

# **Exhibit 2 - Bond Counsel Agreements for Legal Services**

## **AGREEMENT FOR LEGAL SERVICES**

This Agreement for Legal Services ("Agreement"), by and between BROWARD COUNTY, a political subdivision of the state of Florida ("County"), and BRYANT MILLER OLIVE, P.A. ("Counsel") (collectively, the "Parties"), is effective on the date it is executed by the second of the two Parties ("Effective Date").

WHEREAS, County desires to retain Counsel to provide legal services to and for County, its agencies and authorities, including the Housing Finance Authority and Health Facilities Authority (collectively, "County"), in connection with the issuance and sale of bonds and notes, as well as the handling of other specialized financing instruments and transactions,

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1. Scope of Services.**

1.1. Consistent with the terms and conditions herein, Counsel shall provide legal services in connection with bond or other debt financing transactions of County, including performing all services identified in this Agreement and in **Exhibit "A,"** attached hereto and made a part hereof. Counsel, from time to time and upon such terms and conditions as may be approved by the County Attorney or designee, may also be requested to perform legal services in connection with other specialized finance matters involving the County, including, but not limited to, tax and bankruptcy matters.

1.2. The services described in Section 1.1 above shall be provided with respect to those matters assigned to Counsel by the Office of the County Attorney. Such assignment shall be evidenced by written notice, acknowledgment, or letter to Counsel from the County Attorney or designee ("Notice of Assignment"). The Office of the County Attorney, in its sole and absolute discretion, shall assign bond issues and other financing matters to the various law firms competitively selected as special counsel based on the best interest of County. Notwithstanding anything to the contrary in this Agreement, the Office of the County Attorney, in its sole and absolute discretion, may, at any time during the term of this Agreement, make necessary or appropriate changes to the methods and procedures for assignment of services.

1.3. Upon request, Counsel shall provide the Office of the County Attorney with a status report containing all information pertinent to an assigned matter. Such report shall be provided no later than three (3) business days after Counsel's receipt of such request, or within such other time frame as established by the County Attorney or designee.

### **2. Compensation and Method of Payment.**

2.1. Compensation for services shall be paid to Counsel in accordance with **Exhibits "A" and "B,"** attached hereto and made a part hereof, and the Notice of Assignment

for the applicable transaction. Requirements for reimbursement of expenses are set forth in **Exhibit "C,"** attached hereto and made a part hereof. Expenses other than automobile expenses must be documented by copies of paid receipts or other evidence of payment.

2.2. Payment of compensation to Counsel is contingent upon the consummation of the applicable financing transaction, unless otherwise set forth in **Exhibit "A"** or in the applicable Notice of Assignment. Counsel shall submit invoices for compensation and reimbursement of expenses no later than sixty (60) days after the consummation of the applicable financing transaction.

2.3. Invoices for hourly or flat-fee assignments pursuant to **Exhibit "B"** may be submitted only after the services or expenses upon which such invoices are based have been completed or incurred. Such invoices must be received no later than sixty (60) days after the assignment is completed.

2.4. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to the instructions prescribed by the County Attorney or designee. Payment may be withheld for failure of Counsel to comply with a term, condition, or requirement of this Agreement.

2.5. Payment shall be made to Counsel at:

Grace E. Dunlap, Esquire  
Bryant Miller Olive, P.A.  
One Tampa City Center, Suite 2700  
Tampa, FL 33602

### **3. Term and Time of Performance.**

3.1. This Agreement shall begin on the Effective Date and shall end on the third anniversary of such date ("Term"), provided, however, that if the term of this Agreement extends beyond a single fiscal year of County, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from County in accordance with Chapter 129, Florida Statutes. At the sole option of the County Attorney upon at least sixty (60) days' advance written notice to Counsel, the Term of this Agreement may be extended, for up to two (2) additional one (1) year periods, upon the same terms and conditions.

3.2. Time is of the essence for the performance of all duties, obligations, and responsibilities under this Agreement.

**4. Termination.**

4.1. This Agreement may be terminated for cause by the aggrieved party, with County acting by and through the County Attorney, if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach, or may be terminated for convenience by the County Attorney, upon not less than thirty (30) days' advance written notice to Counsel. This Agreement may also be terminated by the County Attorney upon such notice as the County Attorney deems appropriate in the event that termination is necessary to protect the public health, safety, or welfare. An erroneous termination for cause shall be considered a termination for convenience.

4.2. In the event that this Agreement is terminated for convenience, Counsel shall be paid for any services performed to the date the Agreement is terminated. Upon being notified of the County Attorney's election to terminate, Counsel shall refrain from performing further services or incurring additional expenses under this Agreement, unless otherwise instructed by the County Attorney. Counsel acknowledges and agrees that Ten Dollars (\$10.00) of compensation to be paid by County, the adequacy of which is hereby acknowledged by Counsel, is given as specific consideration to Counsel for County's right to terminate this Agreement for convenience. Upon such termination for convenience, Counsel shall cooperate with the County Attorney or designee in facilitating the orderly and professional transfer of its responsibilities and files under this Agreement.

**5. Audit and Public Records.**

5.1. Audit. County, acting by and through its County Auditor, shall have the right to audit the books and records of Counsel pertinent to the funding under this Agreement. Counsel shall preserve and make available, at reasonable times for examination and audit by the County Auditor, all financial records, supporting documents, and other documents pertinent to this Agreement for a period of three (3) years after expiration or termination of this Agreement, or, if any audit has been initiated and audit findings have not been resolved at the end of the three years, such books and records shall be retained until resolution of the audit findings.

5.2. Public Records. Counsel shall comply with all applicable requirements of the Florida Public Records Act with respect to Counsel's records relating to, arising from, or in connection with this Agreement.

**6. Conflict of Interest.**

6.1. Counsel shall strictly comply with the terms and conditions of the Conflicts of Interest Policy for Outside Legal Counsel ("Conflict of Interest Policy") set forth in Section 18.88 of the Broward County Administrative Code, as may be amended from time to time.

6.2. Counsel certifies that it does not know of any facts concerning this Agreement and the services to be performed hereunder which constitute a violation of the Conflict of Interest Policy. Counsel acknowledges that the Conflict of Interest Policy is more restrictive than the professional code of ethics governing attorney conduct. Counsel acknowledges that the County Attorney, in his or her sole discretion, shall have final authority to determine the existence of a conflict of interest and any and all necessary corrective actions, including termination of this Agreement.

6.3. It is important that Counsel be independent and impartial in order to properly render services to County. Accordingly, Counsel shall not act as counsel in any lawsuit or other adversarial proceeding in which County is named as a party or in which Counsel takes or may take a position adverse to County.

6.4. Neither Counsel nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship substantially antagonistic to or incompatible with Counsel's loyal and conscientious exercise of judgment related to its performance under this Agreement.

6.5. Counsel agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such person give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, that is adverse or prejudicial to the interests of County, in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section 6.5 shall not preclude such person from representing himself or herself in any action or in any administrative or legal proceeding.

6.6. If, at any time, Counsel's firm desires to represent a client in matters having to do with the Broward County government, Counsel must contact the County Attorney before undertaking such representation so that it can be determined whether a conflict of interest exists. All actual, potential, or apparent conflicts of interest must be disclosed to the County Attorney or designee as soon as they are known.

**7. Indemnification.** Counsel shall at all times indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend the County, its officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim") raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or part, by any acts or omissions of Counsel, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement. In the event that any Claim is brought against an Indemnified Party, Counsel, upon written notice from the County Attorney or designee, shall defend each

Indemnified Party against each such Claim by counsel satisfactory to the County Attorney or, at the County Attorney's option, pay for an attorney selected by the County Attorney to defend the County. To the extent considered necessary by the County Attorney, any sums due Counsel under this Agreement may be retained by County until all claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The obligations of this section shall survive the expiration or termination of this Agreement.

## **8. Insurance.**

8.1. In order to insure the indemnification obligation contained above, Counsel agrees to maintain Professional Liability coverage with the limits of liability provided by such policy to be no less than Five Million Dollars (\$5,000,000.00) for each claim with a maximum deductible of One Hundred Thousand Dollars (\$100,000.00) unless otherwise approved in advance by the County's Risk Management Division ("RMD"). Counsel shall maintain the coverage continuously in force for a minimum of two (2) years following the expiration or termination of this Agreement and shall annually provide RMD with evidence of continuous coverage. Such insurance coverage shall be on a coverage form acceptable to RMD, issued by companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII."

8.2. Counsel agrees to maintain a Business Automobile Liability Insurance Policy with the limits of liability provided by such policy to be no less than One Million Dollars (\$1,000,000.00) for each claim. The Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, nonowned, and hired automobiles used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

8.3. Within thirty (30) calendar days after the Effective Date, Counsel shall furnish the RMD Director or designee with appropriate proof of the insurance coverage required by this section. Proof may be Certificates of Insurance, all endorsements, or the entire policy at the discretion of RMD.

8.4. The requirements of this section may only be waived or revised in writing by the Director of RMD.

**9. Ownership of Documents.** Any and all reports and other data and documents provided or created in connection with this Agreement are and shall remain the property of the County. Upon expiration or termination of this Agreement, any reports and other data and documents prepared by Counsel, whether finished or unfinished, shall become the property of County and shall be delivered by Counsel to the County Attorney or designee within seven (7) days after expiration or termination of this Agreement. Any compensation due to Counsel may be withheld until all documents are received as provided herein.

**10. Independent Contractor.** Counsel is an independent contractor under this Agreement. In providing services under this Agreement, neither Counsel nor its agents shall act as officers, employees, or agents of County. Counsel shall not have the right to bind County to any obligations not expressly undertaken by County under this Agreement.

**11. Nondiscrimination.**

11.1. Counsel shall not unlawfully discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

11.2 Counsel shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Counsel shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Counsel shall take affirmative steps to ensure nondiscrimination in employment against persons with disabilities.

11.3 By execution of this Agreement, Counsel represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from Counsel all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

**12. Public Entity Crimes Act.** Counsel represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Counsel further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Counsel has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, County, acting by and through its County Attorney, shall have the right to

immediately terminate this Agreement and recover all sums paid to Counsel under this Agreement.

**13. Notices.** Whenever either party desires to give notice to the other, such notice must be sent by email with a hard copy sent by registered or certified United States Mail, postage prepaid, return receipt requested, or by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**FOR BROWARD COUNTY:**

Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: [jacoffey@broward.org](mailto:jacoffey@broward.org)  
[aashton@broward.org](mailto:aashton@broward.org)

**FOR COUNSEL:**

Grace E. Dunlap, Esquire  
Bryant Miller Olive, P.A.  
One Tampa City Center, Suite 2700  
Tampa, Florida 33602  
Email: [gdunlap@bmolaw.com](mailto:gdunlap@bmolaw.com)

**14. Assignment and Performance.** Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Counsel without the prior written consent of the County Attorney. If Counsel violates this provision, the County Attorney shall have the right to immediately terminate this Agreement. Counsel represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Counsel agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

**15. Miscellaneous.**

15.1. Third Party Beneficiaries. Neither of the Parties intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that



there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

15.2. Contingency Fee. Counsel represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Counsel, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County, acting by and through the County Attorney, shall have the right to terminate this Agreement without any further liability to Counsel. Alternatively, if such representation is false, the County Attorney, in his or her sole discretion, may deduct from the compensation due Counsel under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

15.3. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15.4. Compliance with Laws. Counsel shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

15.5. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

15.6. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

15.7. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 15 of this Agreement, the provisions contained in Articles 1 through 15 shall prevail and be given effect.

15.8. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States

District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, COUNSEL AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

15.9. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Broward County Board of County Commissioners and Counsel, or others delegated authority or otherwise authorized to execute same on their behalf.

15.10. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

15.11. Payable Interest.

15.11.1. Payment of Interest. County shall not be liable to pay any interest to Counsel for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Counsel waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for postjudgment interest, if such application would be contrary to applicable law.

15.11.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

15.12. Incorporation by Reference. Attached **Exhibits "A," "B," and "C,"** and **Schedules A-1, A-2, A-3, and A-4** are incorporated into and made a part of this Agreement.

15.13. Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

15.14 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Execution Pages Follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Legal Services on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and COUNSEL, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Joni Armstrong Coffey, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

Insurance requirements  
approved by Broward County  
Risk Management Division

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
Annika E. Ashton  
Assistant County Attorney

**AGREEMENT FOR LEGAL SERVICES BETWEEN BROWARD COUNTY AND  
BRYANT MILLER OLIVE, P.A.**

COUNSEL

BRYANT MILLER OLIVE, P.A.

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

AEA/dnt  
2017 Bond Counsel Agreement  
08/15/17  
#17-141.00  
219193

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. Bond Counsel Services.**

- A. Scope. Counsel's scope of services as bond counsel shall include, but not be limited to, the following duties and responsibilities:
1. Reviewing legal issues and questions in consultation with the Office of the County Attorney and County staff relating to the structure of the bond issue or other debt financing arrangement;
  2. Preparing and reviewing all documents necessary to implement the transaction including, but not limited to, resolutions, supplemental or amended resolutions, ordinances, trust indentures, notices of sale, loan agreements, escrow agreements, credit enhancement commitments and related documentation, tax compliance certificates, swap agreements, and closing documents; and coordinating the authorization and execution of same;
  3. Assisting the issuer in seeking from other government authorities any approvals, permissions, and exemptions necessary or appropriate in connection with the authorization, issuance, sale, and delivery of the bonds or other financing instruments;
  4. Attending meetings of County relating to the issuance of debt, including attendance at TEFRA hearings and other public meetings;
  5. Reviewing or preparing those sections of the offering document to be disseminated in connection with the transaction, financing documents, bond counsel opinion, and tax exemption;
  6. Reviewing bond purchase contracts and providing feedback;
  7. Rendering the bond counsel opinion regarding the validity and binding effect of the bonds, the source of payment and security for the bonds, and the excludability of interest on the bonds from gross income for federal or state income tax purposes, and providing all other required legal opinions;
  8. Providing guidance, and reviewing and preparing documents, for the use of derivative products in connection with the issuance of bonds;

9. Preparing the official transcript for the bond issue and delivering it in both professionally-bound form and high-quality, searchable electronic form within ninety (90) days after consummation of the transaction;
  10. Attending preclosings and closings;
  11. Providing continuing advice regarding any actions necessary to ensure that the interest on the bonds will continue to be tax-exempt;
  12. Providing continuing legal advice on issues relating to the sale and administration of the debt obligations;
  13. Preparing validation pleadings, and attending and representing County at validation hearings;
  14. Keeping County informed of rulings issued by federal and state regulatory agencies that impact the issuance or administration of the bonds;
  15. Reviewing or preparing documentation associated with postclosing activities through maturity or redemption of the bonds;
  16. Assisting in postclosing regulatory investigations, actions, or matters involving transactions in which Counsel served as bond counsel;
  17. Adhering to all deadlines established by County for the review and preparation of documents; and
  18. Performing all other necessary or appropriate legal services to consummate the transaction.
- B. Compensation. Compensation for bond counsel services specified in Section 1.A., above, shall be paid in accordance with attached **Schedules A-1, A-2 A-3, and A-4**, as applicable. Except as provided in Section C immediately below, payment of compensation shall be contingent upon the closing of the transaction.
- C. Conduit Transactions. In all conduit transactions, Counsel will be compensated by the borrower. Counsel shall enter into a separate retainer agreement or fee letter with each borrower, in a manner consistent with this **Exhibit "A"** and the applicable attached **Schedule**. Once executed, a copy of each retainer agreement or fee letter shall be furnished by Counsel to the County Attorney or designee. Counsel shall be entitled to compensation on an hourly basis, as set forth in **Exhibit "B"** hereof, from any prospective borrower which, after using Counsel's

services, decides to pursue an alternate method of financing. However, such hourly compensation shall not exceed the maximum fee specified for the transaction in the applicable attached **Schedule**. Under no circumstances shall County be liable for the payment of Counsel's fees or expenses in connection with any conduit transactions.

## **II. Disclosure Counsel Services.**

- A. Counsel's scope of services as disclosure counsel shall include, but not be limited to, the following duties and responsibilities:
1. Preparing preliminary and final official statements;
  2. Providing a "10b-5" negative assurance opinion with respect to the official statements;
  3. Reviewing applicable law and pertinent documents;
  4. Reviewing or preparing bond purchase contracts;
  5. Reviewing rating agency presentations and investor presentations for consistency with official statements and for compliance reasons;
  6. Reviewing due diligence questions from underwriters and assisting in the preparation of responses thereto;
  7. Participating, as requested, in due diligence and working group meetings and discussions with stakeholders;
  8. Attending meetings related to the transaction, including preclosings and closings;
  9. Consulting with, and responding to questions from, County officials and staff regarding matters relating to continuing disclosure requirements, including the requirements of Securities and Exchange Commission Rule 15c2-12 ("Rule"). Responsibilities with respect to continuing disclosure shall include:
    - i. Assisting with the determination of whether an action, activity, or event constitutes a "material event," as defined in the Rule, and preparing the appropriate disclosure of such material event;



- ii. Assisting County with the review of the annual financial information needed to comply with the Rule and any current continuing disclosure statement;
  - iii. Reviewing County's audited financial statements for purposes of confirming compliance with the Rule and any current continuing disclosure agreements;
  - iv. Assisting County in officially disclosing any material failure to comply with the Rule;
  - v. Keeping County informed of rulings issued by federal and state regulatory agencies that impact County's disclosure practices, and exercising diligence in ensuring that County is in compliance with all disclosure requirements;
  - vi. Assisting County in modifying and updating its comprehensive disclosure policies and strategies in accordance with best practices;
  - vii. Reviewing postissuance best practices relating to tax compliance and providing guidance with respect to Internal Revenue Services (IRS) general inquiries.
- 10. Assisting in postclosing regulatory investigations or matters involving transactions in which Counsel served as disclosure counsel;
  - 11. Adhering to all deadlines established by County for the review and preparation of documents; and
  - 11. Performing all other necessary or appropriate legal services to consummate the transaction.
- B. Compensation for disclosure counsel services specified in Section II.A., above, shall be paid in accordance with the applicable attached **Schedule**. Payment of such compensation shall be contingent upon the closing of the transaction.

**III. Special Engagement Services.**

- A. As special engagement counsel from time to time, Counsel shall assist County with specialized public finance matters, including, but not limited to, taxation and bankruptcy matters.

- B. The terms and conditions for the performance of such special engagement services, including the scope of such services and the compensation to be paid therefor, shall be mutually agreed to by Counsel and the County Attorney (or designee), and such terms and conditions shall be specified in the Notice of Assignment for each particular matter.

## SCHEDULE A-1

FEE SCALE FOR BOND, NOTE, AND CERTIFICATE OF PARTICIPATION TRANSACTIONS (EXCLUDING CONDUIT TRANSACTIONS SET FORTH IN **SCHEDULES A-2, A-3, AND A-4**)

SIZE OF ISSUE	GENERAL OBLIGATION BONDS OR NOTES (GOBs)		FIXED RATE REVENUE BONDS OR NOTES		VARIABLE RATE REVENUE BONDS OR NOTES		REFUNDING GOBs		REFUNDING REVENUE BONDS OR NOTES		LEASE-PURCHASE BONDS/ CERTIFICATES OF PARTICIPATION	
First \$ 25,000,000	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.75 *	\$43,750	\$1.50 *	\$37,500	\$1.75 *	\$43,750	\$1.75 *	\$43,750
Second \$ 25,000,000	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.50 *	\$37,500
Third \$ 25,000,000	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.25 *	\$31,250
Fourth \$ 25,000,000	\$.50 *	\$12,500	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$1.00 *	\$25,000
Fifth \$ 25,000,000	\$.25 *	\$ 6,250	\$.50 *	\$ 12,500	\$.75 *	\$18,750	\$.50 *	\$ 12,500	\$.75 *	\$18,750	\$.75 *	\$18,750
Sixth \$ 25,000,000	\$.25 *	\$ 6,250	\$.25 *	\$ 6,250	\$.50 *	\$12,500	\$.25 *	\$ 6,250	\$.50 *	\$12,500	\$.50 *	\$12,500
Anything Above \$150,000,000	\$.20 *	\$_____	\$.20 *	\$_____	\$.30 *	\$_____	\$.20 *	\$_____	\$.25 *	\$_____	\$.30 *	\$_____

\*All fees on this schedule are on a per \$1,000 basis.

1. The fees above shall be in addition to actual expenses which will be paid at cost not exceeding \$10,000.
2. The minimum fee for issues of less than \$25 million shall be \$25,000.
3. The fees to be charged for refundings of prior bond issues shall be the same as a new issue of bonds, unless otherwise set forth above.
4. Disclosure counsel fees shall be seventy percent (70%) of the bond counsel fees calculated from the above schedule.

