MEMORANDUM

Agenda Item No. 11(A)(9)

TO:	Honorable Vice Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners	**DATE:**	December 4, 2012
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution consenting to representation of Solo on the Bay, Inc. and Quadel Consulting, Inc. by Genovese Joblove and Battista, P.A.

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

MEMORANDUM
(Revised)

TO: Honorable Vice Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners

DATE: December 4, 2012

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

SUBJECT: Agenda Item No.11(A)(9)

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.11(A)(9)
12-4-12

RESOLUTION NO. _____

RESOLUTION CONSENTING TO REPRESENTATION OF SOLO ON THE BAY, INC. AND QUADEL CONSULTING, INC. BY GENOVESE JOBLOVE AND BATTISTA, P.A.

WHEREAS, Miami-Dade County ("County") competitively selected Quadel Consulting, Inc. ("Quadel") to administer, on the County's behalf, the Section 8 Housing Choice Voucher Program, and the associated Family Self Sufficiency Program, Homeownership Vouchers and Project Based Voucher Program; and

WHEREAS, pursuant to the contract ("Contract") between the County and Quadel, Quadel is obligated to indemnify, hold harmless and defend the County from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County may incur as a result of lawsuits arising out of, relating to or resulting from the performance of the Contract; and

WHEREAS, currently there are three (3) pending lawsuits in which the County has been named as a defendant; and

WHEREAS, the before-mentioned lawsuits have been filed by Section 8 Housing Choice Program applicants or participants who believe they have been aggrieved by actions taken by Quadel on behalf of the County; and

WHEREAS, Quadel has engaged the law firm of Genovese, Joblove & Battista, PA ("Genovese, Joblove & Battista") to represent both theirs and the County's interests in these lawsuits; and

WHEREAS, Genovese, Joblove & Battista is also currently representing Solo on the Bay, Inc. ("Solo on the Bay"), which has filed suit against the County for wrongful eviction from the former Haulover Marina Restaurant; and

WHEREAS, Genovese, Joblove & Battista recently became aware of and notified the County that it has a conflict in continuing to represent Quadel in those cases arising out of the Contract because of their representation of Solo on the Bay; and

WHEREAS, Genovese, Joblove & Battista has requested that the Board of County Commissioners consent to its continued representation of Quadel and Solo on the Bay, as stated in the accompanying email,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board hereby consents to Genovese, Joblove & Battista continued representation of Solo on the Bay in connection with the lawsuit between Solo on the Bay and the County regarding the wrongful eviction action.

Section 2. This Board hereby further consents to Genovese, Joblove & Battista continued representation of Quadel in connection with those lawsuits arising from Quadel's performance under the Contract.

The Prime Sponsor of the foregoing resolution is Commissioner Xavier L. Suarez. 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:

Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	Juan C. Zapata

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of December, 2012. 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.

Terrence A. Smith

Smith, Terrence (CAO)

From: Gonzalez, Alfredo [agonzalez@gjb-law.com]
Sent: Tuesday, October 09, 2012 10:57 AM
To: Padron, Joanne (DIST7); dwolfe@miamidade.gove; f (xaviersuarezesq@aol.com)
Cc: Gonzalez, Alfredo; Smith, Terrence (CAO); Stepan, James
Subject: County matter
Attachments: solo_10092012.pdf; Conflict Waiver Reso (TAS MR final draft 10-05-12).doc

Dear Commissioner Suarez:

In accordance with our conversation this morning, I need your assistance.

I have enclosed a conflict waiver as Exhibit "A" that I need you to discuss with your county attorney, Terrence Smith (305) 375-1322 and sponsor for consideration by the County Commission. Needless to say, time is of the essence.

I have represented Quadel Consulting ("Quadel") which has managed your Section 8 Voucher program for the last four (4) years. I started representing Quadel and the County at my previous firm, Adorno & Yoss. When I moved to Genovese Joblove & Battista, we ran a conflict check and it came back clear. Unfortunately, a mistake was made and we have one (1) case in which my new firm is adverse to the County. I have attached as Exhibit "B" a description of the case ("Solo Case"). It concerns the wrongful termination of a lease.

The case does not challenge any county ordinance and is not substantial. Further, none of the attorneys working on the Solo Case will be representing the County on Quadel matters. Moreover, our experience and knowledge of the cases involving the County and Quadel would serve to provide quality representation to the County on the most efficient basis. Our firm will take no further cases against the County.

Your support is appreciated and should you have any questions, please do not hesitate to call.

GENOVESE JOBLOVE & BATTISTA P.A.
Attorneys at Law

Alfredo L. Gonzalez, Esq.
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Miami, Florida 33131
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Miami | Fort Lauderdale

CFN 20080436708 OR BK 26400 Pg 2855(1pg)
RECORDED 05/28/2008 15:21:03
HARVEY RUVIN, CLERK OF COURT, MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO. 07-18577 CA 08

SOLO ON THE BAY, INC., a Florida corporation,

Plaintiff,

v.

MIAMI-DADE COUNTY, a Municipality of the State of Florida,

Defendant.

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NOTICE OF LIS PENDENS

TO DEFENDANT AND ALL OTHERS IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED of the institution of this action against you by the Plaintiff seeking declaratory and injunctive relief affecting the following described real property in Miami-Dade County Florida:

> The Restaurant, Patio and Terrace of Haulover Park Marina Grill, 10880 Collins Avenue, Miami Beach, FL 33154 as more particularly described in paragraph 3.01 of that certain Lease and Concession Agreement recorded in Official Records Book 12165 at Page 950, et seq. of the Public Records of Miami-Dade County, Florida.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via U.S. Mail this 28th day of May, 2008 on Monica Rizo, Esq., Assistant County Attorney, Stephen P. Clark Center, 111 N.W. 1st Street, 27th Floor, Miami, FL 33128.

GENOVESE JOBLOVE & BATTISTA, P.A.
Attorneys for Plaintiff
100 S.E. Second Street, 44th Floor
Miami, Florida 33131
Telephone: (305) 349-2300
Facsimile: (305) 349-2310

By: Richard Sarafan
Richard Sarafan, FBN 296805
Theresa Van Vliet, FBN 374040

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