TM currently is in opposition to or conflicts with any interest or position of the County. GT contends that their representation of TM does not conflict with their role as bond counsel for the County or in any way from fulfilling their obligations to the County under contract Q75a.

Neither the Office of Intergovernmental Affairs nor the Seaport voiced any opposition to the granting of a conflict waiver in this matter.

The COE inquiry did not uncover any reason to deny GT a conflict waiver, however, GT is reminded of its continuing affirmative duty to promptly bring to the County's attention any future actual or perceived conflict that may arise.