**SCHEDULE A-2**

FEE SCALE FOR INDUSTRIAL DEVELOPMENT REVENUE BOND TRANSACTIONS (EXCLUDING HFA AND HEFA BOND TRANSACTIONS SET FORTH IN **SCHEDULES A-3 AND A-4**)

SIZE OF ISSUE	INDUSTRIAL DEVELOPMENT REVENUE BONDS OR NOTES ("IDRBs")	
Up to \$5 million	Flat Fee	\$40,000
Over \$5 million - \$10 million	Flat Fee	\$50,000
Anything Above \$10 million	\$50,000 Flat Fee + \$1.00 Per \$1,000	\$ _____

1. The fees for new money issuances and refundings shall be the same.
2. The fees above shall be in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
3. The minimum fee amount shall be the amount set forth above, unless adjusted as provided in Section 1.C. of **Exhibit "A"** to the Agreement for Legal Services.
4. The fees for IDRB amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is authorized by the County Attorney or designee. Such fees shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**SCHEDULE A-3**

**FEE SCALE FOR HEALTH FACILITIES AUTHORITY ("HEFA") BOND TRANSACTIONS**

SIZE OF ISSUE	HEFA NEGOTIATED HOSPITAL BONDS OR NOTES		HEFA PRIVATE PLACEMENT HOSPITAL BONDS OR NOTES		SIZE OF ISSUE	HEFA NON-HOSPITAL REVENUE BONDS OR NOTES	
First \$ 10,000,000	\$2.20 Per \$1,000	\$22,000	\$2.20 Per \$1,000	\$22,000	First \$ 2,000,000	Flat Fee	\$27,500
Next \$ 15,000,000	\$2.00 Per \$1,000	\$30,000	\$2.00 Per \$1,000	\$30,000	\$ 2,000,001 - \$ 3,000,000	Flat Fee	\$30,000
Next \$ 15,000,000	\$1.50 Per \$1,000	\$22,500	\$1.50 Per \$1,000	\$22,500	\$ 3,000,001 - \$ 5,000,000	Flat Fee	\$32,500
Next \$ 15,000,000	\$1.35 Per \$1,000	\$20,250	\$1.35 Per \$1,000	\$20,250	\$ 5,000,001 - \$10,000,000	Flat Fee	\$40,000
Next \$ 20,000,000	\$1.20 Per \$1,000	\$24,000	\$1.20 Per \$1,000	\$24,000	Anything Above \$10,000,001	\$40,000 Flat Fee + \$1.25 Per \$1,000	\$ _____
Next \$ 25,000,000	\$1.00 Per \$1,000	\$25,000	\$1.00 Per \$1,000	\$25,000	N/A	N/A	N/A
Anything Above \$100,000,000	\$.75 Per \$1,000	\$ _____	\$.75 Per \$1,000	\$ _____	N/A	N/A	N/A

1. The fees above shall be in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
2. The minimum fee shall be as set forth above, unless adjusted as provided in Section I.C. of **Exhibit "A,"** to the Agreement for Legal Services.
3. The fees for new money issuance and refundings shall be same.
4. Amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is approved by the County Attorney or designee. Such fees shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**SCHEDULE A-4**  
**FEE SCHEDULE FOR HOUSING FINANCE AUTHORITY ("HFA") BOND TRANSACTIONS**

SIZE OF ISSUE	HFA MULTI-FAMILY NEGOTIATED BONDS/NOTES		HFA SINGLE-FAMILY BONDS/NOTES		SIZE OF ISSUE	HFA MULTI-FAMILY PRIVATELY-PLACED BONDS/NOTES	
	Minimum	\$35,000	\$3.00 Per \$1,000	\$30,000		First \$3,000,000	Flat Fee
First \$10,000,000	\$2.00 Per \$1,000	\$20,000	\$2.00 Per \$1,000	\$20,000	\$ 3,000,001 - \$ 6,000,000	Flat Fee	\$40,000
Second \$10,000,000	\$1.50 Per \$1,000	\$15,000	\$1.50 Per \$1,000	\$15,000	\$ 6,000,001 - \$10,000,000	Flat Fee	\$50,000
Third \$10,000,000	\$1.25 Per \$1,000	\$12,500	\$1.25 Per \$1,000	\$12,500	Anything Above \$10,000,001	50,000 Flat Fee + \$1.25 Per \$1,000	\$_____
Fourth \$10,000,000	\$ 1.00 Per \$1,000	\$_____	\$ 1.00 Per \$1,000	\$_____	N/A	N/A	N/A
Anything Above \$50,000,000							

1. The minimum fee shall be \$35,000 for new issues.
2. The fees above are in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
3. Amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is approved by the County Attorney or designee. Such fee shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**EXHIBIT "B"**

**HOURLY COMPENSATION**

1. For special engagement services rendered and compensated on an hourly basis, Counsel's fee shall be based on the following hourly rates:

<b>Partners</b>	Actual Rate, not-to-exceed \$450 per hour
<b>Associates</b>	Actual Rate, not-to-exceed \$300 per hour
<b>Paralegals</b>	Actual Rate, not-to-exceed \$75 per hour

Where appropriate, a "not to exceed" or flat-fee sum shall be mutually agreed to for special engagement assignments.

## **EXHIBIT "C"**

### **REIMBURSABLE EXPENSES**

1. In addition to payment of the professional fees set forth in the attached **Schedules** and **Exhibit "B,"** County shall reimburse Counsel for out-of-pocket expenses reasonably incurred in the course of rendering such legal services, including costs of long distance calls, printing, costs of reproduction, and necessary travel expenses incurred in accordance with the requirements of Chapter 112, Florida Statutes. Counsel shall not charge for travel of attorneys between its offices so that it can provide the best available and most appropriate lawyer in any of its office locations for the issues involved.
2. Counsel shall submit invoices for expenses within sixty (60) days after the consummation of the transaction in which legal services were rendered. Each invoice shall include a signed statement identifying, in reasonable detail, all costs, expenses, vouchers, invoices, receipts, and other documentary evidence for expenditures for which reimbursement is sought as set forth below.
3. **REQUIREMENTS.**

The following requirements apply to the reimbursement of legal expenses:

- A. Counsel's federal employee identification number must be on all invoices submitted.
- B. No service, interest, or other charge of a like nature is to be imposed with regard to any item, invoice, or request. Counsel must be registered vendors with Broward County. Vendor registration is available on-line through County's Internet site, <http://www.broward.or/purchasing/vendorregistration.htm>. County's Sales Tax Exempt Number is 85-80139241140C-7. County's Federal Tax Exemption number is 59-6000531.
- C. Services rendered must be specifically and concisely identified.
- D. Names of persons performing services, hourly rates, and dates must be listed.
- E. Reimbursable expenses must be verified by attached receipts or copies thereof. (Receipts are required for all costs over \$5.00).
- F. Claims for mileage and meals cannot exceed the statutory allowance in Section 112.061, Florida Statutes. Meals and mileage cannot be charged unless Counsel has traveled outside the tri-county area consisting of Miami-Dade, Broward, and Palm Beach counties.



**EXHIBIT "C"**  
**-CONTINUED-**

- G. Claims for lodging at single rate occupancy (actual cost) must be substantiated by a paid bill or charge.
- H. Car rentals required for necessary travel should include compact or standard-size vehicles only.
- I. Common carrier travel shall be reimbursable at tourist or coach class fares only.
- J. Fax costs shall not be reimbursed.
- K. Legal Research costs (LexisNexis, Westlaw, etc.) shall not be reimbursed.

## **AGREEMENT FOR LEGAL SERVICES**

This Agreement for Legal Services ("Agreement"), by and between BROWARD COUNTY, a political subdivision of the state of Florida ("County"), and LAW OFFICES OF STEVE E. BULLOCK, P.A. ("Counsel") (collectively, the "Parties"), is effective on the date it is executed by the second of the two Parties ("Effective Date").

WHEREAS, County desires to retain Counsel to provide legal services to and for County, its agencies and authorities, including the Housing Finance Authority and Health Facilities Authority (collectively, "County"), in connection with the issuance and sale of bonds and notes, as well as the handling of other specialized financing instruments and transactions,

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1. Scope of Services.**

1.1. Consistent with the terms and conditions herein, Counsel shall provide legal services in connection with bond or other debt financing transactions of County, including performing all services identified in this Agreement and in **Exhibit "A,"** attached hereto and made a part hereof. Counsel, from time to time and upon such terms and conditions as may be approved by the County Attorney or designee, may also be requested to perform legal services in connection with other specialized finance matters involving the County, including, but not limited to, tax and bankruptcy matters.

1.2. The services described in Section 1.1 above shall be provided with respect to those matters assigned to Counsel by the Office of the County Attorney. Such assignment shall be evidenced by written notice, acknowledgment, or letter to Counsel from the County Attorney or designee ("Notice of Assignment"). The Office of the County Attorney, in its sole and absolute discretion, shall assign bond issues and other financing matters to the various law firms competitively selected as special counsel based on the best interest of County. Notwithstanding anything to the contrary in this Agreement, the Office of the County Attorney, in its sole and absolute discretion, may, at any time during the term of this Agreement, make necessary or appropriate changes to the methods and procedures for assignment of services.

1.3. Upon request, Counsel shall provide the Office of the County Attorney with a status report containing all information pertinent to an assigned matter. Such report shall be provided no later than three (3) business days after Counsel's receipt of such request, or within such other time frame as established by the County Attorney or designee.

### **2. Compensation and Method of Payment.**

2.1. Compensation for services shall be paid to Counsel in accordance with **Exhibits "A" and "B,"** attached hereto and made a part hereof, and the Notice of Assignment

for the applicable transaction. Requirements for reimbursement of expenses are set forth in **Exhibit "C,"** attached hereto and made a part hereof. Expenses other than automobile expenses must be documented by copies of paid receipts or other evidence of payment.

2.2. Payment of compensation to Counsel is contingent upon the consummation of the applicable financing transaction, unless otherwise set forth in **Exhibit "A"** or in the applicable Notice of Assignment. Counsel shall submit invoices for compensation and reimbursement of expenses no later than sixty (60) days after the consummation of the applicable financing transaction.

2.3. Invoices for hourly or flat-fee assignments pursuant to **Exhibit "B"** may be submitted only after the services or expenses upon which such invoices are based have been completed or incurred. Such invoices must be received no later than sixty (60) days after the assignment is completed.

2.4. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to the instructions prescribed by the County Attorney or designee. Payment may be withheld for failure of Counsel to comply with a term, condition, or requirement of this Agreement.

2.5. Payment shall be made to Counsel at:

Steve E. Bullock, Esquire  
Law Offices of Steve E. Bullock, P.A.  
8910 Miramar Parkway, Suite 209  
Miramar, FL 33025

### **3. Term and Time of Performance.**

3.1. This Agreement shall begin on the Effective Date and shall end on the third anniversary of such date ("Term"), provided, however, that if the term of this Agreement extends beyond a single fiscal year of County, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from County in accordance with Chapter 129, Florida Statutes. At the sole option of the County Attorney upon at least sixty (60) days' advance written notice to Counsel, the Term of this Agreement may be extended, for up to two (2) additional one (1) year periods, upon the same terms and conditions.

3.2. Time is of the essence for the performance of all duties, obligations, and responsibilities under this Agreement.

**4. Termination.**

4.1. This Agreement may be terminated for cause by the aggrieved party, with County acting by and through the County Attorney, if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach, or may be terminated for convenience by the County Attorney, upon not less than thirty (30) days' advance written notice to Counsel. This Agreement may also be terminated by the County Attorney upon such notice as the County Attorney deems appropriate in the event that termination is necessary to protect the public health, safety, or welfare. An erroneous termination for cause shall be considered a termination for convenience.

4.2. In the event that this Agreement is terminated for convenience, Counsel shall be paid for any services performed to the date the Agreement is terminated. Upon being notified of the County Attorney's election to terminate, Counsel shall refrain from performing further services or incurring additional expenses under this Agreement, unless otherwise instructed by the County Attorney. Counsel acknowledges and agrees that Ten Dollars (\$10.00) of compensation to be paid by County, the adequacy of which is hereby acknowledged by Counsel, is given as specific consideration to Counsel for County's right to terminate this Agreement for convenience. Upon such termination for convenience, Counsel shall cooperate with the County Attorney or designee in facilitating the orderly and professional transfer of its responsibilities and files under this Agreement.

**5. Audit and Public Records.**

5.1. Audit. County, acting by and through its County Auditor, shall have the right to audit the books and records of Counsel pertinent to the funding under this Agreement. Counsel shall preserve and make available, at reasonable times for examination and audit by the County Auditor, all financial records, supporting documents, and other documents pertinent to this Agreement for a period of three (3) years after expiration or termination of this Agreement, or, if any audit has been initiated and audit findings have not been resolved at the end of the three years, such books and records shall be retained until resolution of the audit findings.

5.2. Public Records. Counsel shall comply with all applicable requirements of the Florida Public Records Act with respect to Counsel's records relating to, arising from, or in connection with this Agreement.

**6. Conflict of Interest.**

6.1. Counsel shall strictly comply with the terms and conditions of the Conflicts of Interest Policy for Outside Legal Counsel ("Conflict of Interest Policy") set forth in Section 18.88 of the Broward County Administrative Code, as may be amended from time to time.

6.2. Counsel certifies that it does not know of any facts concerning this Agreement and the services to be performed hereunder which constitute a violation of the Conflict of Interest Policy. Counsel acknowledges that the Conflict of Interest Policy is more restrictive than the professional code of ethics governing attorney conduct. Counsel acknowledges that the County Attorney, in his or her sole discretion, shall have final authority to determine the existence of a conflict of interest and any and all necessary corrective actions, including termination of this Agreement.

6.3. It is important that Counsel be independent and impartial in order to properly render services to County. Accordingly, Counsel shall not act as counsel in any lawsuit or other adversarial proceeding in which County is named as a party or in which Counsel takes or may take a position adverse to County.

6.4. Neither Counsel nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship substantially antagonistic to or incompatible with Counsel's loyal and conscientious exercise of judgment related to its performance under this Agreement.

6.5. Counsel agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such person give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, that is adverse or prejudicial to the interests of County, in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section 6.5 shall not preclude such person from representing himself or herself in any action or in any administrative or legal proceeding.

6.6. If, at any time, Counsel's firm desires to represent a client in matters having to do with the Broward County government, Counsel must contact the County Attorney before undertaking such representation so that it can be determined whether a conflict of interest exists. All actual, potential, or apparent conflicts of interest must be disclosed to the County Attorney or designee as soon as they are known.

**7. Indemnification.** Counsel shall at all times indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend the County, its officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim") raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or part, by any acts or omissions of Counsel, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement. In the event that any Claim is brought against an Indemnified Party, Counsel, upon written notice from the County Attorney or designee, shall defend each

Indemnified Party against each such Claim by counsel satisfactory to the County Attorney or, at the County Attorney's option, pay for an attorney selected by the County Attorney to defend the County. To the extent considered necessary by the County Attorney, any sums due Counsel under this Agreement may be retained by County until all claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The obligations of this section shall survive the expiration or termination of this Agreement.

**8. Insurance.**

8.1. In order to insure the indemnification obligation contained above, Counsel agrees to maintain Professional Liability coverage with the limits of liability provided by such policy to be no less than Five Million Dollars (\$5,000,000.00) for each claim with a maximum deductible of One Hundred Thousand Dollars (\$100,000.00) unless otherwise approved in advance by the County's Risk Management Division ("RMD"). Counsel shall maintain the coverage continuously in force for a minimum of two (2) years following the expiration or termination of this Agreement and shall annually provide RMD with evidence of continuous coverage. Such insurance coverage shall be on a coverage form acceptable to RMD, issued by companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII."

8.2. Counsel agrees to maintain a Business Automobile Liability Insurance Policy with the limits of liability provided by such policy to be no less than One Million Dollars (\$1,000,000.00) for each claim. The Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, nonowned, and hired automobiles used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

8.3. Within thirty (30) calendar days after the Effective Date, Counsel shall furnish the RMD Director or designee with appropriate proof of the insurance coverage required by this section. Proof may be Certificates of Insurance, all endorsements, or the entire policy at the discretion of RMD.

8.4. The requirements of this section may only be waived or revised in writing by the Director of RMD.

**9. Ownership of Documents.** Any and all reports and other data and documents provided or created in connection with this Agreement are and shall remain the property of the County. Upon expiration or termination of this Agreement, any reports and other data and documents prepared by Counsel, whether finished or unfinished, shall become the property of County and shall be delivered by Counsel to the County Attorney or designee within seven (7) days after expiration or termination of this Agreement. Any compensation due to Counsel may be withheld until all documents are received as provided herein.

**10. Independent Contractor.** Counsel is an independent contractor under this Agreement. In providing services under this Agreement, neither Counsel nor its agents shall act as officers, employees, or agents of County. Counsel shall not have the right to bind County to any obligations not expressly undertaken by County under this Agreement.

**11. Nondiscrimination.**

11.1. Counsel shall not unlawfully discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

11.2 Counsel shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Counsel shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Counsel shall take affirmative steps to ensure nondiscrimination in employment against persons with disabilities.

11.3 By execution of this Agreement, Counsel represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from Counsel all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

**12. Public Entity Crimes Act.** Counsel represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Counsel further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Counsel has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, County, acting by and through its County Attorney, shall have the right to

immediately terminate this Agreement and recover all sums paid to Counsel under this Agreement.

**13. Notices.** Whenever either party desires to give notice to the other, such notice must be sent by email with a hard copy sent by registered or certified United States Mail, postage prepaid, return receipt requested, or by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**FOR BROWARD COUNTY:**

Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: [jacoffey@broward.org](mailto:jacoffey@broward.org)  
[aashton@broward.org](mailto:aashton@broward.org)

**FOR COUNSEL:**

Steve E. Bullock, Esquire  
Law Offices of Steve E. Bullock, P.A.  
8910 Miramar Parkway, Suite 209  
Miramar, Florida 33025  
Email: [steven@bullockslaw.com](mailto:steven@bullockslaw.com)

**14. Assignment and Performance.** Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Counsel without the prior written consent of the County Attorney. If Counsel violates this provision, the County Attorney shall have the right to immediately terminate this Agreement. Counsel represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Counsel agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

**15. Miscellaneous.**

15.1. Third Party Beneficiaries. Neither of the Parties intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that



there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

15.2. Contingency Fee. Counsel represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Counsel, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County, acting by and through the County Attorney, shall have the right to terminate this Agreement without any further liability to Counsel. Alternatively, if such representation is false, the County Attorney, in his or her sole discretion, may deduct from the compensation due Counsel under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

15.3. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15.4. Compliance with Laws. Counsel shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

15.5. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

15.6. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

15.7. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 15 of this Agreement, the provisions contained in Articles 1 through 15 shall prevail and be given effect.

15.8. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States

District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, COUNSEL AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

15.9. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Broward County Board of County Commissioners and Counsel, or others delegated authority or otherwise authorized to execute same on their behalf.

15.10. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

15.11. Payable Interest.

15.11.1. Payment of Interest. County shall not be liable to pay any interest to Counsel for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Counsel waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for postjudgment interest, if such application would be contrary to applicable law.

15.11.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

15.12. Incorporation by Reference. Attached **Exhibits "A," "B," and "C,"** and **Schedules A-1, A-2, A-3, and A-4** are incorporated into and made a part of this Agreement.

15.13. Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

15.14 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Execution Pages Follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Legal Services on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and COUNSEL, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Joni Armstrong Coffey, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

Insurance requirements  
approved by Broward County  
Risk Management Division

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
Annika E. Ashton  
Assistant County Attorney

**AGREEMENT FOR LEGAL SERVICES BETWEEN BROWARD COUNTY AND LAW OFFICES OF STEVE E. BULLOCK, P.A.**

COUNSEL

LAW OFFICES OF STEVE E. BULLOCK,  
P.A.

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_ day of \_\_\_\_\_, 20 \_\_\_.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. Bond Counsel Services.**

- A. Scope. Counsel's scope of services as bond counsel shall include, but not be limited to, the following duties and responsibilities:
1. Reviewing legal issues and questions in consultation with the Office of the County Attorney and County staff relating to the structure of the bond issue or other debt financing arrangement;
  2. Preparing and reviewing all documents necessary to implement the transaction including, but not limited to, resolutions, supplemental or amended resolutions, ordinances, trust indentures, notices of sale, loan agreements, escrow agreements, credit enhancement commitments and related documentation, tax compliance certificates, swap agreements, and closing documents; and coordinating the authorization and execution of same;
  3. Assisting the issuer in seeking from other government authorities any approvals, permissions, and exemptions necessary or appropriate in connection with the authorization, issuance, sale, and delivery of the bonds or other financing instruments;
  4. Attending meetings of County relating to the issuance of debt, including attendance at TEFRA hearings and other public meetings;
  5. Reviewing or preparing those sections of the offering document to be disseminated in connection with the transaction, financing documents, bond counsel opinion, and tax exemption;
  6. Reviewing bond purchase contracts and providing feedback;
  7. Rendering the bond counsel opinion regarding the validity and binding effect of the bonds, the source of payment and security for the bonds, and the excludability of interest on the bonds from gross income for federal or state income tax purposes, and providing all other required legal opinions;
  8. Providing guidance, and reviewing and preparing documents, for the use of derivative products in connection with the issuance of bonds;

9. Preparing the official transcript for the bond issue and delivering it in both professionally-bound form and high-quality, searchable electronic form within ninety (90) days after consummation of the transaction;
  10. Attending preclosings and closings;
  11. Providing continuing advice regarding any actions necessary to ensure that the interest on the bonds will continue to be tax-exempt;
  12. Providing continuing legal advice on issues relating to the sale and administration of the debt obligations;
  13. Preparing validation pleadings, and attending and representing County at validation hearings;
  14. Keeping County informed of rulings issued by federal and state regulatory agencies that impact the issuance or administration of the bonds;
  15. Reviewing or preparing documentation associated with postclosing activities through maturity or redemption of the bonds;
  16. Assisting in postclosing regulatory investigations, actions, or matters involving transactions in which Counsel served as bond counsel;
  17. Adhering to all deadlines established by County for the review and preparation of documents; and
  18. Performing all other necessary or appropriate legal services to consummate the transaction.
- B. Compensation. Compensation for bond counsel services specified in Section 1.A., above, shall be paid in accordance with attached **Schedules A-1, A-2 A-3, and A-4**, as applicable. Except as provided in Section C immediately below, payment of compensation shall be contingent upon the closing of the transaction.
- C. Conduit Transactions. In all conduit transactions, Counsel will be compensated by the borrower. Counsel shall enter into a separate retainer agreement or fee letter with each borrower, in a manner consistent with this **Exhibit "A"** and the applicable attached **Schedule**. Once executed, a copy of each retainer agreement or fee letter shall be furnished by Counsel to the County Attorney or designee. Counsel shall be entitled to compensation on an hourly basis, as set forth in **Exhibit "B"** hereof, from any prospective borrower which, after using Counsel's

services, decides to pursue an alternate method of financing. However, such hourly compensation shall not exceed the maximum fee specified for the transaction in the applicable attached **Schedule**. Under no circumstances shall County be liable for the payment of Counsel's fees or expenses in connection with any conduit transactions.

## **II. Disclosure Counsel Services.**

- A. Counsel's scope of services as disclosure counsel shall include, but not be limited to, the following duties and responsibilities:
1. Preparing preliminary and final official statements;
  2. Providing a "10b-5" negative assurance opinion with respect to the official statements;
  3. Reviewing applicable law and pertinent documents;
  4. Reviewing or preparing bond purchase contracts;
  5. Reviewing rating agency presentations and investor presentations for consistency with official statements and for compliance reasons;
  6. Reviewing due diligence questions from underwriters and assisting in the preparation of responses thereto;
  7. Participating, as requested, in due diligence and working group meetings and discussions with stakeholders;
  8. Attending meetings related to the transaction, including preclosings and closings;
  9. Consulting with, and responding to questions from, County officials and staff regarding matters relating to continuing disclosure requirements, including the requirements of Securities and Exchange Commission Rule 15c2-12 ("Rule"). Responsibilities with respect to continuing disclosure shall include:
    - i. Assisting with the determination of whether an action, activity, or event constitutes a "material event," as defined in the Rule, and preparing the appropriate disclosure of such material event;



- ii. Assisting County with the review of the annual financial information needed to comply with the Rule and any current continuing disclosure statement;
  - iii. Reviewing County's audited financial statements for purposes of confirming compliance with the Rule and any current continuing disclosure agreements;
  - iv. Assisting County in officially disclosing any material failure to comply with the Rule;
  - v. Keeping County informed of rulings issued by federal and state regulatory agencies that impact County's disclosure practices, and exercising diligence in ensuring that County is in compliance with all disclosure requirements;
  - vi. Assisting County in modifying and updating its comprehensive disclosure policies and strategies in accordance with best practices;
  - vii. Reviewing postissuance best practices relating to tax compliance and providing guidance with respect to Internal Revenue Services (IRS) general inquiries.
- 10. Assisting in postclosing regulatory investigations or matters involving transactions in which Counsel served as disclosure counsel;
  - 11. Adhering to all deadlines established by County for the review and preparation of documents; and
  - 11. Performing all other necessary or appropriate legal services to consummate the transaction.
- B. Compensation for disclosure counsel services specified in Section II.A., above, shall be paid in accordance with the applicable attached **Schedule**. Payment of such compensation shall be contingent upon the closing of the transaction.

