



MEMORANDUM

Agenda Item 15(B)2

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

DATE: May 17, 2011

FROM: Honorable Harvey Ruvin, Clerk
Circuit and County Courts

SUBJECT: Conflict Waiver Request
Greenberg Traurig

Christopher Agrippa
Transitional Division Chief
Clerk of the Board Division

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 an attachment to this item.

CA/fcd
Attachment



RECEIVED BY CLERK
Circuit & County Courts
DADE COUNTY, FLORIDA

APR 27 2011

2:33 PM

CLERK OF BOARD

Lucia A. Dougherty
Tel 305.579.0603
Fax 305.961.5603
dougherty@gtlaw.com

April 22, 2011

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

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

Mr. Bart Seidler
1940 Fillmore Street
San Francisco, California 94115

**Re: The Ingraham Building / Request for Conflict Waiver in Order
to File an Appeal from Determination of a Special Master
Regarding a Water Bill**

Dear Messrs. Rasco, Cuevas and Seidler:

As previously discussed this letter will serve to confirm our mutual understanding and agreement with respect to this firm's legal representation of The Ingraham Building in connection to the above.

Greenberg Traurig, P.A. (the "Firm") represents Miami -Dade County as both Bond Counsel and as a contract lobbyist before the Federal Government pursuant to Contract No. Q74a, dated February 6, 2006. The Firm also serves as legal counsel to The Ingraham Building. Subject to the County's express consent, we have been engaged by The Ingraham Building to represent it in connection with an appeal of the determination of the Special Master regarding a water bill.

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

1. The Ingraham Building 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 Ingraham Building.

2. The Ingraham Building 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 The Ingraham Building and waives any objection or potential conflict with respect to such representation.

4. Should The Ingraham Building be successful in the appeal, the determination will result in a new hearing before to the Special Master

5. The Firm agrees that its representation of the Ingraham Building will not involve any challenge to the authority of the Board of County 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 TRAUIG, P.A.

By:



Lucia A. Dougherty, Shareholder

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

AGREED AND ACCEPTED:

MIAMI-DADE COUNTY, FLORIDA

By: _____
Bart Seidler

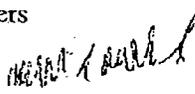
County Attorney

MIA 181,844,100 V3

AGENDA ITEM COVER MEMO

To: Miami-Dade County
Board of County Commissioners

Date: April 29, 2011

From: Michael P. Murawski 
Advocate for the Commission
On Ethics and Public Trust

Re: Conflict Waiver Request
Greenberg, Traurig, P.A.

Pursuant to the provisions of Resolution R-1017-10, the attached Conflict Waiver Request received from the law firm of Greenberg, Traurig, is being 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.

Biscayne Building
19 W. Flagler St., Suite 820
Miami, FL 33130
Phone (305) 579-2594
Fax (305) 579-0273

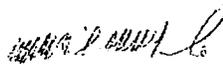
Commission on Ethics &
Public Trust
Miami-Dade County

Memorandum

To: Miami Dade County
Board of County Commissioners

Date: April 29, 2011

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



Re: GreenbergTraurig Conflict Waiver Request

COE case #: K11-061

Background:

On April 22, 2011, Lucia A. Dougherty, Esq, a member of and shareholder in the law firm of GreenbergTraurig P.A. (GT) wrote to, among others, County Attorney Robert Cuevas, requesting a Conflict Waiver pursuant to County ordinance in order to represent The Ingraham Building (TIB) in connection with its appeal of a determination by a Special Master regarding a water bill. A copy of said letter is attached hereto as Exhibit A. GT currently serves as legal Bond Counsel to the County and is one of the County's Federal Government Lobbyists under County contract Q75a.

Pursuant to County Resolutions R-107-10 and R-632-10, Christopher Agrippa, Transitional Division Chief Clerk of Courts/Clerk of the Board requested the COE conduct a review of the GT Conflict Waiver request.

Investigation:

The COE conducted a fact finding inquiry which included:

- Discussion with Assistant County Attorneys Jess McCarty and Henry Gilman.
- Discussion/ interview with Lucia Dougherty, Esq.
- Discussion/interview with Gloria Vazquez, Esq., private counsel for TIB.
- Reviewed appellate brief filed in matter of TIB v. Miami-Dade County and Miami-Dade Water and Sewer Department (WASD).

The COE determined the following:

TIB has a billing dispute with WASD. It appears that, historically, TIB has been billed between \$3, 156.86 to \$7, 476.23 on a monthly basis for its water bill. In August 2010, WASD installed a new water meter and subsequent readings totaled \$62,919.67 and \$19,070.02 per month. Subsequent to that, a second, new meter was installed and the monthly bills returned to the previous levels. Once this happened, TIB asked WASD to adjust the charges in question and the matter was referred to a Special Master. However, when TIB came before the Special Master, the Special Master informed TIB that he had no discretion to contradict the amount indicated by the water meter. As a result of this failure to resolve the matter, the only recourse for TIB is to appeal the ruling of the Special Master. It should be noted that attorney Gloria Velazquez filed the brief on behalf of TIB but that attorneys from GT will be presenting the oral argument. Should TIB prevail on appeal, it would not automatically be granted an adjustment on the inflated

charges in question but would be given another hearing consistent with the Court's ruling.

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.

Based upon COE review of this matter, the representation of TIB appears to be a straightforward billing dispute between TIB and WASD.

Representation of TIB in this matter by GT does not appear to conflict with GT's role as Bond Counsel for the County or in any substantial or foreseeable manner interfere with GT from fulfilling their obligations to the County under contract Q75a.

The COE investigation 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.



Lucia A. Dougherty
Tel 305.579.0603
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ldougherty@gtlaw.com

April 22, 2011

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

Mr. Robert Cuevas, Jr., Esq.
County Attorney
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3. Subject to paragraph 4 below, the County consents to the Firm's representation of The Ingraham Building and waives any objection or potential conflict with respect to such representation.

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5. The Firm agrees that its representation of the Ingraham Building will not involve any challenge to the authority of the Board of County Commissioners ("Board"), any Board policy or the constitutionality or legality of any County Code provision.

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Sincerely,

GREENBERG TRAUIG, P.A.

By: 

Lucia A. Dougherty, Shareholder

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

AGREED AND ACCEPTED:

MIAMI-DADE COUNTY, FLORIDA

By: _____
Bart Scidler

County Attorney

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