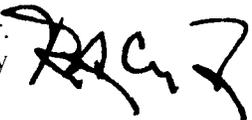


Memorandum



Date: October 5, 2010

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioner

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

Subject: Transmittal of request for grant of conflict waiver -Bond Counsel Hogan Lovells

Agenda Item No. 13(A)(1)

I have received the attached letter from Hogan Lovells US LLP (“Hogan Lovells”), one of the County’s bond counsel firms, requesting a conflict of interest waiver from the Board so it may represent United States Aircraft Insurance Group in a bankruptcy matter involving Pan American World Airways (“Pan Am”). In that proceeding, the County has asserted claims against United Aircraft Insurance Group stemming from Pan Am’s leasing of space at Miami International Airport.

I am submitting the request to the Board for its consideration in accordance with the current policy for conflict waiver. That policy is articulated in the latest RFQ for selection of bond and disclosure counsel, which is set forth below. The specific policy applicable to conflict waivers involving litigation adverse to the County is underlined:

The current policy on conflict of interest waivers permits bond counsel to represent third parties in legal matters involving the County other than litigation so long as such representation does not challenge the authority of the Board, a Board policy or the constitutionality or legality of a County Code provision. A request for a conflict of interest waiver shall be presented to the County Attorney in writing. Such a request is routinely granted for matters that meet the criteria in the previous sentence. With respect to litigation adverse to the County, Senior Counsel and/or Associate Counsel may present a written request for a conflict of interest waiver to the County Attorney to submit to the County Commission for consideration on a case by case basis. If a conflict of interest waiver is not granted, Senior Counsel and/or Associate Counsel shall not undertake the representation of a third party in any matter involving the County.

Hogan Lovells has stated in its request that during the course of its representation, it will not challenge the authority of the Board, a Board policy, or the constitutionality or legality of a County code provision and if such a challenge should arise, it would withdraw from representing the United Aircraft Insurance Group.



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August 26, 2010

R.A. Cuevas, Jr.
County Attorney's Office
111 Northwest First Street
Suite 2810
Miami, FL 33128

Re: Miami Dade County, Florida v. Associated Aviation Underwriters, United States Aircraft Insurance Group, United States Aviation Underwriters, Inc., et al - Pan Am

Dear Mr. Cuevas:

As per your telephone call with Wanda Whigham of my firm, we hereby request your consent to Hogan Lovells US representation of United States Aircraft Insurance Group in connection with the above matter.

Pan American World Airways leased property at Miami International Airport from Miami Dade County from 1948 until its demise in bankruptcy in 1992. Miami Dade County has asserted that Pan Am assigned to Miami Dade County its claims to coverage under policies issued by certain insurers in the Pan Am bankruptcy case. United States Aircraft Insurance Group is represented in the above litigation by Polsinelli Shughart LLP. We have been asked by United States Aircraft Insurance Group to assist Polsinelli Shughart with respect to the bankruptcy court aspects of this dispute.

We ask that Miami Dade County consent to our undertaking this representation. Please submit this request to the Miami Dade County Board of County Commissions.

To my knowledge, the proposed representation does not challenge the authority of the Board of County Commissioners, Board of County Commissioners policy or the constitutionality or legality of a County Code provision. If at any time, the proposed representation would require a challenge to

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the authority of the Board, a Board policy or the constitutionality or legality of a County Code provision, we agree that we will withdraw from the representation.

Should you have any questions, please contact me by telephone or e-mail. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Ira S. Greene', written over a faint circular stamp or watermark.

Ira S. Greene

Partner
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