### **III. Special Engagement Services.**

- A. As special engagement counsel from time to time, Counsel shall assist County with specialized public finance matters, including, but not limited to, taxation and bankruptcy matters.

- B. The terms and conditions for the performance of such special engagement services, including the scope of such services and the compensation to be paid therefor, shall be mutually agreed to by Counsel and the County Attorney (or designee), and such terms and conditions shall be specified in the Notice of Assignment for each particular matter.

## SCHEDULE A-1

FEE SCALE FOR BOND, NOTE, AND CERTIFICATE OF PARTICIPATION TRANSACTIONS (EXCLUDING CONDUIT TRANSACTIONS SET FORTH IN **SCHEDULES A-2, A-3, AND A-4**)

SIZE OF ISSUE	GENERAL OBLIGATION BONDS OR NOTES (GOBs)		FIXED RATE REVENUE BONDS OR NOTES		VARIABLE RATE REVENUE BONDS OR NOTES		REFUNDING GOBs		REFUNDING REVENUE BONDS OR NOTES		LEASE-PURCHASE BONDS/ CERTIFICATES OF PARTICIPATION	
First \$ 25,000,000	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.75 *	\$43,750	\$1.50 *	\$37,500	\$1.75 *	\$43,750	\$1.75 *	\$43,750
Second \$ 25,000,000	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.50 *	\$37,500
Third \$ 25,000,000	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.25 *	\$31,250
Fourth \$ 25,000,000	\$.50 *	\$12,500	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$1.00 *	\$25,000
Fifth \$ 25,000,000	\$.25 *	\$ 6,250	\$.50 *	\$ 12,500	\$.75 *	\$18,750	\$.50 *	\$ 12,500	\$.75 *	\$18,750	\$.75 *	\$18,750
Sixth \$ 25,000,000	\$.25 *	\$ 6,250	\$.25 *	\$ 6,250	\$.50 *	\$12,500	\$.25 *	\$ 6,250	\$.50 *	\$12,500	\$.50 *	\$12,500
Anything Above \$150,000,000	\$.20 *	\$_____	\$.20 *	\$_____	\$.30 *	\$_____	\$.20 *	\$_____	\$.25 *	\$_____	\$.30 *	\$_____

\*All fees on this schedule are on a per \$1,000 basis.

1. The fees above shall be in addition to actual expenses which will be paid at cost not exceeding \$10,000.
2. The minimum fee for issues of less than \$25 million shall be \$25,000.
3. The fees to be charged for refundings of prior bond issues shall be the same as a new issue of bonds, unless otherwise set forth above.
4. Disclosure counsel fees shall be seventy percent (70%) of the bond counsel fees calculated from the above schedule.

**SCHEDULE A-2**

FEE SCALE FOR INDUSTRIAL DEVELOPMENT REVENUE BOND TRANSACTIONS (EXCLUDING HFA AND HEFA BOND TRANSACTIONS SET FORTH IN **SCHEDULES A-3 AND A-4**)

SIZE OF ISSUE	INDUSTRIAL DEVELOPMENT REVENUE BONDS OR NOTES ("IDRBs")	
Up to \$5 million	Flat Fee	\$40,000
Over \$5 million - \$10 million	Flat Fee	\$50,000
Anything Above \$10 million	\$50,000 Flat Fee + \$1.00 Per \$1,000	\$ _____

1. The fees for new money issuances and refundings shall be the same.
2. The fees above shall be in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
3. The minimum fee amount shall be the amount set forth above, unless adjusted as provided in Section 1.C. of **Exhibit "A"** to the Agreement for Legal Services.
4. The fees for IDRB amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is authorized by the County Attorney or designee. Such fees shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**SCHEDULE A-3**

**FEE SCALE FOR HEALTH FACILITIES AUTHORITY ("HEFA") BOND TRANSACTIONS**

SIZE OF ISSUE	HEFA NEGOTIATED HOSPITAL BONDS OR NOTES		HEFA PRIVATE PLACEMENT HOSPITAL BONDS OR NOTES		SIZE OF ISSUE	HEFA NON-HOSPITAL REVENUE BONDS OR NOTES	
First \$ 10,000,000	\$2.20 Per \$1,000	\$22,000	\$2.20 Per \$1,000	\$22,000	First \$ 2,000,000	Flat Fee	\$27,500
Next \$ 15,000,000	\$2.00 Per \$1,000	\$30,000	\$2.00 Per \$1,000	\$30,000	\$ 2,000,001 - \$ 3,000,000	Flat Fee	\$30,000
Next \$ 15,000,000	\$1.50 Per \$1,000	\$22,500	\$1.50 Per \$1,000	\$22,500	\$ 3,000,001 - \$ 5,000,000	Flat Fee	\$32,500
Next \$ 15,000,000	\$1.35 Per \$1,000	\$20,250	\$1.35 Per \$1,000	\$20,250	\$ 5,000,001 - \$10,000,000	Flat Fee	\$40,000
Next \$ 20,000,000	\$1.20 Per \$1,000	\$24,000	\$1.20 Per \$1,000	\$24,000	Anything Above \$10,000,001	\$40,000 Flat Fee + \$1.25 Per \$1,000	\$ _____
Next \$ 25,000,000	\$1.00 Per \$1,000	\$25,000	\$1.00 Per \$1,000	\$25,000	N/A	N/A	N/A
Anything Above \$100,000,000	\$.75 Per \$1,000	\$ _____	\$.75 Per \$1,000	\$ _____	N/A	N/A	N/A

1. The fees above shall be in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
2. The minimum fee shall be as set forth above, unless adjusted as provided in Section I.C. of **Exhibit "A,"** to the Agreement for Legal Services.
3. The fees for new money issuance and refundings shall be same.
4. Amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is approved by the County Attorney or designee. Such fees shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**SCHEDULE A-4**  
**FEE SCHEDULE FOR HOUSING FINANCE AUTHORITY ("HFA") BOND TRANSACTIONS**

SIZE OF ISSUE	HFA MULTI-FAMILY NEGOTIATED BONDS/NOTES		HFA SINGLE-FAMILY BONDS/NOTES		SIZE OF ISSUE	HFA MULTI-FAMILY PRIVATELY-PLACED BONDS/NOTES	
First \$10,000,000	Minimum	\$35,000	\$3.00 Per \$1,000	\$30,000	First \$3,000,000	Flat Fee	\$35,000
Second \$10,000,000	\$2.00 Per \$1,000	\$20,000	\$2.00 Per \$1,000	\$20,000	\$ 3,000,001 - \$ 6,000,000	Flat Fee	\$40,000
Third \$10,000,000	\$1.50 Per \$1,000	\$15,000	\$1.50 Per \$1,000	\$15,000	\$ 6,000,001 - \$10,000,000	Flat Fee	\$50,000
Fourth \$10,000,000	\$1.25 Per \$1,000	\$12,500	\$1.25 Per \$1,000	\$12,500	Anything Above \$10,000,001	50,000 Flat Fee + \$1.25 Per \$1,000	\$_____
Anything Above \$50,000,000	\$ 1.00 Per \$1,000	\$_____	\$ 1.00 Per \$1,000	\$_____	N/A	N/A	N/A

1. The minimum fee shall be \$35,000 for new issues.
2. The fees above are in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
3. Amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is approved by the County Attorney or designee. Such fee shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**EXHIBIT "B"**

**HOURLY COMPENSATION**

1. For special engagement services rendered and compensated on an hourly basis, Counsel's fee shall be based on the following hourly rates:

<b>Partners</b>	Actual Rate, not-to-exceed \$450 per hour
<b>Associates</b>	Actual Rate, not-to-exceed \$300 per hour
<b>Paralegals</b>	Actual Rate, not-to-exceed \$75 per hour

Where appropriate, a "not to exceed" or flat-fee sum shall be mutually agreed to for special engagement assignments.

## **EXHIBIT "C"**

### **REIMBURSABLE EXPENSES**

1. In addition to payment of the professional fees set forth in the attached **Schedules** and **Exhibit "B,"** County shall reimburse Counsel for out-of-pocket expenses reasonably incurred in the course of rendering such legal services, including costs of long distance calls, printing, costs of reproduction, and necessary travel expenses incurred in accordance with the requirements of Chapter 112, Florida Statutes. Counsel shall not charge for travel of attorneys between its offices so that it can provide the best available and most appropriate lawyer in any of its office locations for the issues involved.
2. Counsel shall submit invoices for expenses within sixty (60) days after the consummation of the transaction in which legal services were rendered. Each invoice shall include a signed statement identifying, in reasonable detail, all costs, expenses, vouchers, invoices, receipts, and other documentary evidence for expenditures for which reimbursement is sought as set forth below.
3. **REQUIREMENTS.**

The following requirements apply to the reimbursement of legal expenses:

- A. Counsel's federal employee identification number must be on all invoices submitted.
- B. No service, interest, or other charge of a like nature is to be imposed with regard to any item, invoice, or request. Counsel must be registered vendors with Broward County. Vendor registration is available on-line through County's Internet site, <http://www.broward.or/purchasing/vendorregistration.htm>. County's Sales Tax Exempt Number is 85-80139241140C-7. County's Federal Tax Exemption number is 59-6000531.
- C. Services rendered must be specifically and concisely identified.
- D. Names of persons performing services, hourly rates, and dates must be listed.
- E. Reimbursable expenses must be verified by attached receipts or copies thereof. (Receipts are required for all costs over \$5.00).
- F. Claims for mileage and meals cannot exceed the statutory allowance in Section 112.061, Florida Statutes. Meals and mileage cannot be charged unless Counsel has traveled outside the tri-county area consisting of Miami-Dade, Broward, and Palm Beach counties.



**EXHIBIT "C"**  
**-CONTINUED-**

- G. Claims for lodging at single rate occupancy (actual cost) must be substantiated by a paid bill or charge.
- H. Car rentals required for necessary travel should include compact or standard-size vehicles only.
- I. Common carrier travel shall be reimbursable at tourist or coach class fares only.
- J. Fax costs shall not be reimbursed.
- K. Legal Research costs (LexisNexis, Westlaw, etc.) shall not be reimbursed.

## **AGREEMENT FOR LEGAL SERVICES**

This Agreement for Legal Services ("Agreement"), by and between BROWARD COUNTY, a political subdivision of the state of Florida ("County"), and LOCKE LORD LLP ("Counsel") (collectively, the "Parties"), is effective on the date it is executed by the second of the two Parties ("Effective Date").

WHEREAS, County desires to retain Counsel to provide legal services to and for County, its agencies and authorities, including the Housing Finance Authority and Health Facilities Authority (collectively, "County"), in connection with the issuance and sale of bonds and notes, as well as the handling of other specialized financing instruments and transactions,

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1. Scope of Services.**

1.1. Consistent with the terms and conditions herein, Counsel shall provide legal services in connection with bond or other debt financing transactions of County, including performing all services identified in this Agreement and in **Exhibit "A,"** attached hereto and made a part hereof. Counsel, from time to time and upon such terms and conditions as may be approved by the County Attorney or designee, may also be requested to perform legal services in connection with other specialized finance matters involving the County, including, but not limited to, tax and bankruptcy matters.

1.2. The services described in Section 1.1 above shall be provided with respect to those matters assigned to Counsel by the Office of the County Attorney. Such assignment shall be evidenced by written notice, acknowledgment, or letter to Counsel from the County Attorney or designee ("Notice of Assignment"). The Office of the County Attorney, in its sole and absolute discretion, shall assign bond issues and other financing matters to the various law firms competitively selected as special counsel based on the best interest of County. Notwithstanding anything to the contrary in this Agreement, the Office of the County Attorney, in its sole and absolute discretion, may, at any time during the term of this Agreement, make necessary or appropriate changes to the methods and procedures for assignment of services.

1.3. Upon request, Counsel shall provide the Office of the County Attorney with a status report containing all information pertinent to an assigned matter. Such report shall be provided no later than three (3) business days after Counsel's receipt of such request, or within such other time frame as established by the County Attorney or designee.

### **2. Compensation and Method of Payment.**

2.1. Compensation for services shall be paid to Counsel in accordance with **Exhibits "A" and "B,"** attached hereto and made a part hereof, and the Notice of Assignment

for the applicable transaction. Requirements for reimbursement of expenses are set forth in **Exhibit "C,"** attached hereto and made a part hereof. Expenses other than automobile expenses must be documented by copies of paid receipts or other evidence of payment.

2.2. Payment of compensation to Counsel is contingent upon the consummation of the applicable financing transaction, unless otherwise set forth in **Exhibit "A"** or in the applicable Notice of Assignment. Counsel shall submit invoices for compensation and reimbursement of expenses no later than sixty (60) days after the consummation of the applicable financing transaction.

2.3. Invoices for hourly or flat-fee assignments pursuant to **Exhibit "B"** may be submitted only after the services or expenses upon which such invoices are based have been completed or incurred. Such invoices must be received no later than sixty (60) days after the assignment is completed.

2.4. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to the instructions prescribed by the County Attorney or designee. Payment may be withheld for failure of Counsel to comply with a term, condition, or requirement of this Agreement.

2.5. Payment shall be made to Counsel at:

Richard J. Miller, Esquire  
Locke Lord LLP  
525 Okeechobee Boulevard, Suite 1600  
West Palm Beach, FL 33401

### **3. Term and Time of Performance.**

3.1. This Agreement shall begin on the Effective Date and shall end on the third anniversary of such date ("Term"), provided, however, that if the term of this Agreement extends beyond a single fiscal year of County, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from County in accordance with Chapter 129, Florida Statutes. At the sole option of the County Attorney upon at least sixty (60) days' advance written notice to Counsel, the Term of this Agreement may be extended, for up to two (2) additional one (1) year periods, upon the same terms and conditions.

3.2. Time is of the essence for the performance of all duties, obligations, and responsibilities under this Agreement.

**4. Termination.**

4.1. This Agreement may be terminated for cause by the aggrieved party, with County acting by and through the County Attorney, if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach, or may be terminated for convenience by the County Attorney, upon not less than thirty (30) days' advance written notice to Counsel. This Agreement may also be terminated by the County Attorney upon such notice as the County Attorney deems appropriate in the event that termination is necessary to protect the public health, safety, or welfare. An erroneous termination for cause shall be considered a termination for convenience.

4.2. In the event that this Agreement is terminated for convenience, Counsel shall be paid for any services performed to the date the Agreement is terminated. Upon being notified of the County Attorney's election to terminate, Counsel shall refrain from performing further services or incurring additional expenses under this Agreement, unless otherwise instructed by the County Attorney. Counsel acknowledges and agrees that Ten Dollars (\$10.00) of compensation to be paid by County, the adequacy of which is hereby acknowledged by Counsel, is given as specific consideration to Counsel for County's right to terminate this Agreement for convenience. Upon such termination for convenience, Counsel shall cooperate with the County Attorney or designee in facilitating the orderly and professional transfer of its responsibilities and files under this Agreement.

**5. Audit and Public Records.**

5.1. Audit. County, acting by and through its County Auditor, shall have the right to audit the books and records of Counsel pertinent to the funding under this Agreement. Counsel shall preserve and make available, at reasonable times for examination and audit by the County Auditor, all financial records, supporting documents, and other documents pertinent to this Agreement for a period of three (3) years after expiration or termination of this Agreement, or, if any audit has been initiated and audit findings have not been resolved at the end of the three years, such books and records shall be retained until resolution of the audit findings.

5.2. Public Records. Counsel shall comply with all applicable requirements of the Florida Public Records Act with respect to Counsel's records relating to, arising from, or in connection with this Agreement.

**6. Conflict of Interest.**

6.1. Counsel shall strictly comply with the terms and conditions of the Conflicts of Interest Policy for Outside Legal Counsel ("Conflict of Interest Policy") set forth in Section 18.88 of the Broward County Administrative Code, as may be amended from time to time.

6.2. Counsel certifies that it does not know of any facts concerning this Agreement and the services to be performed hereunder which constitute a violation of the Conflict of Interest Policy. Counsel acknowledges that the Conflict of Interest Policy is more restrictive than the professional code of ethics governing attorney conduct. Counsel acknowledges that the County Attorney, in his or her sole discretion, shall have final authority to determine the existence of a conflict of interest and any and all necessary corrective actions, including termination of this Agreement.

6.3. It is important that Counsel be independent and impartial in order to properly render services to County. Accordingly, Counsel shall not act as counsel in any lawsuit or other adversarial proceeding in which County is named as a party or in which Counsel takes or may take a position adverse to County.

6.4. Neither Counsel nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship substantially antagonistic to or incompatible with Counsel's loyal and conscientious exercise of judgment related to its performance under this Agreement.

6.5. Counsel agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such person give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, that is adverse or prejudicial to the interests of County, in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section 6.5 shall not preclude such person from representing himself or herself in any action or in any administrative or legal proceeding.

6.6. If, at any time, Counsel's firm desires to represent a client in matters having to do with the Broward County government, Counsel must contact the County Attorney before undertaking such representation so that it can be determined whether a conflict of interest exists. All actual, potential, or apparent conflicts of interest must be disclosed to the County Attorney or designee as soon as they are known.

**7. Indemnification.** Counsel shall at all times indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend the County, its officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim") raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or part, by any acts or omissions of Counsel, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement. In the event that any Claim is brought against an Indemnified Party, Counsel, upon written notice from the County Attorney or designee, shall defend each

Indemnified Party against each such Claim by counsel satisfactory to the County Attorney or, at the County Attorney's option, pay for an attorney selected by the County Attorney to defend the County. To the extent considered necessary by the County Attorney, any sums due Counsel under this Agreement may be retained by County until all claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The obligations of this section shall survive the expiration or termination of this Agreement.

**8. Insurance.**

8.1. In order to insure the indemnification obligation contained above, Counsel agrees to maintain Professional Liability coverage with the limits of liability provided by such policy to be no less than Five Million Dollars (\$5,000,000.00) for each claim with a maximum deductible of One Hundred Thousand Dollars (\$100,000.00) unless otherwise approved in advance by the County's Risk Management Division ("RMD"). Counsel shall maintain the coverage continuously in force for a minimum of two (2) years following the expiration or termination of this Agreement and shall annually provide RMD with evidence of continuous coverage. Such insurance coverage shall be on a coverage form acceptable to RMD, issued by companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII."

8.2. Counsel agrees to maintain a Business Automobile Liability Insurance Policy with the limits of liability provided by such policy to be no less than One Million Dollars (\$1,000,000.00) for each claim. The Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, nonowned, and hired automobiles used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

8.3. Within thirty (30) calendar days after the Effective Date, Counsel shall furnish the RMD Director or designee with appropriate proof of the insurance coverage required by this section. Proof may be Certificates of Insurance, all endorsements, or the entire policy at the discretion of RMD.

8.4. The requirements of this section may only be waived or revised in writing by the Director of RMD.

**9. Ownership of Documents.** Any and all reports and other data and documents provided or created in connection with this Agreement are and shall remain the property of the County. Upon expiration or termination of this Agreement, any reports and other data and documents prepared by Counsel, whether finished or unfinished, shall become the property of County and shall be delivered by Counsel to the County Attorney or designee within seven (7) days after expiration or termination of this Agreement. Any compensation due to Counsel may be withheld until all documents are received as provided herein.

**10. Independent Contractor.** Counsel is an independent contractor under this Agreement. In providing services under this Agreement, neither Counsel nor its agents shall act as officers, employees, or agents of County. Counsel shall not have the right to bind County to any obligations not expressly undertaken by County under this Agreement.

**11. Nondiscrimination.**

11.1. Counsel shall not unlawfully discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

11.2 Counsel shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Counsel shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Counsel shall take affirmative steps to ensure nondiscrimination in employment against persons with disabilities.

11.3 By execution of this Agreement, Counsel represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from Counsel all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

**12. Public Entity Crimes Act.** Counsel represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Counsel further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Counsel has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, County, acting by and through its County Attorney, shall have the right to

immediately terminate this Agreement and recover all sums paid to Counsel under this Agreement.

**13. Notices.** Whenever either party desires to give notice to the other, such notice must be sent by email with a hard copy sent by registered or certified United States Mail, postage prepaid, return receipt requested, or by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**FOR BROWARD COUNTY:**

Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: [jacoffey@broward.org](mailto:jacoffey@broward.org)  
[aashton@broward.org](mailto:aashton@broward.org)

**FOR COUNSEL:**

Richard J. Miller, Esquire  
Locke Lord LLP  
525 Okeechobee Boulevard, Suite 1600  
West Palm Beach, Florida 33401  
Email: [richard.miller@lockelord.com](mailto:richard.miller@lockelord.com)

**14. Assignment and Performance.** Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Counsel without the prior written consent of the County Attorney. If Counsel violates this provision, the County Attorney shall have the right to immediately terminate this Agreement. Counsel represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Counsel agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

**15. Miscellaneous.**

15.1. Third Party Beneficiaries. Neither of the Parties intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that



there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

15.2. Contingency Fee. Counsel represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Counsel, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County, acting by and through the County Attorney, shall have the right to terminate this Agreement without any further liability to Counsel. Alternatively, if such representation is false, the County Attorney, in his or her sole discretion, may deduct from the compensation due Counsel under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

15.3. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15.4. Compliance with Laws. Counsel shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

15.5. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

15.6. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

15.7. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 15 of this Agreement, the provisions contained in Articles 1 through 15 shall prevail and be given effect.

15.8. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States

District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, COUNSEL AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

15.9. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Broward County Board of County Commissioners and Counsel, or others delegated authority or otherwise authorized to execute same on their behalf.

15.10. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

15.11. Payable Interest.

15.11.1. Payment of Interest. County shall not be liable to pay any interest to Counsel for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Counsel waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for postjudgment interest, if such application would be contrary to applicable law.

15.11.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

15.12. Incorporation by Reference. Attached **Exhibits "A," "B," and "C,"** and **Schedules A-1, A-2, A-3, and A-4** are incorporated into and made a part of this Agreement.

15.13. Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

15.14 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Execution Pages Follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Legal Services on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and COUNSEL, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Joni Armstrong Coffey, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

Insurance requirements  
approved by Broward County  
Risk Management Division

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
Annika E. Ashton  
Assistant County Attorney

**AGREEMENT FOR LEGAL SERVICES BETWEEN BROWARD COUNTY AND  
LOCKE LORD LLP**

COUNSEL

LOCKE LORD LLP

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_ day of \_\_\_\_\_, 20 \_\_\_.

AEA/dnt  
2017 Bond Counsel Agreement  
08/15/17  
#17-141.00  
220420

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. Bond Counsel Services.**

- A. Scope. Counsel's scope of services as bond counsel shall include, but not be limited to, the following duties and responsibilities:
1. Reviewing legal issues and questions in consultation with the Office of the County Attorney and County staff relating to the structure of the bond issue or other debt financing arrangement;
  2. Preparing and reviewing all documents necessary to implement the transaction including, but not limited to, resolutions, supplemental or amended resolutions, ordinances, trust indentures, notices of sale, loan agreements, escrow agreements, credit enhancement commitments and related documentation, tax compliance certificates, swap agreements, and closing documents; and coordinating the authorization and execution of same;
  3. Assisting the issuer in seeking from other government authorities any approvals, permissions, and exemptions necessary or appropriate in connection with the authorization, issuance, sale, and delivery of the bonds or other financing instruments;
  4. Attending meetings of County relating to the issuance of debt, including attendance at TEFRA hearings and other public meetings;
  5. Reviewing or preparing those sections of the offering document to be disseminated in connection with the transaction, financing documents, bond counsel opinion, and tax exemption;
  6. Reviewing bond purchase contracts and providing feedback;
  7. Rendering the bond counsel opinion regarding the validity and binding effect of the bonds, the source of payment and security for the bonds, and the excludability of interest on the bonds from gross income for federal or state income tax purposes, and providing all other required legal opinions;
  8. Providing guidance, and reviewing and preparing documents, for the use of derivative products in connection with the issuance of bonds;

9. Preparing the official transcript for the bond issue and delivering it in both professionally-bound form and high-quality, searchable electronic form within ninety (90) days after consummation of the transaction;
  10. Attending preclosings and closings;
  11. Providing continuing advice regarding any actions necessary to ensure that the interest on the bonds will continue to be tax-exempt;
  12. Providing continuing legal advice on issues relating to the sale and administration of the debt obligations;
  13. Preparing validation pleadings, and attending and representing County at validation hearings;
  14. Keeping County informed of rulings issued by federal and state regulatory agencies that impact the issuance or administration of the bonds;
  15. Reviewing or preparing documentation associated with postclosing activities through maturity or redemption of the bonds;
  16. Assisting in postclosing regulatory investigations, actions, or matters involving transactions in which Counsel served as bond counsel;
  17. Adhering to all deadlines established by County for the review and preparation of documents; and
  18. Performing all other necessary or appropriate legal services to consummate the transaction.
- B. Compensation. Compensation for bond counsel services specified in Section 1.A., above, shall be paid in accordance with attached **Schedules A-1, A-2 A-3, and A-4**, as applicable. Except as provided in Section C immediately below, payment of compensation shall be contingent upon the closing of the transaction.
- C. Conduit Transactions. In all conduit transactions, Counsel will be compensated by the borrower. Counsel shall enter into a separate retainer agreement or fee letter with each borrower, in a manner consistent with this **Exhibit "A"** and the applicable attached **Schedule**. Once executed, a copy of each retainer agreement or fee letter shall be furnished by Counsel to the County Attorney or designee. Counsel shall be entitled to compensation on an hourly basis, as set forth in **Exhibit "B"** hereof, from any prospective borrower which, after using Counsel's

services, decides to pursue an alternate method of financing. However, such hourly compensation shall not exceed the maximum fee specified for the transaction in the applicable attached **Schedule**. Under no circumstances shall County be liable for the payment of Counsel's fees or expenses in connection with any conduit transactions.

## **II. Disclosure Counsel Services.**

- A. Counsel's scope of services as disclosure counsel shall include, but not be limited to, the following duties and responsibilities:
1. Preparing preliminary and final official statements;
  2. Providing a "10b-5" negative assurance opinion with respect to the official statements;
  3. Reviewing applicable law and pertinent documents;
  4. Reviewing or preparing bond purchase contracts;
  5. Reviewing rating agency presentations and investor presentations for consistency with official statements and for compliance reasons;
  6. Reviewing due diligence questions from underwriters and assisting in the preparation of responses thereto;
  7. Participating, as requested, in due diligence and working group meetings and discussions with stakeholders;
  8. Attending meetings related to the transaction, including preclosings and closings;
  9. Consulting with, and responding to questions from, County officials and staff regarding matters relating to continuing disclosure requirements, including the requirements of Securities and Exchange Commission Rule 15c2-12 ("Rule"). Responsibilities with respect to continuing disclosure shall include:
    - i. Assisting with the determination of whether an action, activity, or event constitutes a "material event," as defined in the Rule, and preparing the appropriate disclosure of such material event;



- ii. Assisting County with the review of the annual financial information needed to comply with the Rule and any current continuing disclosure statement;
  - iii. Reviewing County's audited financial statements for purposes of confirming compliance with the Rule and any current continuing disclosure agreements;
  - iv. Assisting County in officially disclosing any material failure to comply with the Rule;
  - v. Keeping County informed of rulings issued by federal and state regulatory agencies that impact County's disclosure practices, and exercising diligence in ensuring that County is in compliance with all disclosure requirements;
  - vi. Assisting County in modifying and updating its comprehensive disclosure policies and strategies in accordance with best practices;
  - vii. Reviewing postissuance best practices relating to tax compliance and providing guidance with respect to Internal Revenue Services (IRS) general inquiries.
- 10. Assisting in postclosing regulatory investigations or matters involving transactions in which Counsel served as disclosure counsel;
  - 11. Adhering to all deadlines established by County for the review and preparation of documents; and
  - 11. Performing all other necessary or appropriate legal services to consummate the transaction.
- B. Compensation for disclosure counsel services specified in Section II.A., above, shall be paid in accordance with the applicable attached **Schedule**. Payment of such compensation shall be contingent upon the closing of the transaction.

### **III. Special Engagement Services.**

- A. As special engagement counsel from time to time, Counsel shall assist County with specialized public finance matters, including, but not limited to, taxation and bankruptcy matters.

- B. The terms and conditions for the performance of such special engagement services, including the scope of such services and the compensation to be paid therefor, shall be mutually agreed to by Counsel and the County Attorney (or designee), and such terms and conditions shall be specified in the Notice of Assignment for each particular matter.

## SCHEDULE A-1

FEE SCALE FOR BOND, NOTE, AND CERTIFICATE OF PARTICIPATION TRANSACTIONS (EXCLUDING CONDUIT TRANSACTIONS SET FORTH IN **SCHEDULES A-2, A-3, AND A-4**)

SIZE OF ISSUE	GENERAL OBLIGATION BONDS OR NOTES (GOBs)		FIXED RATE REVENUE BONDS OR NOTES		VARIABLE RATE REVENUE BONDS OR NOTES		REFUNDING GOBs		REFUNDING REVENUE BONDS OR NOTES		LEASE-PURCHASE BONDS/ CERTIFICATES OF PARTICIPATION	
First \$ 25,000,000	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.75 *	\$43,750	\$1.50 *	\$37,500	\$1.75 *	\$43,750	\$1.75 *	\$43,750
Second \$ 25,000,000	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.50 *	\$37,500
Third \$ 25,000,000	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.25 *	\$31,250
Fourth \$ 25,000,000	\$.50 *	\$12,500	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$1.00 *	\$25,000
Fifth \$ 25,000,000	\$.25 *	\$ 6,250	\$.50 *	\$ 12,500	\$.75 *	\$18,750	\$.50 *	\$ 12,500	\$.75 *	\$18,750	\$.75 *	\$18,750
Sixth \$ 25,000,000	\$.25 *	\$ 6,250	\$.25 *	\$ 6,250	\$.50 *	\$12,500	\$.25 *	\$ 6,250	\$.50 *	\$12,500	\$.50 *	\$12,500
Anything Above \$150,000,000	\$.20 *	\$_____	\$.20 *	\$_____	\$.30 *	\$_____	\$.20 *	\$_____	\$.25 *	\$_____	\$.30 *	\$_____

\*All fees on this schedule are on a per \$1,000 basis.

1. The fees above shall be in addition to actual expenses which will be paid at cost not exceeding \$10,000.
2. The minimum fee for issues of less than \$25 million shall be \$25,000.
3. The fees to be charged for refundings of prior bond issues shall be the same as a new issue of bonds, unless otherwise set forth above.
4. Disclosure counsel fees shall be seventy percent (70%) of the bond counsel fees calculated from the above schedule.

**SCHEDULE A-2**

FEE SCALE FOR INDUSTRIAL DEVELOPMENT REVENUE BOND TRANSACTIONS (EXCLUDING HFA AND HEFA BOND TRANSACTIONS SET FORTH IN **SCHEDULES A-3 AND A-4**)

SIZE OF ISSUE	INDUSTRIAL DEVELOPMENT REVENUE BONDS OR NOTES ("IDRBs")	
Up to \$5 million	Flat Fee	\$40,000
Over \$5 million - \$10 million	Flat Fee	\$50,000
Anything Above \$10 million	\$50,000 Flat Fee + \$1.00 Per \$1,000	\$ _____

1. The fees for new money issuances and refundings shall be the same.
2. The fees above shall be in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
3. The minimum fee amount shall be the amount set forth above, unless adjusted as provided in Section 1.C. of **Exhibit "A"** to the Agreement for Legal Services.
4. The fees for IDRB amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is authorized by the County Attorney or designee. Such fees shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**SCHEDULE A-3**

FEE SCALE FOR HEALTH FACILITIES AUTHORITY ("HEFA") BOND TRANSACTIONS

SIZE OF ISSUE	HEFA NEGOTIATED HOSPITAL BONDS OR NOTES		HEFA PRIVATE PLACEMENT HOSPITAL BONDS OR NOTES		SIZE OF ISSUE	HEFA NON-HOSPITAL REVENUE BONDS OR NOTES	
First \$ 10,000,000	\$2.20 Per \$1,000	\$22,000	\$2.20 Per \$1,000	\$22,000	First \$ 2,000,000	Flat Fee	\$27,500
Next \$ 15,000,000	\$2.00 Per \$1,000	\$30,000	\$2.00 Per \$1,000	\$30,000	\$ 2,000,001 - \$ 3,000,000	Flat Fee	\$30,000
Next \$ 15,000,000	\$1.50 Per \$1,000	\$22,500	\$1.50 Per \$1,000	\$22,500	\$ 3,000,001 - \$ 5,000,000	Flat Fee	\$32,500
Next \$ 15,000,000	\$1.35 Per \$1,000	\$20,250	\$1.35 Per \$1,000	\$20,250	\$ 5,000,001 - \$10,000,000	Flat Fee	\$40,000
Next \$ 20,000,000	\$1.20 Per \$1,000	\$24,000	\$1.20 Per \$1,000	\$24,000	Anything Above \$10,000,001	\$40,000 Flat Fee + \$1.25 Per \$1,000	\$ _____
Next \$ 25,000,000	\$1.00 Per \$1,000	\$25,000	\$1.00 Per \$1,000	\$25,000	N/A	N/A	N/A
Anything Above \$100,000,000	\$.75 Per \$1,000	\$ _____	\$.75 Per \$1,000	\$ _____	N/A	N/A	N/A

1. The fees above shall be in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
2. The minimum fee shall be as set forth above, unless adjusted as provided in Section I.C. of **Exhibit "A,"** to the Agreement for Legal Services.
3. The fees for new money issuance and refundings shall be same.
4. Amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is approved by the County Attorney or designee. Such fees shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**SCHEDULE A-4**  
**FEE SCHEDULE FOR HOUSING FINANCE AUTHORITY ("HFA") BOND TRANSACTIONS**

SIZE OF ISSUE	HFA MULTI-FAMILY NEGOTIATED BONDS/NOTES		HFA SINGLE-FAMILY BONDS/NOTES		SIZE OF ISSUE	HFA MULTI-FAMILY PRIVATELY-PLACED BONDS/NOTES	
	Minimum	\$35,000	\$3.00 Per \$1,000	\$30,000		First \$3,000,000	Flat Fee
First \$10,000,000	\$2.00 Per \$1,000	\$20,000	\$2.00 Per \$1,000	\$20,000	\$ 3,000,001 - \$ 6,000,000	Flat Fee	\$40,000
Second \$10,000,000	\$1.50 Per \$1,000	\$15,000	\$1.50 Per \$1,000	\$15,000	\$ 6,000,001 - \$10,000,000	Flat Fee	\$50,000
Third \$10,000,000	\$1.25 Per \$1,000	\$12,500	\$1.25 Per \$1,000	\$12,500	Anything Above \$10,000,001	50,000 Flat Fee + \$1.25 Per \$1,000	\$_____
Fourth \$10,000,000	\$ 1.00 Per \$1,000	\$_____	\$ 1.00 Per \$1,000	\$_____	N/A	N/A	N/A
Anything Above \$50,000,000							

1. The minimum fee shall be \$35,000 for new issues.
2. The fees above are in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
3. Amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is approved by the County Attorney or designee. Such fee shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**EXHIBIT "B"**

**HOURLY COMPENSATION**

1. For special engagement services rendered and compensated on an hourly basis, Counsel's fee shall be based on the following hourly rates:

<b>Partners</b>	Actual Rate, not-to-exceed \$450 per hour
<b>Associates</b>	Actual Rate, not-to-exceed \$300 per hour
<b>Paralegals</b>	Actual Rate, not-to-exceed \$75 per hour

Where appropriate, a "not to exceed" or flat-fee sum shall be mutually agreed to for special engagement assignments.

## **EXHIBIT "C"**

### **REIMBURSABLE EXPENSES**

1. In addition to payment of the professional fees set forth in the attached **Schedules** and **Exhibit "B,"** County shall reimburse Counsel for out-of-pocket expenses reasonably incurred in the course of rendering such legal services, including costs of long distance calls, printing, costs of reproduction, and necessary travel expenses incurred in accordance with the requirements of Chapter 112, Florida Statutes. Counsel shall not charge for travel of attorneys between its offices so that it can provide the best available and most appropriate lawyer in any of its office locations for the issues involved.
2. Counsel shall submit invoices for expenses within sixty (60) days after the consummation of the transaction in which legal services were rendered. Each invoice shall include a signed statement identifying, in reasonable detail, all costs, expenses, vouchers, invoices, receipts, and other documentary evidence for expenditures for which reimbursement is sought as set forth below.
3. **REQUIREMENTS.**

The following requirements apply to the reimbursement of legal expenses:

- A. Counsel's federal employee identification number must be on all invoices submitted.
- B. No service, interest, or other charge of a like nature is to be imposed with regard to any item, invoice, or request. Counsel must be registered vendors with Broward County. Vendor registration is available on-line through County's Internet site, <http://www.broward.or/purchasing/vendorregistration.htm>. County's Sales Tax Exempt Number is 85-80139241140C-7. County's Federal Tax Exemption number is 59-6000531.
- C. Services rendered must be specifically and concisely identified.
- D. Names of persons performing services, hourly rates, and dates must be listed.
- E. Reimbursable expenses must be verified by attached receipts or copies thereof. (Receipts are required for all costs over \$5.00).
- F. Claims for mileage and meals cannot exceed the statutory allowance in Section 112.061, Florida Statutes. Meals and mileage cannot be charged unless Counsel has traveled outside the tri-county area consisting of Miami-Dade, Broward, and Palm Beach counties.



**EXHIBIT "C"**  
**-CONTINUED-**

- G. Claims for lodging at single rate occupancy (actual cost) must be substantiated by a paid bill or charge.
- H. Car rentals required for necessary travel should include compact or standard-size vehicles only.
- I. Common carrier travel shall be reimbursable at tourist or coach class fares only.
- J. Fax costs shall not be reimbursed.
- K. Legal Research costs (LexisNexis, Westlaw, etc.) shall not be reimbursed.

## **AGREEMENT FOR LEGAL SERVICES**

This Agreement for Legal Services ("Agreement"), by and between BROWARD COUNTY, a political subdivision of the state of Florida ("County"), and NABORS, GIBLIN & NICKERSON, P.A., ("Counsel") (collectively, the "Parties"), is effective on the date it is executed by the second of the two Parties ("Effective Date").

WHEREAS, County desires to retain Counsel to provide legal services to and for County, its agencies and authorities, including the Housing Finance Authority and Health Facilities Authority (collectively, "County"), in connection with the issuance and sale of bonds and notes, as well as the handling of other specialized financing instruments and transactions,

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1. Scope of Services.**

1.1. Consistent with the terms and conditions herein, Counsel shall provide legal services in connection with bond or other debt financing transactions of County, including performing all services identified in this Agreement and in **Exhibit "A,"** attached hereto and made a part hereof. Counsel, from time to time and upon such terms and conditions as may be approved by the County Attorney or designee, may also be requested to perform legal services in connection with other specialized finance matters involving the County, including, but not limited to, tax and bankruptcy matters.

1.2. The services described in Section 1.1 above shall be provided with respect to those matters assigned to Counsel by the Office of the County Attorney. Such assignment shall be evidenced by written notice, acknowledgment, or letter to Counsel from the County Attorney or designee ("Notice of Assignment"). The Office of the County Attorney, in its sole and absolute discretion, shall assign bond issues and other financing matters to the various law firms competitively selected as special counsel based on the best interest of County. Notwithstanding anything to the contrary in this Agreement, the Office of the County Attorney, in its sole and absolute discretion, may, at any time during the term of this Agreement, make necessary or appropriate changes to the methods and procedures for assignment of services.

1.3. Upon request, Counsel shall provide the Office of the County Attorney with a status report containing all information pertinent to an assigned matter. Such report shall be provided no later than three (3) business days after Counsel's receipt of such request, or within such other time frame as established by the County Attorney or designee.

### **2. Compensation and Method of Payment.**

2.1. Compensation for services shall be paid to Counsel in accordance with **Exhibits "A" and "B,"** attached hereto and made a part hereof, and the Notice of Assignment

for the applicable transaction. Requirements for reimbursement of expenses are set forth in **Exhibit "C,"** attached hereto and made a part hereof. Expenses other than automobile expenses must be documented by copies of paid receipts or other evidence of payment.

2.2. Payment of compensation to Counsel is contingent upon the consummation of the applicable financing transaction, unless otherwise set forth in **Exhibit "A"** or in the applicable Notice of Assignment. Counsel shall submit invoices for compensation and reimbursement of expenses no later than sixty (60) days after the consummation of the applicable financing transaction.

2.3. Invoices for hourly or flat-fee assignments pursuant to **Exhibit "B"** may be submitted only after the services or expenses upon which such invoices are based have been completed or incurred. Such invoices must be received no later than sixty (60) days after the assignment is completed.

2.4. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to the instructions prescribed by the County Attorney or designee. Payment may be withheld for failure of Counsel to comply with a term, condition, or requirement of this Agreement.

2.5. Payment shall be made to Counsel at:

L. Thomas Giblin, Esquire  
Nabors, Giblin & Nickerson, P.A.  
2502 Rocky Point Drive, Suite 1060  
Tampa, Florida 33607

### **3. Term and Time of Performance.**

3.1. This Agreement shall begin on the Effective Date and shall end on the third anniversary of such date ("Term"), provided, however, that if the term of this Agreement extends beyond a single fiscal year of County, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from County in accordance with Chapter 129, Florida Statutes. At the sole option of the County Attorney upon at least sixty (60) days' advance written notice to Counsel, the Term of this Agreement may be extended, for up to two (2) additional one (1) year periods, upon the same terms and conditions.

3.2. Time is of the essence for the performance of all duties, obligations, and responsibilities under this Agreement.

**4. Termination.**

4.1. This Agreement may be terminated for cause by the aggrieved party, with County acting by and through the County Attorney, if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach, or may be terminated for convenience by the County Attorney, upon not less than thirty (30) days' advance written notice to Counsel. This Agreement may also be terminated by the County Attorney upon such notice as the County Attorney deems appropriate in the event that termination is necessary to protect the public health, safety, or welfare. An erroneous termination for cause shall be considered a termination for convenience.

4.2. In the event that this Agreement is terminated for convenience, Counsel shall be paid for any services performed to the date the Agreement is terminated. Upon being notified of the County Attorney's election to terminate, Counsel shall refrain from performing further services or incurring additional expenses under this Agreement, unless otherwise instructed by the County Attorney. Counsel acknowledges and agrees that Ten Dollars (\$10.00) of compensation to be paid by County, the adequacy of which is hereby acknowledged by Counsel, is given as specific consideration to Counsel for County's right to terminate this Agreement for convenience. Upon such termination for convenience, Counsel shall cooperate with the County Attorney or designee in facilitating the orderly and professional transfer of its responsibilities and files under this Agreement.

**5. Audit and Public Records.**

5.1. Audit. County, acting by and through its County Auditor, shall have the right to audit the books and records of Counsel pertinent to the funding under this Agreement. Counsel shall preserve and make available, at reasonable times for examination and audit by the County Auditor, all financial records, supporting documents, and other documents pertinent to this Agreement for a period of three (3) years after expiration or termination of this Agreement, or, if any audit has been initiated and audit findings have not been resolved at the end of the three years, such books and records shall be retained until resolution of the audit findings.

5.2. Public Records. Counsel shall comply with all applicable requirements of the Florida Public Records Act with respect to Counsel's records relating to, arising from, or in connection with this Agreement.

**6. Conflict of Interest.**

6.1. Counsel shall strictly comply with the terms and conditions of the Conflicts of Interest Policy for Outside Legal Counsel ("Conflict of Interest Policy") set forth in Section 18.88 of the Broward County Administrative Code, as may be amended from time to time.

6.2. Counsel certifies that it does not know of any facts concerning this Agreement and the services to be performed hereunder which constitute a violation of the Conflict of Interest Policy. Counsel acknowledges that the Conflict of Interest Policy is more restrictive than the professional code of ethics governing attorney conduct. Counsel acknowledges that the County Attorney, in his or her sole discretion, shall have final authority to determine the existence of a conflict of interest and any and all necessary corrective actions, including termination of this Agreement.

6.3. It is important that Counsel be independent and impartial in order to properly render services to County. Accordingly, Counsel shall not act as counsel in any lawsuit or other adversarial proceeding in which County is named as a party or in which Counsel takes or may take a position adverse to County.

6.4. Neither Counsel nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship substantially antagonistic to or incompatible with Counsel's loyal and conscientious exercise of judgment related to its performance under this Agreement.

6.5. Counsel agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such person give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, that is adverse or prejudicial to the interests of County, in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section 6.5 shall not preclude such person from representing himself or herself in any action or in any administrative or legal proceeding.

6.6. If, at any time, Counsel's firm desires to represent a client in matters having to do with the Broward County government, Counsel must contact the County Attorney before undertaking such representation so that it can be determined whether a conflict of interest exists. All actual, potential, or apparent conflicts of interest must be disclosed to the County Attorney or designee as soon as they are known.

**7. Indemnification.** Counsel shall at all times indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend the County, its officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim") raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or part, by any acts or omissions of Counsel, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement. In the event that any Claim is brought against an Indemnified Party, Counsel, upon written notice from the County Attorney or designee, shall defend each

Indemnified Party against each such Claim by counsel satisfactory to the County Attorney or, at the County Attorney's option, pay for an attorney selected by the County Attorney to defend the County. To the extent considered necessary by the County Attorney, any sums due Counsel under this Agreement may be retained by County until all claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The obligations of this section shall survive the expiration or termination of this Agreement.

## **8. Insurance.**

8.1. In order to insure the indemnification obligation contained above, Counsel agrees to maintain Professional Liability coverage with the limits of liability provided by such policy to be no less than Five Million Dollars (\$5,000,000.00) for each claim with a maximum deductible of One Hundred Thousand Dollars (\$100,000.00) unless otherwise approved in advance by the County's Risk Management Division ("RMD"). Counsel shall maintain the coverage continuously in force for a minimum of two (2) years following the expiration or termination of this Agreement and shall annually provide RMD with evidence of continuous coverage. Such insurance coverage shall be on a coverage form acceptable to RMD, issued by companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII."

8.2. Counsel agrees to maintain a Business Automobile Liability Insurance Policy with the limits of liability provided by such policy to be no less than One Million Dollars (\$1,000,000.00) for each claim. The Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, nonowned, and hired automobiles used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

8.3. Within thirty (30) calendar days after the Effective Date, Counsel shall furnish the RMD Director or designee with appropriate proof of the insurance coverage required by this section. Proof may be Certificates of Insurance, all endorsements, or the entire policy at the discretion of RMD.

8.4. The requirements of this section may only be waived or revised in writing by the Director of RMD.

**9. Ownership of Documents.** Any and all reports and other data and documents provided or created in connection with this Agreement are and shall remain the property of the County. Upon expiration or termination of this Agreement, any reports and other data and documents prepared by Counsel, whether finished or unfinished, shall become the property of County and shall be delivered by Counsel to the County Attorney or designee within seven (7) days after expiration or termination of this Agreement. Any compensation due to Counsel may be withheld until all documents are received as provided herein.

**10. Independent Contractor.** Counsel is an independent contractor under this Agreement. In providing services under this Agreement, neither Counsel nor its agents shall act as officers, employees, or agents of County. Counsel shall not have the right to bind County to any obligations not expressly undertaken by County under this Agreement.

**11. Nondiscrimination.**

11.1. Counsel shall not unlawfully discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

11.2 Counsel shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Counsel shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Counsel shall take affirmative steps to ensure nondiscrimination in employment against persons with disabilities.

11.3 By execution of this Agreement, Counsel represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from Counsel all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

**12. Public Entity Crimes Act.** Counsel represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Counsel further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Counsel has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, County, acting by and through its County Attorney, shall have the right to

immediately terminate this Agreement and recover all sums paid to Counsel under this Agreement.

**13. Notices.** Whenever either party desires to give notice to the other, such notice must be sent by email with a hard copy sent by registered or certified United States Mail, postage prepaid, return receipt requested, or by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**FOR BROWARD COUNTY:**

Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: [jacoffey@broward.org](mailto:jacoffey@broward.org)  
[aashton@broward.org](mailto:aashton@broward.org)

**FOR COUNSEL:**

L. Thomas Giblin, Esquire  
Nabors, Giblin & Nickerson, P.A.  
2502 Rocky Point Drive, Suite 1060  
Tampa, Florida 33607  
Email: [tgiblin@ngn-tampa.com](mailto:tgiblin@ngn-tampa.com)

**14. Assignment and Performance.** Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Counsel without the prior written consent of the County Attorney. If Counsel violates this provision, the County Attorney shall have the right to immediately terminate this Agreement. Counsel represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Counsel agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

**15. Miscellaneous.**

15.1. Third Party Beneficiaries. Neither of the Parties intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that



there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

15.2. Contingency Fee. Counsel represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Counsel, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County, acting by and through the County Attorney, shall have the right to terminate this Agreement without any further liability to Counsel. Alternatively, if such representation is false, the County Attorney, in his or her sole discretion, may deduct from the compensation due Counsel under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

15.3. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15.4. Compliance with Laws. Counsel shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

15.5. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

15.6. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

15.7. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 15 of this Agreement, the provisions contained in Articles 1 through 15 shall prevail and be given effect.

15.8. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States

District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, COUNSEL AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

15.9. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Broward County Board of County Commissioners and Counsel, or others delegated authority or otherwise authorized to execute same on their behalf.

15.10. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

15.11. Payable Interest.

15.11.1. Payment of Interest. County shall not be liable to pay any interest to Counsel for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Counsel waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for postjudgment interest, if such application would be contrary to applicable law.

15.11.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

15.12. Incorporation by Reference. Attached **Exhibits "A," "B," and "C," and Schedules A-1, A-2, A-3, and A-4** are incorporated into and made a part of this Agreement.

15.13. Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

15.14 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Execution Pages Follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Legal Services on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and COUNSEL, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Joni Armstrong Coffey, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
Annika E. Ashton  
Assistant County Attorney

**AGREEMENT FOR LEGAL SERVICES BETWEEN BROWARD COUNTY AND  
NABORS, GIBLIN & NICKERSON, P.A.,**

COUNSEL

NABORS, GIBLIN & NICKERSON, P.A.,

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_ day of \_\_\_\_\_, 20 \_\_\_.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. Bond Counsel Services.**

- A. Scope. Counsel's scope of services as bond counsel shall include, but not be limited to, the following duties and responsibilities:
1. Reviewing legal issues and questions in consultation with the Office of the County Attorney and County staff relating to the structure of the bond issue or other debt financing arrangement;
  2. Preparing and reviewing all documents necessary to implement the transaction including, but not limited to, resolutions, supplemental or amended resolutions, ordinances, trust indentures, notices of sale, loan agreements, escrow agreements, credit enhancement commitments and related documentation, tax compliance certificates, swap agreements, and closing documents; and coordinating the authorization and execution of same;
  3. Assisting the issuer in seeking from other government authorities any approvals, permissions, and exemptions necessary or appropriate in connection with the authorization, issuance, sale, and delivery of the bonds or other financing instruments;
  4. Attending meetings of County relating to the issuance of debt, including attendance at TEFRA hearings and other public meetings;
  5. Reviewing or preparing those sections of the offering document to be disseminated in connection with the transaction, financing documents, bond counsel opinion, and tax exemption;
  6. Reviewing bond purchase contracts and providing feedback;
  7. Rendering the bond counsel opinion regarding the validity and binding effect of the bonds, the source of payment and security for the bonds, and the excludability of interest on the bonds from gross income for federal or state income tax purposes, and providing all other required legal opinions;
  8. Providing guidance, and reviewing and preparing documents, for the use of derivative products in connection with the issuance of bonds;

9. Preparing the official transcript for the bond issue and delivering it in both professionally-bound form and high-quality, searchable electronic form within ninety (90) days after consummation of the transaction;
  10. Attending preclosings and closings;
  11. Providing continuing advice regarding any actions necessary to ensure that the interest on the bonds will continue to be tax-exempt;
  12. Providing continuing legal advice on issues relating to the sale and administration of the debt obligations;
  13. Preparing validation pleadings, and attending and representing County at validation hearings;
  14. Keeping County informed of rulings issued by federal and state regulatory agencies that impact the issuance or administration of the bonds;
  15. Reviewing or preparing documentation associated with postclosing activities through maturity or redemption of the bonds;
  16. Assisting in postclosing regulatory investigations, actions, or matters involving transactions in which Counsel served as bond counsel;
  17. Adhering to all deadlines established by County for the review and preparation of documents; and
  18. Performing all other necessary or appropriate legal services to consummate the transaction.
- B. Compensation. Compensation for bond counsel services specified in Section 1.A., above, shall be paid in accordance with attached **Schedules A-1, A-2 A-3, and A-4**, as applicable. Except as provided in Section C immediately below, payment of compensation shall be contingent upon the closing of the transaction.
- C. Conduit Transactions. In all conduit transactions, Counsel will be compensated by the borrower. Counsel shall enter into a separate retainer agreement or fee letter with each borrower, in a manner consistent with this **Exhibit "A"** and the applicable attached **Schedule**. Once executed, a copy of each retainer agreement or fee letter shall be furnished by Counsel to the County Attorney or designee. Counsel shall be entitled to compensation on an hourly basis, as set forth in **Exhibit "B"** hereof, from any prospective borrower which, after using Counsel's

services, decides to pursue an alternate method of financing. However, such hourly compensation shall not exceed the maximum fee specified for the transaction in the applicable attached **Schedule**. Under no circumstances shall County be liable for the payment of Counsel's fees or expenses in connection with any conduit transactions.

## **II. Disclosure Counsel Services.**

- A. Counsel's scope of services as disclosure counsel shall include, but not be limited to, the following duties and responsibilities:
1. Preparing preliminary and final official statements;
  2. Providing a "10b-5" negative assurance opinion with respect to the official statements;
  3. Reviewing applicable law and pertinent documents;
  4. Reviewing or preparing bond purchase contracts;
  5. Reviewing rating agency presentations and investor presentations for consistency with official statements and for compliance reasons;
  6. Reviewing due diligence questions from underwriters and assisting in the preparation of responses thereto;
  7. Participating, as requested, in due diligence and working group meetings and discussions with stakeholders;
  8. Attending meetings related to the transaction, including preclosings and closings;
  9. Consulting with, and responding to questions from, County officials and staff regarding matters relating to continuing disclosure requirements, including the requirements of Securities and Exchange Commission Rule 15c2-12 ("Rule"). Responsibilities with respect to continuing disclosure shall include:
    - i. Assisting with the determination of whether an action, activity, or event constitutes a "material event," as defined in the Rule, and preparing the appropriate disclosure of such material event;



- ii. Assisting County with the review of the annual financial information needed to comply with the Rule and any current continuing disclosure statement;
  - iii. Reviewing County's audited financial statements for purposes of confirming compliance with the Rule and any current continuing disclosure agreements;
  - iv. Assisting County in officially disclosing any material failure to comply with the Rule;
  - v. Keeping County informed of rulings issued by federal and state regulatory agencies that impact County's disclosure practices, and exercising diligence in ensuring that County is in compliance with all disclosure requirements;
  - vi. Assisting County in modifying and updating its comprehensive disclosure policies and strategies in accordance with best practices;
  - vii. Reviewing postissuance best practices relating to tax compliance and providing guidance with respect to Internal Revenue Services (IRS) general inquiries.
- 10. Assisting in postclosing regulatory investigations or matters involving transactions in which Counsel served as disclosure counsel;
  - 11. Adhering to all deadlines established by County for the review and preparation of documents; and
  - 11. Performing all other necessary or appropriate legal services to consummate the transaction.
- B. Compensation for disclosure counsel services specified in Section II.A., above, shall be paid in accordance with the applicable attached **Schedule**. Payment of such compensation shall be contingent upon the closing of the transaction.

### **III. Special Engagement Services.**

- A. As special engagement counsel from time to time, Counsel shall assist County with specialized public finance matters, including, but not limited to, taxation and bankruptcy matters.

- B. The terms and conditions for the performance of such special engagement services, including the scope of such services and the compensation to be paid therefor, shall be mutually agreed to by Counsel and the County Attorney (or designee), and such terms and conditions shall be specified in the Notice of Assignment for each particular matter.

## SCHEDULE A-1

FEE SCALE FOR BOND, NOTE, AND CERTIFICATE OF PARTICIPATION TRANSACTIONS (EXCLUDING CONDUIT TRANSACTIONS SET FORTH IN **SCHEDULES A-2, A-3, AND A-4**)

SIZE OF ISSUE	GENERAL OBLIGATION BONDS OR NOTES (GOBs)		FIXED RATE REVENUE BONDS OR NOTES		VARIABLE RATE REVENUE BONDS OR NOTES		REFUNDING GOBs		REFUNDING REVENUE BONDS OR NOTES		LEASE-PURCHASE BONDS/ CERTIFICATES OF PARTICIPATION	
First \$ 25,000,000	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.75 *	\$43,750	\$1.50 *	\$37,500	\$1.75 *	\$43,750	\$1.75 *	\$43,750
Second \$ 25,000,000	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.50 *	\$37,500
Third \$ 25,000,000	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.25 *	\$31,250
Fourth \$ 25,000,000	\$.50 *	\$12,500	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$1.00 *	\$25,000
Fifth \$ 25,000,000	\$.25 *	\$ 6,250	\$.50 *	\$ 12,500	\$.75 *	\$18,750	\$.50 *	\$ 12,500	\$.75 *	\$18,750	\$.75 *	\$18,750
Sixth \$ 25,000,000	\$.25 *	\$ 6,250	\$.25 *	\$ 6,250	\$.50 *	\$12,500	\$.25 *	\$ 6,250	\$.50 *	\$12,500	\$.50 *	\$12,500
Anything Above \$150,000,000	\$.20 *	\$_____	\$.20 *	\$_____	\$.30 *	\$_____	\$.20 *	\$_____	\$.25 *	\$_____	\$.30 *	\$_____

\*All fees on this schedule are on a per \$1,000 basis.

1. The fees above shall be in addition to actual expenses which will be paid at cost not exceeding \$10,000.
2. The minimum fee for issues of less than \$25 million shall be \$25,000.
3. The fees to be charged for refundings of prior bond issues shall be the same as a new issue of bonds, unless otherwise set forth above.
4. Disclosure counsel fees shall be seventy percent (70%) of the bond counsel fees calculated from the above schedule.

**SCHEDULE A-2**

FEE SCALE FOR INDUSTRIAL DEVELOPMENT REVENUE BOND TRANSACTIONS (EXCLUDING HFA AND HEFA BOND TRANSACTIONS SET FORTH IN **SCHEDULES A-3 AND A-4**)

SIZE OF ISSUE	INDUSTRIAL DEVELOPMENT REVENUE BONDS OR NOTES ("IDRBs")	
Up to \$5 million	Flat Fee	\$40,000
Over \$5 million - \$10 million	Flat Fee	\$50,000
Anything Above \$10 million	\$50,000 Flat Fee + \$1.00 Per \$1,000	\$ _____

1. The fees for new money issuances and refundings shall be the same.
2. The fees above shall be in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
3. The minimum fee amount shall be the amount set forth above, unless adjusted as provided in Section 1.C. of **Exhibit "A"** to the Agreement for Legal Services.
4. The fees for IDRB amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is authorized by the County Attorney or designee. Such fees shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

### SCHEDULE A-3

#### FEE SCALE FOR HEALTH FACILITIES AUTHORITY ("HEFA") BOND TRANSACTIONS

SIZE OF ISSUE	HEFA NEGOTIATED HOSPITAL BONDS OR NOTES		HEFA PRIVATE PLACEMENT HOSPITAL BONDS OR NOTES		SIZE OF ISSUE	HEFA NON-HOSPITAL REVENUE BONDS OR NOTES	
First \$ 10,000,000	\$2.20 Per \$1,000	\$22,000	\$2.20 Per \$1,000	\$22,000	First \$ 2,000,000	Flat Fee	\$27,500
Next \$ 15,000,000	\$2.00 Per \$1,000	\$30,000	\$2.00 Per \$1,000	\$30,000	\$ 2,000,001 - \$ 3,000,000	Flat Fee	\$30,000
Next \$ 15,000,000	\$1.50 Per \$1,000	\$22,500	\$1.50 Per \$1,000	\$22,500	\$ 3,000,001 - \$ 5,000,000	Flat Fee	\$32,500
Next \$ 15,000,000	\$1.35 Per \$1,000	\$20,250	\$1.35 Per \$1,000	\$20,250	\$ 5,000,001 - \$10,000,000	Flat Fee	\$40,000
Next \$ 20,000,000	\$1.20 Per \$1,000	\$24,000	\$1.20 Per \$1,000	\$24,000	Anything Above \$10,000,001	\$40,000 Flat Fee + \$1.25 Per \$1,000	\$ _____
Next \$ 25,000,000	\$1.00 Per \$1,000	\$25,000	\$1.00 Per \$1,000	\$25,000	N/A	N/A	N/A
Anything Above \$100,000,000	\$.75 Per \$1,000	\$ _____	\$.75 Per \$1,000	\$ _____	N/A	N/A	N/A

1. The fees above shall be in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
2. The minimum fee shall be as set forth above, unless adjusted as provided in Section I.C. of **Exhibit "A,"** to the Agreement for Legal Services.
3. The fees for new money issuance and refundings shall be same.
4. Amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is approved by the County Attorney or designee. Such fees shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**SCHEDULE A-4**  
**FEE SCHEDULE FOR HOUSING FINANCE AUTHORITY ("HFA") BOND TRANSACTIONS**

SIZE OF ISSUE	HFA MULTI-FAMILY NEGOTIATED BONDS/NOTES		HFA SINGLE-FAMILY BONDS/NOTES		SIZE OF ISSUE	HFA MULTI-FAMILY PRIVATELY-PLACED BONDS/NOTES	
	Minimum	\$35,000	\$3.00 Per \$1,000	\$30,000		First \$3,000,000	Flat Fee
First \$10,000,000	\$2.00 Per \$1,000	\$20,000	\$2.00 Per \$1,000	\$20,000	\$ 3,000,001 - \$ 6,000,000	Flat Fee	\$40,000
Second \$10,000,000	\$1.50 Per \$1,000	\$15,000	\$1.50 Per \$1,000	\$15,000	\$ 6,000,001 - \$10,000,000	Flat Fee	\$50,000
Third \$10,000,000	\$1.25 Per \$1,000	\$12,500	\$1.25 Per \$1,000	\$12,500	Anything Above \$10,000,001	50,000 Flat Fee + \$1.25 Per \$1,000	\$_____
Fourth \$10,000,000	\$ 1.00 Per \$1,000	\$_____	\$ 1.00 Per \$1,000	\$_____	N/A	N/A	N/A
Anything Above \$50,000,000							

1. The minimum fee shall be \$35,000 for new issues.
2. The fees above are in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
3. Amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is approved by the County Attorney or designee. Such fee shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**EXHIBIT "B"**

**HOURLY COMPENSATION**

1. For special engagement services rendered and compensated on an hourly basis, Counsel's fee shall be based on the following hourly rates:

<b>Partners</b>	Actual Rate, not-to-exceed \$450 per hour
<b>Associates</b>	Actual Rate, not-to-exceed \$300 per hour
<b>Paralegals</b>	Actual Rate, not-to-exceed \$75 per hour

Where appropriate, a "not to exceed" or flat-fee sum shall be mutually agreed to for special engagement assignments.

## **EXHIBIT "C"**

### **REIMBURSABLE EXPENSES**

1. In addition to payment of the professional fees set forth in the attached **Schedules** and **Exhibit "B,"** County shall reimburse Counsel for out-of-pocket expenses reasonably incurred in the course of rendering such legal services, including costs of long distance calls, printing, costs of reproduction, and necessary travel expenses incurred in accordance with the requirements of Chapter 112, Florida Statutes. Counsel shall not charge for travel of attorneys between its offices so that it can provide the best available and most appropriate lawyer in any of its office locations for the issues involved.
2. Counsel shall submit invoices for expenses within sixty (60) days after the consummation of the transaction in which legal services were rendered. Each invoice shall include a signed statement identifying, in reasonable detail, all costs, expenses, vouchers, invoices, receipts, and other documentary evidence for expenditures for which reimbursement is sought as set forth below.
3. **REQUIREMENTS.**

The following requirements apply to the reimbursement of legal expenses:

- A. Counsel's federal employee identification number must be on all invoices submitted.
- B. No service, interest, or other charge of a like nature is to be imposed with regard to any item, invoice, or request. Counsel must be registered vendors with Broward County. Vendor registration is available on-line through County's Internet site, <http://www.broward.or/purchasing/vendorregistration.htm>. County's Sales Tax Exempt Number is 85-80139241140C-7. County's Federal Tax Exemption number is 59-6000531.
- C. Services rendered must be specifically and concisely identified.
- D. Names of persons performing services, hourly rates, and dates must be listed.
- E. Reimbursable expenses must be verified by attached receipts or copies thereof. (Receipts are required for all costs over \$5.00).
- F. Claims for mileage and meals cannot exceed the statutory allowance in Section 112.061, Florida Statutes. Meals and mileage cannot be charged unless Counsel has traveled outside the tri-county area consisting of Miami-Dade, Broward, and Palm Beach counties.



**EXHIBIT "C"**  
**-CONTINUED-**

- G. Claims for lodging at single rate occupancy (actual cost) must be substantiated by a paid bill or charge.
- H. Car rentals required for necessary travel should include compact or standard-size vehicles only.
- I. Common carrier travel shall be reimbursable at tourist or coach class fares only.
- J. Fax costs shall not be reimbursed.
- K. Legal Research costs (LexisNexis, Westlaw, etc.) shall not be reimbursed.

## **AGREEMENT FOR LEGAL SERVICES**

This Agreement for Legal Services ("Agreement"), by and between BROWARD COUNTY, a political subdivision of the state of Florida ("County"), and D. SEATON AND ASSOCIATES, P.A. ("Counsel") (collectively, the "Parties"), is effective on the date it is executed by the second of the two Parties ("Effective Date").

WHEREAS, County desires to retain Counsel to provide legal services to and for County, its agencies and authorities, including the Housing Finance Authority and Health Facilities Authority (collectively, "County"), in connection with the issuance and sale of bonds and notes, as well as the handling of other specialized financing instruments and transactions,

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1. Scope of Services.**

1.1. Consistent with the terms and conditions herein, Counsel shall provide legal services in connection with bond or other debt financing transactions of County, including performing all services identified in this Agreement and in **Exhibit "A,"** attached hereto and made a part hereof. Counsel, from time to time and upon such terms and conditions as may be approved by the County Attorney or designee, may also be requested to perform legal services in connection with other specialized finance matters involving the County, including, but not limited to, tax and bankruptcy matters.

1.2. The services described in Section 1.1 above shall be provided with respect to those matters assigned to Counsel by the Office of the County Attorney. Such assignment shall be evidenced by written notice, acknowledgment, or letter to Counsel from the County Attorney or designee ("Notice of Assignment"). The Office of the County Attorney, in its sole and absolute discretion, shall assign bond issues and other financing matters to the various law firms competitively selected as special counsel based on the best interest of County. Notwithstanding anything to the contrary in this Agreement, the Office of the County Attorney, in its sole and absolute discretion, may, at any time during the term of this Agreement, make necessary or appropriate changes to the methods and procedures for assignment of services.

1.3. Upon request, Counsel shall provide the Office of the County Attorney with a status report containing all information pertinent to an assigned matter. Such report shall be provided no later than three (3) business days after Counsel's receipt of such request, or within such other time frame as established by the County Attorney or designee.

### **2. Compensation and Method of Payment.**

2.1. Compensation for services shall be paid to Counsel in accordance with **Exhibits "A" and "B,"** attached hereto and made a part hereof, and the Notice of Assignment

for the applicable transaction. Requirements for reimbursement of expenses are set forth in **Exhibit "C,"** attached hereto and made a part hereof. Expenses other than automobile expenses must be documented by copies of paid receipts or other evidence of payment.

2.2. Payment of compensation to Counsel is contingent upon the consummation of the applicable financing transaction, unless otherwise set forth in **Exhibit "A"** or in the applicable Notice of Assignment. Counsel shall submit invoices for compensation and reimbursement of expenses no later than sixty (60) days after the consummation of the applicable financing transaction.

2.3. Invoices for hourly or flat-fee assignments pursuant to **Exhibit "B"** may be submitted only after the services or expenses upon which such invoices are based have been completed or incurred. Such invoices must be received no later than sixty (60) days after the assignment is completed.

2.4. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to the instructions prescribed by the County Attorney or designee. Payment may be withheld for failure of Counsel to comply with a term, condition, or requirement of this Agreement.

2.5. Payment shall be made to Counsel at:

Douglas M. Seaton, Esquire  
D. Seaton and Associates, P.A.  
3318 Bradenham Lane  
Davie, FL 33328

### **3. Term and Time of Performance.**

3.1. This Agreement shall begin on the Effective Date and shall end on the third anniversary of such date ("Term"), provided, however, that if the term of this Agreement extends beyond a single fiscal year of County, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from County in accordance with Chapter 129, Florida Statutes. At the sole option of the County Attorney upon at least sixty (60) days' advance written notice to Counsel, the Term of this Agreement may be extended, for up to two (2) additional one (1) year periods, upon the same terms and conditions.

3.2. Time is of the essence for the performance of all duties, obligations, and responsibilities under this Agreement.

**4. Termination.**

4.1. This Agreement may be terminated for cause by the aggrieved party, with County acting by and through the County Attorney, if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach, or may be terminated for convenience by the County Attorney, upon not less than thirty (30) days' advance written notice to Counsel. This Agreement may also be terminated by the County Attorney upon such notice as the County Attorney deems appropriate in the event that termination is necessary to protect the public health, safety, or welfare. An erroneous termination for cause shall be considered a termination for convenience.

4.2. In the event that this Agreement is terminated for convenience, Counsel shall be paid for any services performed to the date the Agreement is terminated. Upon being notified of the County Attorney's election to terminate, Counsel shall refrain from performing further services or incurring additional expenses under this Agreement, unless otherwise instructed by the County Attorney. Counsel acknowledges and agrees that Ten Dollars (\$10.00) of compensation to be paid by County, the adequacy of which is hereby acknowledged by Counsel, is given as specific consideration to Counsel for County's right to terminate this Agreement for convenience. Upon such termination for convenience, Counsel shall cooperate with the County Attorney or designee in facilitating the orderly and professional transfer of its responsibilities and files under this Agreement.

**5. Audit and Public Records.**

5.1. Audit. County, acting by and through its County Auditor, shall have the right to audit the books and records of Counsel pertinent to the funding under this Agreement. Counsel shall preserve and make available, at reasonable times for examination and audit by the County Auditor, all financial records, supporting documents, and other documents pertinent to this Agreement for a period of three (3) years after expiration or termination of this Agreement, or, if any audit has been initiated and audit findings have not been resolved at the end of the three years, such books and records shall be retained until resolution of the audit findings.

5.2. Public Records. Counsel shall comply with all applicable requirements of the Florida Public Records Act with respect to Counsel's records relating to, arising from, or in connection with this Agreement.

**6. Conflict of Interest.**

6.1. Counsel shall strictly comply with the terms and conditions of the Conflicts of Interest Policy for Outside Legal Counsel ("Conflict of Interest Policy") set forth in Section 18.88 of the Broward County Administrative Code, as may be amended from time to time.

6.2. Counsel certifies that it does not know of any facts concerning this Agreement and the services to be performed hereunder which constitute a violation of the Conflict of Interest Policy. Counsel acknowledges that the Conflict of Interest Policy is more restrictive than the professional code of ethics governing attorney conduct. Counsel acknowledges that the County Attorney, in his or her sole discretion, shall have final authority to determine the existence of a conflict of interest and any and all necessary corrective actions, including termination of this Agreement.

6.3. It is important that Counsel be independent and impartial in order to properly render services to County. Accordingly, Counsel shall not act as counsel in any lawsuit or other adversarial proceeding in which County is named as a party or in which Counsel takes or may take a position adverse to County.

6.4. Neither Counsel nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship substantially antagonistic to or incompatible with Counsel's loyal and conscientious exercise of judgment related to its performance under this Agreement.

6.5. Counsel agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such person give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, that is adverse or prejudicial to the interests of County, in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section 6.5 shall not preclude such person from representing himself or herself in any action or in any administrative or legal proceeding.

6.6. If, at any time, Counsel's firm desires to represent a client in matters having to do with the Broward County government, Counsel must contact the County Attorney before undertaking such representation so that it can be determined whether a conflict of interest exists. All actual, potential, or apparent conflicts of interest must be disclosed to the County Attorney or designee as soon as they are known.

**7. Indemnification.** Counsel shall at all times indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend the County, its officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim") raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or part, by any acts or omissions of Counsel, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement. In the event that any Claim is brought against an Indemnified Party, Counsel, upon written notice from the County Attorney or designee, shall defend each

Indemnified Party against each such Claim by counsel satisfactory to the County Attorney or, at the County Attorney's option, pay for an attorney selected by the County Attorney to defend the County. To the extent considered necessary by the County Attorney, any sums due Counsel under this Agreement may be retained by County until all claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The obligations of this section shall survive the expiration or termination of this Agreement.

## **8. Insurance.**

8.1. In order to insure the indemnification obligation contained above, Counsel agrees to maintain Professional Liability coverage with the limits of liability provided by such policy to be no less than Five Million Dollars (\$5,000,000.00) for each claim with a maximum deductible of One Hundred Thousand Dollars (\$100,000.00) unless otherwise approved in advance by the County's Risk Management Division ("RMD"). Counsel shall maintain the coverage continuously in force for a minimum of two (2) years following the expiration or termination of this Agreement and shall annually provide RMD with evidence of continuous coverage. Such insurance coverage shall be on a coverage form acceptable to RMD, issued by companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII."

8.2. Counsel agrees to maintain a Business Automobile Liability Insurance Policy with the limits of liability provided by such policy to be no less than One Million Dollars (\$1,000,000.00) for each claim. The Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, nonowned, and hired automobiles used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

8.3. Within thirty (30) calendar days after the Effective Date, Counsel shall furnish the RMD Director or designee with appropriate proof of the insurance coverage required by this section. Proof may be Certificates of Insurance, all endorsements, or the entire policy at the discretion of RMD.

8.4. The requirements of this section may only be waived or revised in writing by the Director of RMD.

**9. Ownership of Documents.** Any and all reports and other data and documents provided or created in connection with this Agreement are and shall remain the property of the County. Upon expiration or termination of this Agreement, any reports and other data and documents prepared by Counsel, whether finished or unfinished, shall become the property of County and shall be delivered by Counsel to the County Attorney or designee within seven (7) days after expiration or termination of this Agreement. Any compensation due to Counsel may be withheld until all documents are received as provided herein.

**10. Independent Contractor.** Counsel is an independent contractor under this Agreement. In providing services under this Agreement, neither Counsel nor its agents shall act as officers, employees, or agents of County. Counsel shall not have the right to bind County to any obligations not expressly undertaken by County under this Agreement.

**11. Nondiscrimination.**

11.1. Counsel shall not unlawfully discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

11.2 Counsel shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Counsel shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Counsel shall take affirmative steps to ensure nondiscrimination in employment against persons with disabilities.

11.3 By execution of this Agreement, Counsel represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from Counsel all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

**12. Public Entity Crimes Act.** Counsel represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Counsel further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Counsel has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, County, acting by and through its County Attorney, shall have the right to

immediately terminate this Agreement and recover all sums paid to Counsel under this Agreement.

**13. Notices.** Whenever either party desires to give notice to the other, such notice must be sent by email with a hard copy sent by registered or certified United States Mail, postage prepaid, return receipt requested, or by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**FOR BROWARD COUNTY:**

Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: [jacoffey@broward.org](mailto:jacoffey@broward.org)  
[aashton@broward.org](mailto:aashton@broward.org)

**FOR COUNSEL:**

Douglas M. Seaton, Esquire  
D. Seaton and Associates, P.A.  
3318 Bradenham Lane  
Davie, Florida 33328  
Email: [dseaton@dseatona.com](mailto:dseaton@dseatona.com)

**14. Assignment and Performance.** Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Counsel without the prior written consent of the County Attorney. If Counsel violates this provision, the County Attorney shall have the right to immediately terminate this Agreement. Counsel represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Counsel agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

**15. Miscellaneous.**

15.1. Third Party Beneficiaries. Neither of the Parties intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that



there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

15.2. Contingency Fee. Counsel represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Counsel, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County, acting by and through the County Attorney, shall have the right to terminate this Agreement without any further liability to Counsel. Alternatively, if such representation is false, the County Attorney, in his or her sole discretion, may deduct from the compensation due Counsel under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

15.3. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15.4. Compliance with Laws. Counsel shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

15.5. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

15.6. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

15.7. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 15 of this Agreement, the provisions contained in Articles 1 through 15 shall prevail and be given effect.

15.8. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States

District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, COUNSEL AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

15.9. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Broward County Board of County Commissioners and Counsel, or others delegated authority or otherwise authorized to execute same on their behalf.

15.10. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

15.11. Payable Interest.

15.11.1. Payment of Interest. County shall not be liable to pay any interest to Counsel for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Counsel waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for postjudgment interest, if such application would be contrary to applicable law.

15.11.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

15.12. Incorporation by Reference. Attached **Exhibits "A," "B," and "C," and Schedules A-1, A-2, A-3, and A-4** are incorporated into and made a part of this Agreement.

15.13. Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

15.14 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Execution Pages Follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Legal Services on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and COUNSEL, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Joni Armstrong Coffey, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

Insurance requirements  
approved by Broward County  
Risk Management Division

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
Annika E. Ashton  
Assistant County Attorney

**AGREEMENT FOR LEGAL SERVICES BETWEEN BROWARD COUNTY AND D. SEATON AND ASSOCIATES, P.A.**

COUNSEL

D. SEATON AND ASSOCIATES, P.A.

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_ day of \_\_\_\_\_, 20 \_\_\_.

AEA/dnt  
2017 Bond Counsel Agreement  
08/15/17  
#17-141.00  
220424

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. Bond Counsel Services.**

- A. Scope. Counsel's scope of services as bond counsel shall include, but not be limited to, the following duties and responsibilities:
1. Reviewing legal issues and questions in consultation with the Office of the County Attorney and County staff relating to the structure of the bond issue or other debt financing arrangement;
  2. Preparing and reviewing all documents necessary to implement the transaction including, but not limited to, resolutions, supplemental or amended resolutions, ordinances, trust indentures, notices of sale, loan agreements, escrow agreements, credit enhancement commitments and related documentation, tax compliance certificates, swap agreements, and closing documents; and coordinating the authorization and execution of same;
  3. Assisting the issuer in seeking from other government authorities any approvals, permissions, and exemptions necessary or appropriate in connection with the authorization, issuance, sale, and delivery of the bonds or other financing instruments;
  4. Attending meetings of County relating to the issuance of debt, including attendance at TEFRA hearings and other public meetings;
  5. Reviewing or preparing those sections of the offering document to be disseminated in connection with the transaction, financing documents, bond counsel opinion, and tax exemption;
  6. Reviewing bond purchase contracts and providing feedback;
  7. Rendering the bond counsel opinion regarding the validity and binding effect of the bonds, the source of payment and security for the bonds, and the excludability of interest on the bonds from gross income for federal or state income tax purposes, and providing all other required legal opinions;
  8. Providing guidance, and reviewing and preparing documents, for the use of derivative products in connection with the issuance of bonds;

9. Preparing the official transcript for the bond issue and delivering it in both professionally-bound form and high-quality, searchable electronic form within ninety (90) days after consummation of the transaction;
  10. Attending preclosings and closings;
  11. Providing continuing advice regarding any actions necessary to ensure that the interest on the bonds will continue to be tax-exempt;
  12. Providing continuing legal advice on issues relating to the sale and administration of the debt obligations;
  13. Preparing validation pleadings, and attending and representing County at validation hearings;
  14. Keeping County informed of rulings issued by federal and state regulatory agencies that impact the issuance or administration of the bonds;
  15. Reviewing or preparing documentation associated with postclosing activities through maturity or redemption of the bonds;
  16. Assisting in postclosing regulatory investigations, actions, or matters involving transactions in which Counsel served as bond counsel;
  17. Adhering to all deadlines established by County for the review and preparation of documents; and
  18. Performing all other necessary or appropriate legal services to consummate the transaction.
- B. Compensation. Compensation for bond counsel services specified in Section 1.A., above, shall be paid in accordance with attached **Schedules A-1, A-2 A-3, and A-4**, as applicable. Except as provided in Section C immediately below, payment of compensation shall be contingent upon the closing of the transaction.
- C. Conduit Transactions. In all conduit transactions, Counsel will be compensated by the borrower. Counsel shall enter into a separate retainer agreement or fee letter with each borrower, in a manner consistent with this **Exhibit "A"** and the applicable attached **Schedule**. Once executed, a copy of each retainer agreement or fee letter shall be furnished by Counsel to the County Attorney or designee. Counsel shall be entitled to compensation on an hourly basis, as set forth in **Exhibit "B"** hereof, from any prospective borrower which, after using Counsel's

services, decides to pursue an alternate method of financing. However, such hourly compensation shall not exceed the maximum fee specified for the transaction in the applicable attached **Schedule**. Under no circumstances shall County be liable for the payment of Counsel's fees or expenses in connection with any conduit transactions.

## **II. Disclosure Counsel Services.**

- A. Counsel's scope of services as disclosure counsel shall include, but not be limited to, the following duties and responsibilities:
1. Preparing preliminary and final official statements;
  2. Providing a "10b-5" negative assurance opinion with respect to the official statements;
  3. Reviewing applicable law and pertinent documents;
  4. Reviewing or preparing bond purchase contracts;
  5. Reviewing rating agency presentations and investor presentations for consistency with official statements and for compliance reasons;
  6. Reviewing due diligence questions from underwriters and assisting in the preparation of responses thereto;
  7. Participating, as requested, in due diligence and working group meetings and discussions with stakeholders;
  8. Attending meetings related to the transaction, including preclosings and closings;
  9. Consulting with, and responding to questions from, County officials and staff regarding matters relating to continuing disclosure requirements, including the requirements of Securities and Exchange Commission Rule 15c2-12 ("Rule"). Responsibilities with respect to continuing disclosure shall include:
    - i. Assisting with the determination of whether an action, activity, or event constitutes a "material event," as defined in the Rule, and preparing the appropriate disclosure of such material event;



- ii. Assisting County with the review of the annual financial information needed to comply with the Rule and any current continuing disclosure statement;
  - iii. Reviewing County's audited financial statements for purposes of confirming compliance with the Rule and any current continuing disclosure agreements;
  - iv. Assisting County in officially disclosing any material failure to comply with the Rule;
  - v. Keeping County informed of rulings issued by federal and state regulatory agencies that impact County's disclosure practices, and exercising diligence in ensuring that County is in compliance with all disclosure requirements;
  - vi. Assisting County in modifying and updating its comprehensive disclosure policies and strategies in accordance with best practices;
  - vii. Reviewing postissuance best practices relating to tax compliance and providing guidance with respect to Internal Revenue Services (IRS) general inquiries.
- 10. Assisting in postclosing regulatory investigations or matters involving transactions in which Counsel served as disclosure counsel;
  - 11. Adhering to all deadlines established by County for the review and preparation of documents; and
  - 11. Performing all other necessary or appropriate legal services to consummate the transaction.
- B. Compensation for disclosure counsel services specified in Section II.A., above, shall be paid in accordance with the applicable attached **Schedule**. Payment of such compensation shall be contingent upon the closing of the transaction.

### **III. Special Engagement Services.**

- A. As special engagement counsel from time to time, Counsel shall assist County with specialized public finance matters, including, but not limited to, taxation and bankruptcy matters.

- B. The terms and conditions for the performance of such special engagement services, including the scope of such services and the compensation to be paid therefor, shall be mutually agreed to by Counsel and the County Attorney (or designee), and such terms and conditions shall be specified in the Notice of Assignment for each particular matter.

## SCHEDULE A-1

FEE SCALE FOR BOND, NOTE, AND CERTIFICATE OF PARTICIPATION TRANSACTIONS (EXCLUDING CONDUIT TRANSACTIONS SET FORTH IN **SCHEDULES A-2, A-3, AND A-4**)

SIZE OF ISSUE	GENERAL OBLIGATION BONDS OR NOTES (GOBs)		FIXED RATE REVENUE BONDS OR NOTES		VARIABLE RATE REVENUE BONDS OR NOTES		REFUNDING GOBs		REFUNDING REVENUE BONDS OR NOTES		LEASE-PURCHASE BONDS/ CERTIFICATES OF PARTICIPATION	
First \$ 25,000,000	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.75 *	\$43,750	\$1.50 *	\$37,500	\$1.75 *	\$43,750	\$1.75 *	\$43,750
Second \$ 25,000,000	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.50 *	\$37,500
Third \$ 25,000,000	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.25 *	\$31,250
Fourth \$ 25,000,000	\$.50 *	\$12,500	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$1.00 *	\$25,000
Fifth \$ 25,000,000	\$.25 *	\$ 6,250	\$.50 *	\$ 12,500	\$.75 *	\$18,750	\$.50 *	\$ 12,500	\$.75 *	\$18,750	\$.75 *	\$18,750
Sixth \$ 25,000,000	\$.25 *	\$ 6,250	\$.25 *	\$ 6,250	\$.50 *	\$12,500	\$.25 *	\$ 6,250	\$.50 *	\$12,500	\$.50 *	\$12,500
Anything Above \$150,000,000	\$.20 *	\$_____	\$.20 *	\$_____	\$.30 *	\$_____	\$.20 *	\$_____	\$.25 *	\$_____	\$.30 *	\$_____

\*All fees on this schedule are on a per \$1,000 basis.

1. The fees above shall be in addition to actual expenses which will be paid at cost not exceeding \$10,000.
2. The minimum fee for issues of less than \$25 million shall be \$25,000.
3. The fees to be charged for refundings of prior bond issues shall be the same as a new issue of bonds, unless otherwise set forth above.
4. Disclosure counsel fees shall be seventy percent (70%) of the bond counsel fees calculated from the above schedule.

**SCHEDULE A-2**

FEE SCALE FOR INDUSTRIAL DEVELOPMENT REVENUE BOND TRANSACTIONS (EXCLUDING HFA AND HEFA BOND TRANSACTIONS SET FORTH IN **SCHEDULES A-3 AND A-4**)

SIZE OF ISSUE	INDUSTRIAL DEVELOPMENT REVENUE BONDS OR NOTES ("IDRBs")	
Up to \$5 million	Flat Fee	\$40,000
Over \$5 million - \$10 million	Flat Fee	\$50,000
Anything Above \$10 million	\$50,000 Flat Fee + \$1.00 Per \$1,000	\$ _____

1. The fees for new money issuances and refundings shall be the same.
2. The fees above shall be in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
3. The minimum fee amount shall be the amount set forth above, unless adjusted as provided in Section 1.C. of **Exhibit "A"** to the Agreement for Legal Services.
4. The fees for IDRB amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is authorized by the County Attorney or designee. Such fees shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**SCHEDULE A-3**

**FEE SCALE FOR HEALTH FACILITIES AUTHORITY ("HEFA") BOND TRANSACTIONS**

SIZE OF ISSUE	HEFA NEGOTIATED HOSPITAL BONDS OR NOTES		HEFA PRIVATE PLACEMENT HOSPITAL BONDS OR NOTES		SIZE OF ISSUE	HEFA NON-HOSPITAL REVENUE BONDS OR NOTES	
First \$ 10,000,000	\$2.20 Per \$1,000	\$22,000	\$2.20 Per \$1,000	\$22,000	First \$ 2,000,000	Flat Fee	\$27,500
Next \$ 15,000,000	\$2.00 Per \$1,000	\$30,000	\$2.00 Per \$1,000	\$30,000	\$ 2,000,001 - \$ 3,000,000	Flat Fee	\$30,000
Next \$ 15,000,000	\$1.50 Per \$1,000	\$22,500	\$1.50 Per \$1,000	\$22,500	\$ 3,000,001 - \$ 5,000,000	Flat Fee	\$32,500
Next \$ 15,000,000	\$1.35 Per \$1,000	\$20,250	\$1.35 Per \$1,000	\$20,250	\$ 5,000,001 - \$10,000,000	Flat Fee	\$40,000
Next \$ 20,000,000	\$1.20 Per \$1,000	\$24,000	\$1.20 Per \$1,000	\$24,000	Anything Above \$10,000,001	\$40,000 Flat Fee + \$1.25 Per \$1,000	\$ _____
Next \$ 25,000,000	\$1.00 Per \$1,000	\$25,000	\$1.00 Per \$1,000	\$25,000	N/A	N/A	N/A
Anything Above \$100,000,000	\$.75 Per \$1,000	\$ _____	\$.75 Per \$1,000	\$ _____	N/A	N/A	N/A

1. The fees above shall be in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
2. The minimum fee shall be as set forth above, unless adjusted as provided in Section I.C. of **Exhibit "A,"** to the Agreement for Legal Services.
3. The fees for new money issuance and refundings shall be same.
4. Amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is approved by the County Attorney or designee. Such fees shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**SCHEDULE A-4**  
**FEE SCHEDULE FOR HOUSING FINANCE AUTHORITY ("HFA") BOND TRANSACTIONS**

SIZE OF ISSUE	HFA MULTI-FAMILY NEGOTIATED BONDS/NOTES		HFA SINGLE-FAMILY BONDS/NOTES		SIZE OF ISSUE	HFA MULTI-FAMILY PRIVATELY-PLACED BONDS/NOTES	
	Minimum	\$35,000	\$3.00 Per \$1,000	\$30,000		First \$3,000,000	Flat Fee
First \$10,000,000	\$2.00 Per \$1,000	\$20,000	\$2.00 Per \$1,000	\$20,000	\$ 3,000,001 - \$ 6,000,000	Flat Fee	\$40,000
Second \$10,000,000	\$1.50 Per \$1,000	\$15,000	\$1.50 Per \$1,000	\$15,000	\$ 6,000,001 - \$10,000,000	Flat Fee	\$50,000
Third \$10,000,000	\$1.25 Per \$1,000	\$12,500	\$1.25 Per \$1,000	\$12,500	Anything Above \$10,000,001	50,000 Flat Fee + \$1.25 Per \$1,000	\$_____
Fourth \$10,000,000	\$ 1.00 Per \$1,000	\$_____	\$ 1.00 Per \$1,000	\$_____	N/A	N/A	N/A
Anything Above \$50,000,000							

1. The minimum fee shall be \$35,000 for new issues.
2. The fees above are in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
3. Amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is approved by the County Attorney or designee. Such fee shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**EXHIBIT "B"**

**HOURLY COMPENSATION**

1. For special engagement services rendered and compensated on an hourly basis, Counsel's fee shall be based on the following hourly rates:

<b>Partners</b>	Actual Rate, not-to-exceed \$450 per hour
<b>Associates</b>	Actual Rate, not-to-exceed \$300 per hour
<b>Paralegals</b>	Actual Rate, not-to-exceed \$75 per hour

Where appropriate, a "not to exceed" or flat-fee sum shall be mutually agreed to for special engagement assignments.

## **EXHIBIT "C"**

### **REIMBURSABLE EXPENSES**

1. In addition to payment of the professional fees set forth in the attached **Schedules** and **Exhibit "B,"** County shall reimburse Counsel for out-of-pocket expenses reasonably incurred in the course of rendering such legal services, including costs of long distance calls, printing, costs of reproduction, and necessary travel expenses incurred in accordance with the requirements of Chapter 112, Florida Statutes. Counsel shall not charge for travel of attorneys between its offices so that it can provide the best available and most appropriate lawyer in any of its office locations for the issues involved.
2. Counsel shall submit invoices for expenses within sixty (60) days after the consummation of the transaction in which legal services were rendered. Each invoice shall include a signed statement identifying, in reasonable detail, all costs, expenses, vouchers, invoices, receipts, and other documentary evidence for expenditures for which reimbursement is sought as set forth below.
3. **REQUIREMENTS.**

The following requirements apply to the reimbursement of legal expenses:

- A. Counsel's federal employee identification number must be on all invoices submitted.
- B. No service, interest, or other charge of a like nature is to be imposed with regard to any item, invoice, or request. Counsel must be registered vendors with Broward County. Vendor registration is available on-line through County's Internet site, <http://www.broward.or/purchasing/vendorregistration.htm>. County's Sales Tax Exempt Number is 85-80139241140C-7. County's Federal Tax Exemption number is 59-6000531.
- C. Services rendered must be specifically and concisely identified.
- D. Names of persons performing services, hourly rates, and dates must be listed.
- E. Reimbursable expenses must be verified by attached receipts or copies thereof. (Receipts are required for all costs over \$5.00).
- F. Claims for mileage and meals cannot exceed the statutory allowance in Section 112.061, Florida Statutes. Meals and mileage cannot be charged unless Counsel has traveled outside the tri-county area consisting of Miami-Dade, Broward, and Palm Beach counties.



**EXHIBIT "C"**  
**-CONTINUED-**

- G. Claims for lodging at single rate occupancy (actual cost) must be substantiated by a paid bill or charge.
- H. Car rentals required for necessary travel should include compact or standard-size vehicles only.
- I. Common carrier travel shall be reimbursable at tourist or coach class fares only.
- J. Fax costs shall not be reimbursed.
- K. Legal Research costs (LexisNexis, Westlaw, etc.) shall not be reimbursed.

## **AGREEMENT FOR LEGAL SERVICES**

This Agreement for Legal Services ("Agreement"), by and between BROWARD COUNTY, a political subdivision of the state of Florida ("County"), and SQUIRE PATTON BOGGS (US) LLP ("Counsel") (collectively, the "Parties"), is effective on the date it is executed by the second of the two Parties ("Effective Date").

WHEREAS, County desires to retain Counsel to provide legal services to and for County, its agencies and authorities, including the Housing Finance Authority and Health Facilities Authority (collectively, "County"), in connection with the issuance and sale of bonds and notes, as well as the handling of other specialized financing instruments and transactions,

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1. Scope of Services.**

1.1. Consistent with the terms and conditions herein, Counsel shall provide legal services in connection with bond or other debt financing transactions of County, including performing all services identified in this Agreement and in **Exhibit "A,"** attached hereto and made a part hereof. Counsel, from time to time and upon such terms and conditions as may be approved by the County Attorney or designee, may also be requested to perform legal services in connection with other specialized finance matters involving the County, including, but not limited to, tax and bankruptcy matters.

1.2. The services described in Section 1.1 above shall be provided with respect to those matters assigned to Counsel by the Office of the County Attorney. Such assignment shall be evidenced by written notice, acknowledgment, or letter to Counsel from the County Attorney or designee ("Notice of Assignment"). The Office of the County Attorney, in its sole and absolute discretion, shall assign bond issues and other financing matters to the various law firms competitively selected as special counsel based on the best interest of County. Notwithstanding anything to the contrary in this Agreement, the Office of the County Attorney, in its sole and absolute discretion, may, at any time during the term of this Agreement, make necessary or appropriate changes to the methods and procedures for assignment of services.

1.3. Upon request, Counsel shall provide the Office of the County Attorney with a status report containing all information pertinent to an assigned matter. Such report shall be provided no later than three (3) business days after Counsel's receipt of such request, or within such other time frame as established by the County Attorney or designee.

### **2. Compensation and Method of Payment.**

2.1. Compensation for services shall be paid to Counsel in accordance with **Exhibits "A" and "B,"** attached hereto and made a part hereof, and the Notice of Assignment

for the applicable transaction. Requirements for reimbursement of expenses are set forth in **Exhibit "C,"** attached hereto and made a part hereof. Expenses other than automobile expenses must be documented by copies of paid receipts or other evidence of payment.

2.2. Payment of compensation to Counsel is contingent upon the consummation of the applicable financing transaction, unless otherwise set forth in **Exhibit "A"** or in the applicable Notice of Assignment. Counsel shall submit invoices for compensation and reimbursement of expenses no later than sixty (60) days after the consummation of the applicable financing transaction.

2.3. Invoices for hourly or flat-fee assignments pursuant to **Exhibit "B"** may be submitted only after the services or expenses upon which such invoices are based have been completed or incurred. Such invoices must be received no later than sixty (60) days after the assignment is completed.

2.4. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to the instructions prescribed by the County Attorney or designee. Payment may be withheld for failure of Counsel to comply with a term, condition, or requirement of this Agreement.

2.5. Payment shall be made to Counsel at:

Luis Reiter, Esquire  
Squire Patton Boggs (US) LLP  
200 South Biscayne Boulevard, Suite 4700  
Miami, FL 33131

### **3. Term and Time of Performance.**

3.1. This Agreement shall begin on the Effective Date and shall end on the third anniversary of such date ("Term"), provided, however, that if the term of this Agreement extends beyond a single fiscal year of County, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from County in accordance with Chapter 129, Florida Statutes. At the sole option of the County Attorney upon at least sixty (60) days' advance written notice to Counsel, the Term of this Agreement may be extended, for up to two (2) additional one (1) year periods, upon the same terms and conditions.

3.2. Time is of the essence for the performance of all duties, obligations, and responsibilities under this Agreement.

**4. Termination.**

4.1. This Agreement may be terminated for cause by the aggrieved party, with County acting by and through the County Attorney, if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach, or may be terminated for convenience by the County Attorney, upon not less than thirty (30) days' advance written notice to Counsel. This Agreement may also be terminated by the County Attorney upon such notice as the County Attorney deems appropriate in the event that termination is necessary to protect the public health, safety, or welfare. An erroneous termination for cause shall be considered a termination for convenience.

4.2. In the event that this Agreement is terminated for convenience, Counsel shall be paid for any services performed to the date the Agreement is terminated. Upon being notified of the County Attorney's election to terminate, Counsel shall refrain from performing further services or incurring additional expenses under this Agreement, unless otherwise instructed by the County Attorney. Counsel acknowledges and agrees that Ten Dollars (\$10.00) of compensation to be paid by County, the adequacy of which is hereby acknowledged by Counsel, is given as specific consideration to Counsel for County's right to terminate this Agreement for convenience. Upon such termination for convenience, Counsel shall cooperate with the County Attorney or designee in facilitating the orderly and professional transfer of its responsibilities and files under this Agreement.

**5. Audit and Public Records.**

5.1. Audit. County, acting by and through its County Auditor, shall have the right to audit the books and records of Counsel pertinent to the funding under this Agreement. Counsel shall preserve and make available, at reasonable times for examination and audit by the County Auditor, all financial records, supporting documents, and other documents pertinent to this Agreement for a period of three (3) years after expiration or termination of this Agreement, or, if any audit has been initiated and audit findings have not been resolved at the end of the three years, such books and records shall be retained until resolution of the audit findings.

5.2. Public Records. Counsel shall comply with all applicable requirements of the Florida Public Records Act with respect to Counsel's records relating to, arising from, or in connection with this Agreement.

**6. Conflict of Interest.**

6.1. Counsel shall strictly comply with the terms and conditions of the Conflicts of Interest Policy for Outside Legal Counsel ("Conflict of Interest Policy") set forth in Section 18.88 of the Broward County Administrative Code, as may be amended from time to time.

6.2. Counsel certifies that it does not know of any facts concerning this Agreement and the services to be performed hereunder which constitute a violation of the Conflict of Interest Policy. Counsel acknowledges that the Conflict of Interest Policy is more restrictive than the professional code of ethics governing attorney conduct. Counsel acknowledges that the County Attorney, in his or her sole discretion, shall have final authority to determine the existence of a conflict of interest and any and all necessary corrective actions, including termination of this Agreement.

6.3. It is important that Counsel be independent and impartial in order to properly render services to County. Accordingly, Counsel shall not act as counsel in any lawsuit or other adversarial proceeding in which County is named as a party or in which Counsel takes or may take a position adverse to County.

6.4. Neither Counsel nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship substantially antagonistic to or incompatible with Counsel's loyal and conscientious exercise of judgment related to its performance under this Agreement.

6.5. Counsel agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such person give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, that is adverse or prejudicial to the interests of County, in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section 6.5 shall not preclude such person from representing himself or herself in any action or in any administrative or legal proceeding.

6.6. If, at any time, Counsel's firm desires to represent a client in matters having to do with the Broward County government, Counsel must contact the County Attorney before undertaking such representation so that it can be determined whether a conflict of interest exists. All actual, potential, or apparent conflicts of interest must be disclosed to the County Attorney or designee as soon as they are known.

**7. Indemnification.** Counsel shall at all times indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend the County, its officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim") raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or part, by any acts or omissions of Counsel, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement. In the event that any Claim is brought against an Indemnified Party, Counsel, upon written notice from the County Attorney or designee, shall defend each

Indemnified Party against each such Claim by counsel satisfactory to the County Attorney or, at the County Attorney's option, pay for an attorney selected by the County Attorney to defend the County. To the extent considered necessary by the County Attorney, any sums due Counsel under this Agreement may be retained by County until all claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The obligations of this section shall survive the expiration or termination of this Agreement.

## **8. Insurance.**

8.1. In order to insure the indemnification obligation contained above, Counsel agrees to maintain Professional Liability coverage with the limits of liability provided by such policy to be no less than Five Million Dollars (\$5,000,000.00) for each claim with a maximum deductible of One Hundred Thousand Dollars (\$100,000.00) unless otherwise approved in advance by the County's Risk Management Division ("RMD"). Counsel shall maintain the coverage continuously in force for a minimum of two (2) years following the expiration or termination of this Agreement and shall annually provide RMD with evidence of continuous coverage. Such insurance coverage shall be on a coverage form acceptable to RMD, issued by companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII."

8.2. Counsel agrees to maintain a Business Automobile Liability Insurance Policy with the limits of liability provided by such policy to be no less than One Million Dollars (\$1,000,000.00) for each claim. The Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, nonowned, and hired automobiles used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

8.3. Within thirty (30) calendar days after the Effective Date, Counsel shall furnish the RMD Director or designee with appropriate proof of the insurance coverage required by this section. Proof may be Certificates of Insurance, all endorsements, or the entire policy at the discretion of RMD.

8.4. The requirements of this section may only be waived or revised in writing by the Director of RMD.

**9. Ownership of Documents.** Any and all reports and other data and documents provided or created in connection with this Agreement are and shall remain the property of the County. Upon expiration or termination of this Agreement, any reports and other data and documents prepared by Counsel, whether finished or unfinished, shall become the property of County and shall be delivered by Counsel to the County Attorney or designee within seven (7) days after expiration or termination of this Agreement. Any compensation due to Counsel may be withheld until all documents are received as provided herein.

**10. Independent Contractor.** Counsel is an independent contractor under this Agreement. In providing services under this Agreement, neither Counsel nor its agents shall act as officers, employees, or agents of County. Counsel shall not have the right to bind County to any obligations not expressly undertaken by County under this Agreement.

**11. Nondiscrimination.**

11.1. Counsel shall not unlawfully discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

11.2 Counsel shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Counsel shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Counsel shall take affirmative steps to ensure nondiscrimination in employment against persons with disabilities.

11.3 By execution of this Agreement, Counsel represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from Counsel all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

**12. Public Entity Crimes Act.** Counsel represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Counsel further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Counsel has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, County, acting by and through its County Attorney, shall have the right to

immediately terminate this Agreement and recover all sums paid to Counsel under this Agreement.

**13. Notices.** Whenever either party desires to give notice to the other, such notice must be sent by email with a hard copy sent by registered or certified United States Mail, postage prepaid, return receipt requested, or by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**FOR BROWARD COUNTY:**

Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: [jacoffey@broward.org](mailto:jacoffey@broward.org)  
[aashton@broward.org](mailto:aashton@broward.org)

**FOR COUNSEL:**

Luis Reiter, Esquire  
Squire Patton Boggs (US) LLP  
200 South Biscayne Boulevard, Suite 4700  
Miami, Florida 33131  
Email: [Luis.reiter@squirepb.com](mailto:Luis.reiter@squirepb.com)

**14. Assignment and Performance.** Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Counsel without the prior written consent of the County Attorney. If Counsel violates this provision, the County Attorney shall have the right to immediately terminate this Agreement. Counsel represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Counsel agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

**15. Miscellaneous.**

15.1. Third Party Beneficiaries. Neither of the Parties intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that



there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

15.2. Contingency Fee. Counsel represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Counsel, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County, acting by and through the County Attorney, shall have the right to terminate this Agreement without any further liability to Counsel. Alternatively, if such representation is false, the County Attorney, in his or her sole discretion, may deduct from the compensation due Counsel under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

15.3. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15.4. Compliance with Laws. Counsel shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

15.5. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

15.6. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

15.7. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 15 of this Agreement, the provisions contained in Articles 1 through 15 shall prevail and be given effect.

15.8. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States

District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, COUNSEL AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

15.9. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Broward County Board of County Commissioners and Counsel, or others delegated authority or otherwise authorized to execute same on their behalf.

15.10. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

15.11. Payable Interest.

15.11.1. Payment of Interest. County shall not be liable to pay any interest to Counsel for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Counsel waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for postjudgment interest, if such application would be contrary to applicable law.

15.11.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

15.12. Incorporation by Reference. Attached **Exhibits "A," "B," and "C,"** and **Schedules A-1, A-2, A-3, and A-4** are incorporated into and made a part of this Agreement.

15.13. Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

15.14 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Execution Pages Follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Legal Services on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and COUNSEL, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Joni Armstrong Coffey, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

Insurance requirements  
approved by Broward County  
Risk Management Division

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
Annika E. Ashton  
Assistant County Attorney

**AGREEMENT FOR LEGAL SERVICES BETWEEN BROWARD COUNTY AND  
SQUIRE PATTON BOGGS (US) LLP**

COUNSEL

SQUIRE PATTON BOGGS (US) LLP

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_ day of \_\_\_\_\_, 20 \_\_\_.

AEA/dnt  
2017 Bond Counsel Agreement  
08/15/17  
#17-141.00  
220449

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. Bond Counsel Services.**

- A. Scope. Counsel's scope of services as bond counsel shall include, but not be limited to, the following duties and responsibilities:
1. Reviewing legal issues and questions in consultation with the Office of the County Attorney and County staff relating to the structure of the bond issue or other debt financing arrangement;
  2. Preparing and reviewing all documents necessary to implement the transaction including, but not limited to, resolutions, supplemental or amended resolutions, ordinances, trust indentures, notices of sale, loan agreements, escrow agreements, credit enhancement commitments and related documentation, tax compliance certificates, swap agreements, and closing documents; and coordinating the authorization and execution of same;
  3. Assisting the issuer in seeking from other government authorities any approvals, permissions, and exemptions necessary or appropriate in connection with the authorization, issuance, sale, and delivery of the bonds or other financing instruments;
  4. Attending meetings of County relating to the issuance of debt, including attendance at TEFRA hearings and other public meetings;
  5. Reviewing or preparing those sections of the offering document to be disseminated in connection with the transaction, financing documents, bond counsel opinion, and tax exemption;
  6. Reviewing bond purchase contracts and providing feedback;
  7. Rendering the bond counsel opinion regarding the validity and binding effect of the bonds, the source of payment and security for the bonds, and the excludability of interest on the bonds from gross income for federal or state income tax purposes, and providing all other required legal opinions;
  8. Providing guidance, and reviewing and preparing documents, for the use of derivative products in connection with the issuance of bonds;

9. Preparing the official transcript for the bond issue and delivering it in both professionally-bound form and high-quality, searchable electronic form within ninety (90) days after consummation of the transaction;
  10. Attending preclosings and closings;
  11. Providing continuing advice regarding any actions necessary to ensure that the interest on the bonds will continue to be tax-exempt;
  12. Providing continuing legal advice on issues relating to the sale and administration of the debt obligations;
  13. Preparing validation pleadings, and attending and representing County at validation hearings;
  14. Keeping County informed of rulings issued by federal and state regulatory agencies that impact the issuance or administration of the bonds;
  15. Reviewing or preparing documentation associated with postclosing activities through maturity or redemption of the bonds;
  16. Assisting in postclosing regulatory investigations, actions, or matters involving transactions in which Counsel served as bond counsel;
  17. Adhering to all deadlines established by County for the review and preparation of documents; and
  18. Performing all other necessary or appropriate legal services to consummate the transaction.
- B. Compensation. Compensation for bond counsel services specified in Section 1.A., above, shall be paid in accordance with attached **Schedules A-1, A-2 A-3, and A-4**, as applicable. Except as provided in Section C immediately below, payment of compensation shall be contingent upon the closing of the transaction.
- C. Conduit Transactions. In all conduit transactions, Counsel will be compensated by the borrower. Counsel shall enter into a separate retainer agreement or fee letter with each borrower, in a manner consistent with this **Exhibit "A"** and the applicable attached **Schedule**. Once executed, a copy of each retainer agreement or fee letter shall be furnished by Counsel to the County Attorney or designee. Counsel shall be entitled to compensation on an hourly basis, as set forth in **Exhibit "B"** hereof, from any prospective borrower which, after using Counsel's

services, decides to pursue an alternate method of financing. However, such hourly compensation shall not exceed the maximum fee specified for the transaction in the applicable attached **Schedule**. Under no circumstances shall County be liable for the payment of Counsel's fees or expenses in connection with any conduit transactions.

## **II. Disclosure Counsel Services.**

- A. Counsel's scope of services as disclosure counsel shall include, but not be limited to, the following duties and responsibilities:
1. Preparing preliminary and final official statements;
  2. Providing a "10b-5" negative assurance opinion with respect to the official statements;
  3. Reviewing applicable law and pertinent documents;
  4. Reviewing or preparing bond purchase contracts;
  5. Reviewing rating agency presentations and investor presentations for consistency with official statements and for compliance reasons;
  6. Reviewing due diligence questions from underwriters and assisting in the preparation of responses thereto;
  7. Participating, as requested, in due diligence and working group meetings and discussions with stakeholders;
  8. Attending meetings related to the transaction, including preclosings and closings;
  9. Consulting with, and responding to questions from, County officials and staff regarding matters relating to continuing disclosure requirements, including the requirements of Securities and Exchange Commission Rule 15c2-12 ("Rule"). Responsibilities with respect to continuing disclosure shall include:
    - i. Assisting with the determination of whether an action, activity, or event constitutes a "material event," as defined in the Rule, and preparing the appropriate disclosure of such material event;



- ii. Assisting County with the review of the annual financial information needed to comply with the Rule and any current continuing disclosure statement;
  - iii. Reviewing County's audited financial statements for purposes of confirming compliance with the Rule and any current continuing disclosure agreements;
  - iv. Assisting County in officially disclosing any material failure to comply with the Rule;
  - v. Keeping County informed of rulings issued by federal and state regulatory agencies that impact County's disclosure practices, and exercising diligence in ensuring that County is in compliance with all disclosure requirements;
  - vi. Assisting County in modifying and updating its comprehensive disclosure policies and strategies in accordance with best practices;
  - vii. Reviewing postissuance best practices relating to tax compliance and providing guidance with respect to Internal Revenue Services (IRS) general inquiries.
- 10. Assisting in postclosing regulatory investigations or matters involving transactions in which Counsel served as disclosure counsel;
  - 11. Adhering to all deadlines established by County for the review and preparation of documents; and
  - 11. Performing all other necessary or appropriate legal services to consummate the transaction.
- B. Compensation for disclosure counsel services specified in Section II.A., above, shall be paid in accordance with the applicable attached **Schedule**. Payment of such compensation shall be contingent upon the closing of the transaction.

### **III. Special Engagement Services.**

- A. As special engagement counsel from time to time, Counsel shall assist County with specialized public finance matters, including, but not limited to, taxation and bankruptcy matters.

- B. The terms and conditions for the performance of such special engagement services, including the scope of such services and the compensation to be paid therefor, shall be mutually agreed to by Counsel and the County Attorney (or designee), and such terms and conditions shall be specified in the Notice of Assignment for each particular matter.

## SCHEDULE A-1

FEE SCALE FOR BOND, NOTE, AND CERTIFICATE OF PARTICIPATION TRANSACTIONS (EXCLUDING CONDUIT TRANSACTIONS SET FORTH IN **SCHEDULES A-2, A-3, AND A-4**)

SIZE OF ISSUE	GENERAL OBLIGATION BONDS OR NOTES (GOBs)		FIXED RATE REVENUE BONDS OR NOTES		VARIABLE RATE REVENUE BONDS OR NOTES		REFUNDING GOBs		REFUNDING REVENUE BONDS OR NOTES		LEASE-PURCHASE BONDS/ CERTIFICATES OF PARTICIPATION	
First \$ 25,000,000	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.75 *	\$43,750	\$1.50 *	\$37,500	\$1.75 *	\$43,750	\$1.75 *	\$43,750
Second \$ 25,000,000	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.50 *	\$37,500
Third \$ 25,000,000	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.25 *	\$31,250
Fourth \$ 25,000,000	\$.50 *	\$12,500	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$1.00 *	\$25,000
Fifth \$ 25,000,000	\$.25 *	\$ 6,250	\$.50 *	\$ 12,500	\$.75 *	\$18,750	\$.50 *	\$ 12,500	\$.75 *	\$18,750	\$.75 *	\$18,750
Sixth \$ 25,000,000	\$.25 *	\$ 6,250	\$.25 *	\$ 6,250	\$.50 *	\$12,500	\$.25 *	\$ 6,250	\$.50 *	\$12,500	\$.50 *	\$12,500
Anything Above \$150,000,000	\$.20 *	\$_____	\$.20 *	\$_____	\$.30 *	\$_____	\$.20 *	\$_____	\$.25 *	\$_____	\$.30 *	\$_____

\*All fees on this schedule are on a per \$1,000 basis.

1. The fees above shall be in addition to actual expenses which will be paid at cost not exceeding \$10,000.
2. The minimum fee for issues of less than \$25 million shall be \$25,000.
3. The fees to be charged for refundings of prior bond issues shall be the same as a new issue of bonds, unless otherwise set forth above.
4. Disclosure counsel fees shall be seventy percent (70%) of the bond counsel fees calculated from the above schedule.

**SCHEDULE A-2**

FEE SCALE FOR INDUSTRIAL DEVELOPMENT REVENUE BOND TRANSACTIONS (EXCLUDING HFA AND HEFA BOND TRANSACTIONS SET FORTH IN **SCHEDULES A-3 AND A-4**)

SIZE OF ISSUE	INDUSTRIAL DEVELOPMENT REVENUE BONDS OR NOTES ("IDRBs")	
Up to \$5 million	Flat Fee	\$40,000
Over \$5 million - \$10 million	Flat Fee	\$50,000
Anything Above \$10 million	\$50,000 Flat Fee + \$1.00 Per \$1,000	\$ _____

1. The fees for new money issuances and refundings shall be the same.
2. The fees above shall be in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
3. The minimum fee amount shall be the amount set forth above, unless adjusted as provided in Section 1.C. of **Exhibit "A"** to the Agreement for Legal Services.
4. The fees for IDRB amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is authorized by the County Attorney or designee. Such fees shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**SCHEDULE A-3**

FEE SCALE FOR HEALTH FACILITIES AUTHORITY ("HEFA") BOND TRANSACTIONS

SIZE OF ISSUE	HEFA NEGOTIATED HOSPITAL BONDS OR NOTES		HEFA PRIVATE PLACEMENT HOSPITAL BONDS OR NOTES		SIZE OF ISSUE	HEFA NON-HOSPITAL REVENUE BONDS OR NOTES	
First \$ 10,000,000	\$2.20 Per \$1,000	\$22,000	\$2.20 Per \$1,000	\$22,000	First \$ 2,000,000	Flat Fee	\$27,500
Next \$ 15,000,000	\$2.00 Per \$1,000	\$30,000	\$2.00 Per \$1,000	\$30,000	\$ 2,000,001 - \$ 3,000,000	Flat Fee	\$30,000
Next \$ 15,000,000	\$1.50 Per \$1,000	\$22,500	\$1.50 Per \$1,000	\$22,500	\$ 3,000,001 - \$ 5,000,000	Flat Fee	\$32,500
Next \$ 15,000,000	\$1.35 Per \$1,000	\$20,250	\$1.35 Per \$1,000	\$20,250	\$ 5,000,001 - \$10,000,000	Flat Fee	\$40,000
Next \$ 20,000,000	\$1.20 Per \$1,000	\$24,000	\$1.20 Per \$1,000	\$24,000	Anything Above \$10,000,001	\$40,000 Flat Fee + \$1.25 Per \$1,000	\$ _____
Next \$ 25,000,000	\$1.00 Per \$1,000	\$25,000	\$1.00 Per \$1,000	\$25,000	N/A	N/A	N/A
Anything Above \$100,000,000	\$.75 Per \$1,000	\$ _____	\$.75 Per \$1,000	\$ _____	N/A	N/A	N/A

1. The fees above shall be in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
2. The minimum fee shall be as set forth above, unless adjusted as provided in Section I.C. of **Exhibit "A,"** to the Agreement for Legal Services.
3. The fees for new money issuance and refundings shall be same.
4. Amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is approved by the County Attorney or designee. Such fees shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**SCHEDULE A-4**  
**FEE SCHEDULE FOR HOUSING FINANCE AUTHORITY ("HFA") BOND TRANSACTIONS**

SIZE OF ISSUE	HFA MULTI-FAMILY NEGOTIATED BONDS/NOTES		HFA SINGLE-FAMILY BONDS/NOTES		SIZE OF ISSUE	HFA MULTI-FAMILY PRIVATELY-PLACED BONDS/NOTES	
	Minimum	\$35,000	\$3.00 Per \$1,000	\$30,000		First \$3,000,000	Flat Fee
First \$10,000,000	\$2.00 Per \$1,000	\$20,000	\$2.00 Per \$1,000	\$20,000	\$ 3,000,001 - \$ 6,000,000	Flat Fee	\$40,000
Second \$10,000,000	\$1.50 Per \$1,000	\$15,000	\$1.50 Per \$1,000	\$15,000	\$ 6,000,001 - \$10,000,000	Flat Fee	\$50,000
Third \$10,000,000	\$1.25 Per \$1,000	\$12,500	\$1.25 Per \$1,000	\$12,500	Anything Above \$10,000,001	50,000 Flat Fee + \$1.25 Per \$1,000	\$_____
Fourth \$10,000,000	\$ 1.00 Per \$1,000	\$_____	\$ 1.00 Per \$1,000	\$_____	N/A	N/A	N/A
Anything Above \$50,000,000							

1. The minimum fee shall be \$35,000 for new issues.
2. The fees above are in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
3. Amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is approved by the County Attorney or designee. Such fee shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**EXHIBIT "B"**

**HOURLY COMPENSATION**

1. For special engagement services rendered and compensated on an hourly basis, Counsel's fee shall be based on the following hourly rates:

<b>Partners</b>	Actual Rate, not-to-exceed \$450 per hour
<b>Associates</b>	Actual Rate, not-to-exceed \$300 per hour
<b>Paralegals</b>	Actual Rate, not-to-exceed \$75 per hour

Where appropriate, a "not to exceed" or flat-fee sum shall be mutually agreed to for special engagement assignments.

## **EXHIBIT "C"**

### **REIMBURSABLE EXPENSES**

1. In addition to payment of the professional fees set forth in the attached **Schedules** and **Exhibit "B,"** County shall reimburse Counsel for out-of-pocket expenses reasonably incurred in the course of rendering such legal services, including costs of long distance calls, printing, costs of reproduction, and necessary travel expenses incurred in accordance with the requirements of Chapter 112, Florida Statutes. Counsel shall not charge for travel of attorneys between its offices so that it can provide the best available and most appropriate lawyer in any of its office locations for the issues involved.
2. Counsel shall submit invoices for expenses within sixty (60) days after the consummation of the transaction in which legal services were rendered. Each invoice shall include a signed statement identifying, in reasonable detail, all costs, expenses, vouchers, invoices, receipts, and other documentary evidence for expenditures for which reimbursement is sought as set forth below.
3. **REQUIREMENTS.**

The following requirements apply to the reimbursement of legal expenses:

- A. Counsel's federal employee identification number must be on all invoices submitted.
- B. No service, interest, or other charge of a like nature is to be imposed with regard to any item, invoice, or request. Counsel must be registered vendors with Broward County. Vendor registration is available on-line through County's Internet site, <http://www.broward.or/purchasing/vendorregistration.htm>. County's Sales Tax Exempt Number is 85-80139241140C-7. County's Federal Tax Exemption number is 59-6000531.
- C. Services rendered must be specifically and concisely identified.
- D. Names of persons performing services, hourly rates, and dates must be listed.
- E. Reimbursable expenses must be verified by attached receipts or copies thereof. (Receipts are required for all costs over \$5.00).
- F. Claims for mileage and meals cannot exceed the statutory allowance in Section 112.061, Florida Statutes. Meals and mileage cannot be charged unless Counsel has traveled outside the tri-county area consisting of Miami-Dade, Broward, and Palm Beach counties.



**EXHIBIT "C"**  
**-CONTINUED-**

- G. Claims for lodging at single rate occupancy (actual cost) must be substantiated by a paid bill or charge.
- H. Car rentals required for necessary travel should include compact or standard-size vehicles only.
- I. Common carrier travel shall be reimbursable at tourist or coach class fares only.
- J. Fax costs shall not be reimbursed.
- K. Legal Research costs (LexisNexis, Westlaw, etc.) shall not be reimbursed.

## **AGREEMENT FOR LEGAL SERVICES**

This Agreement for Legal Services ("Agreement"), by and between BROWARD COUNTY, a political subdivision of the state of Florida ("County"), and GREENBERG TRAUIG, P.A. ("Counsel") (collectively, the "Parties"), is effective on the date it is executed by the second of the two Parties ("Effective Date").

WHEREAS, County desires to retain Counsel to provide legal services to and for County, its agencies and authorities, including the Housing Finance Authority and Health Facilities Authority (collectively, "County"), in connection with the issuance and sale of bonds and notes, as well as the handling of other specialized financing instruments and transactions,

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1. Scope of Services.**

1.1. Consistent with the terms and conditions herein, Counsel shall provide legal services in connection with bond or other debt financing transactions of County, including performing all services identified in this Agreement and in **Exhibit "A,"** attached hereto and made a part hereof. Counsel, from time to time and upon such terms and conditions as may be approved by the County Attorney or designee, may also be requested to perform legal services in connection with other specialized finance matters involving the County, including, but not limited to, tax and bankruptcy matters.

1.2. The services described in Section 1.1 above shall be provided with respect to those matters assigned to Counsel by the Office of the County Attorney. Such assignment shall be evidenced by written notice, acknowledgment, or letter to Counsel from the County Attorney or designee ("Notice of Assignment"). The Office of the County Attorney, in its sole and absolute discretion, shall assign bond issues and other financing matters to the various law firms competitively selected as special counsel based on the best interest of County. Notwithstanding anything to the contrary in this Agreement, the Office of the County Attorney, in its sole and absolute discretion, may, at any time during the term of this Agreement, make necessary or appropriate changes to the methods and procedures for assignment of services.

1.3. Upon request, Counsel shall provide the Office of the County Attorney with a status report containing all information pertinent to an assigned matter. Such report shall be provided no later than three (3) business days after Counsel's receipt of such request, or within such other time frame as established by the County Attorney or designee.

### **2. Compensation and Method of Payment.**

2.1. Compensation for services shall be paid to Counsel in accordance with **Exhibits "A" and "B,"** attached hereto and made a part hereof, and the Notice of Assignment

for the applicable transaction. Requirements for reimbursement of expenses are set forth in **Exhibit "C,"** attached hereto and made a part hereof. Expenses other than automobile expenses must be documented by copies of paid receipts or other evidence of payment.

2.2. Payment of compensation to Counsel is contingent upon the consummation of the applicable financing transaction, unless otherwise set forth in **Exhibit "A"** or in the applicable Notice of Assignment. Counsel shall submit invoices for compensation and reimbursement of expenses no later than sixty (60) days after the consummation of the applicable financing transaction.

2.3. Invoices for hourly or flat-fee assignments pursuant to **Exhibit "B"** may be submitted only after the services or expenses upon which such invoices are based have been completed or incurred. Such invoices must be received no later than sixty (60) days after the assignment is completed.

2.4. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to the instructions prescribed by the County Attorney or designee. Payment may be withheld for failure of Counsel to comply with a term, condition, or requirement of this Agreement.

2.5. Payment shall be made to Counsel at:

Albert A. del Castillo, Esquire  
Greenberg Traurig, P.A.  
333 S.E. 2nd Avenue, Suite 4400  
Miami, FL 33131

### **3. Term and Time of Performance.**

3.1. This Agreement shall begin on the Effective Date and shall end on the third anniversary of such date ("Term"), provided, however, that if the term of this Agreement extends beyond a single fiscal year of County, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from County in accordance with Chapter 129, Florida Statutes. At the sole option of the County Attorney upon at least sixty (60) days' advance written notice to Counsel, the Term of this Agreement may be extended, for up to two (2) additional one (1) year periods, upon the same terms and conditions. Notwithstanding the foregoing, the Term shall not begin and this Agreement shall not be effective unless the Broward County Board of County Commissioners amends Section 18.88 of the Broward County Administrative Code to permit Counsel, in limited circumstances, to undertake private representation of party before County boards or agencies where the County Attorney, in his or her sole discretion, determines that no material conflict of interest to the County will result, and Counsel provides the County written acknowledgment of and certification of compliance with Section 18.88, as amended.

3.2. Time is of the essence for the performance of all duties, obligations, and responsibilities under this Agreement.

**4. Termination.**

4.1. This Agreement may be terminated for cause by the aggrieved party, with County acting by and through the County Attorney, if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach, or may be terminated for convenience by the County Attorney, upon not less than thirty (30) days' advance written notice to Counsel. This Agreement may also be terminated by the County Attorney upon such notice as the County Attorney deems appropriate in the event that termination is necessary to protect the public health, safety, or welfare. An erroneous termination for cause shall be considered a termination for convenience.

4.2. In the event that this Agreement is terminated for convenience, Counsel shall be paid for any services performed to the date the Agreement is terminated. Upon being notified of the County Attorney's election to terminate, Counsel shall refrain from performing further services or incurring additional expenses under this Agreement, unless otherwise instructed by the County Attorney. Counsel acknowledges and agrees that Ten Dollars (\$10.00) of compensation to be paid by County, the adequacy of which is hereby acknowledged by Counsel, is given as specific consideration to Counsel for County's right to terminate this Agreement for convenience. Upon such termination for convenience, Counsel shall cooperate with the County Attorney or designee in facilitating the orderly and professional transfer of its responsibilities and files under this Agreement.

**5. Audit and Public Records.**

5.1. Audit. County, acting by and through its County Auditor, shall have the right to audit the books and records of Counsel pertinent to the funding under this Agreement. Counsel shall preserve and make available, at reasonable times for examination and audit by the County Auditor, all financial records, supporting documents, and other documents pertinent to this Agreement for a period of three (3) years after expiration or termination of this Agreement, or, if any audit has been initiated and audit findings have not been resolved at the end of the three years, such books and records shall be retained until resolution of the audit findings.

5.2. Public Records. Counsel shall comply with all applicable requirements of the Florida Public Records Act with respect to Counsel's records relating to, arising from, or in connection with this Agreement.

**6. Conflict of Interest.**

6.1. Counsel shall strictly comply with the terms and conditions of the Conflicts of Interest Policy for Outside Legal Counsel ("Conflict of Interest Policy") set forth in Section 18.88 of the Broward County Administrative Code, as may be amended from time to time.

6.2. Counsel certifies that it does not know of any facts concerning this Agreement and the services to be performed hereunder which constitute a violation of the Conflict of Interest Policy. Counsel acknowledges that the Conflict of Interest Policy is more restrictive than the professional code of ethics governing attorney conduct. Counsel acknowledges that the County Attorney, in his or her sole discretion, shall have final authority to determine the existence of a conflict of interest and any and all necessary corrective actions, including termination of this Agreement.

6.3. It is important that Counsel be independent and impartial in order to properly render services to County. Accordingly, Counsel shall not act as counsel in any lawsuit or other adversarial proceeding in which County is named as a party or in which Counsel takes or may take a position adverse to County.

6.4. Neither Counsel nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship substantially antagonistic to or incompatible with Counsel's loyal and conscientious exercise of judgment related to its performance under this Agreement.

6.5. Counsel agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such person give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, that is adverse or prejudicial to the interests of County, in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section 6.5 shall not preclude such person from representing himself or herself in any action or in any administrative or legal proceeding.

6.6. If, at any time, Counsel's firm desires to represent a client in matters having to do with the Broward County government, Counsel must contact the County Attorney before undertaking such representation so that it can be determined whether a conflict of interest exists. All actual, potential, or apparent conflicts of interest must be disclosed to the County Attorney or designee as soon as they are known.

**7. Indemnification.** Counsel shall at all times indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend the County, its officers, agents, servants, and employees (collectively, "Indemnified

Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim") raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or part, by any acts or omissions of Counsel, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement. In the event that any Claim is brought against an Indemnified Party, Counsel, upon written notice from the County Attorney or designee, shall defend each Indemnified Party against each such Claim by counsel satisfactory to the County Attorney or, at the County Attorney's option, pay for an attorney selected by the County Attorney to defend the County. To the extent considered necessary by the County Attorney, any sums due Counsel under this Agreement may be retained by County until all claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The obligations of this section shall survive the expiration or termination of this Agreement.

**8. Insurance.**

8.1. In order to insure the indemnification obligation contained above, Counsel agrees to maintain Professional Liability coverage with the limits of liability provided by such policy to be no less than Five Million Dollars (\$5,000,000.00) for each claim with a maximum deductible of One Hundred Thousand Dollars (\$100,000.00) unless otherwise approved in advance by the County's Risk Management Division ("RMD"). Counsel shall maintain the coverage continuously in force for a minimum of two (2) years following the expiration or termination of this Agreement and shall annually provide RMD with evidence of continuous coverage. Such insurance coverage shall be on a coverage form acceptable to RMD, issued by companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII."

8.2. Counsel agrees to maintain a Business Automobile Liability Insurance Policy with the limits of liability provided by such policy to be no less than One Million Dollars (\$1,000,000.00) for each claim. The Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, nonowned, and hired automobiles used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

8.3. Within thirty (30) calendar days after the Effective Date, Counsel shall furnish the RMD Director or designee with appropriate proof of the insurance coverage required by this

section. Proof may be Certificates of Insurance, all endorsements, or the entire policy at the discretion of RMD.

8.4. The requirements of this section may only be waived or revised in writing by the Director of RMD.

**9. Ownership of Documents.** Any and all reports and other data and documents provided or created in connection with this Agreement are and shall remain the property of the County. Upon expiration or termination of this Agreement, any reports and other data and documents prepared by Counsel, whether finished or unfinished, shall become the property of County and shall be delivered by Counsel to the County Attorney or designee within seven (7) days after expiration or termination of this Agreement. Any compensation due to Counsel may be withheld until all documents are received as provided herein.

**10. Independent Contractor.** Counsel is an independent contractor under this Agreement. In providing services under this Agreement, neither Counsel nor its agents shall act as officers, employees, or agents of County. Counsel shall not have the right to bind County to any obligations not expressly undertaken by County under this Agreement.

**11. Nondiscrimination.**

11.1. Counsel shall not unlawfully discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

11.2 Counsel shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Counsel shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Counsel shall take affirmative steps to ensure nondiscrimination in employment against persons with disabilities.

11.3 By execution of this Agreement, Counsel represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from Counsel all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

**12. Public Entity Crimes Act.** Counsel represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Counsel further represents that there has been no determination that it committed a

"public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Counsel has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, County, acting by and through its County Attorney, shall have the right to immediately terminate this Agreement and recover all sums paid to Counsel under this Agreement.

**13. Notices.** Whenever either party desires to give notice to the other, such notice must be sent by email with a hard copy sent by registered or certified United States Mail, postage prepaid, return receipt requested, or by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: [jacoffey@broward.org](mailto:jacoffey@broward.org)  
[aashton@broward.org](mailto:aashton@broward.org)

FOR COUNSEL:

Albert A. del Castillo, Esquire  
Greenberg Traurig, P.A.  
333 S.E. 2nd Avenue, Suite 4400  
Miami, Florida 33131  
Email: [delcastilloa@gtlaw.com](mailto:delcastilloa@gtlaw.com)

**14. Assignment and Performance.** Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Counsel without the prior written consent of the County Attorney. If Counsel violates this provision, the County Attorney shall have the right to immediately terminate this Agreement. Counsel represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Counsel agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.



## 15. Miscellaneous.

15.1. Third Party Beneficiaries. Neither of the Parties intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

15.2. Contingency Fee. Counsel represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Counsel, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County, acting by and through the County Attorney, shall have the right to terminate this Agreement without any further liability to Counsel. Alternatively, if such representation is false, the County Attorney, in his or her sole discretion, may deduct from the compensation due Counsel under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

15.3. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15.4. Compliance with Laws. Counsel shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

15.5. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

15.6. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

15.7. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 15 of this Agreement, the provisions contained in Articles 1 through 15 shall prevail and be given effect.

15.8. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, COUNSEL AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

15.9. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Broward County Board of County Commissioners and Counsel, or others delegated authority or otherwise authorized to execute same on their behalf.

15.10. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

15.11. Payable Interest.

15.11.1. Payment of Interest. County shall not be liable to pay any interest to Counsel for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Counsel waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for postjudgment interest, if such application would be contrary to applicable law.

15.11.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any

other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

15.12. Incorporation by Reference. Attached **Exhibits "A," "B," and "C,"** and **Schedules A-1, A-2, A-3, and A-4** are incorporated into and made a part of this Agreement.

15.13. Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

15.14 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Execution Pages Follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Legal Services on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and COUNSEL, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Joni Armstrong Coffey, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

Insurance requirements  
approved by Broward County  
Risk Management Division

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
Annika E. Ashton  
Assistant County Attorney

**AGREEMENT FOR LEGAL SERVICES BETWEEN BROWARD COUNTY AND GREENBERG TRAURIG, P.A.**

COUNSEL

GREENBERG TRAURIG, P.A

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_ day of \_\_\_\_\_, 20 \_\_\_.

AEA/dnt  
2017 Bond Counsel Agreement  
08/17/17  
#17-141.00  
220392

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. Bond Counsel Services.**

- A. Scope. Counsel's scope of services as bond counsel shall include, but not be limited to, the following duties and responsibilities:
1. Reviewing legal issues and questions in consultation with the Office of the County Attorney and County staff relating to the structure of the bond issue or other debt financing arrangement;
  2. Preparing and reviewing all documents necessary to implement the transaction including, but not limited to, resolutions, supplemental or amended resolutions, ordinances, trust indentures, notices of sale, loan agreements, escrow agreements, credit enhancement commitments and related documentation, tax compliance certificates, swap agreements, and closing documents; and coordinating the authorization and execution of same;
  3. Assisting the issuer in seeking from other government authorities any approvals, permissions, and exemptions necessary or appropriate in connection with the authorization, issuance, sale, and delivery of the bonds or other financing instruments;
  4. Attending meetings of County relating to the issuance of debt, including attendance at TEFRA hearings and other public meetings;
  5. Reviewing or preparing those sections of the offering document to be disseminated in connection with the transaction, financing documents, bond counsel opinion, and tax exemption;
  6. Reviewing bond purchase contracts and providing feedback;
  7. Rendering the bond counsel opinion regarding the validity and binding effect of the bonds, the source of payment and security for the bonds, and the excludability of interest on the bonds from gross income for federal or state income tax purposes, and providing all other required legal opinions;
  8. Providing guidance, and reviewing and preparing documents, for the use of derivative products in connection with the issuance of bonds;

9. Preparing the official transcript for the bond issue and delivering it in both professionally-bound form and high-quality, searchable electronic form within ninety (90) days after consummation of the transaction;
  10. Attending preclosings and closings;
  11. Providing continuing advice regarding any actions necessary to ensure that the interest on the bonds will continue to be tax-exempt;
  12. Providing continuing legal advice on issues relating to the sale and administration of the debt obligations;
  13. Preparing validation pleadings, and attending and representing County at validation hearings;
  14. Keeping County informed of rulings issued by federal and state regulatory agencies that impact the issuance or administration of the bonds;
  15. Reviewing or preparing documentation associated with postclosing activities through maturity or redemption of the bonds;
  16. Assisting in postclosing regulatory investigations, actions, or matters involving transactions in which Counsel served as bond counsel;
  17. Adhering to all deadlines established by County for the review and preparation of documents; and
  18. Performing all other necessary or appropriate legal services to consummate the transaction.
- B. Compensation. Compensation for bond counsel services specified in Section 1.A., above, shall be paid in accordance with attached **Schedules A-1, A-2 A-3, and A-4**, as applicable. Except as provided in Section C immediately below, payment of compensation shall be contingent upon the closing of the transaction.
- C. Conduit Transactions. In all conduit transactions, Counsel will be compensated by the borrower. Counsel shall enter into a separate retainer agreement or fee letter with each borrower, in a manner consistent with this **Exhibit "A"** and the applicable attached **Schedule**. Once executed, a copy of each retainer agreement or fee letter shall be furnished by Counsel to the County Attorney or designee. Counsel shall be entitled to compensation on an hourly basis, as set forth in **Exhibit "B"** hereof, from any prospective borrower which, after using Counsel's

services, decides to pursue an alternate method of financing. However, such hourly compensation shall not exceed the maximum fee specified for the transaction in the applicable attached **Schedule**. Under no circumstances shall County be liable for the payment of Counsel's fees or expenses in connection with any conduit transactions.

## **II. Disclosure Counsel Services.**

- A. Counsel's scope of services as disclosure counsel shall include, but not be limited to, the following duties and responsibilities:
1. Preparing preliminary and final official statements;
  2. Providing a "10b-5" negative assurance opinion with respect to the official statements;
  3. Reviewing applicable law and pertinent documents;
  4. Reviewing or preparing bond purchase contracts;
  5. Reviewing rating agency presentations and investor presentations for consistency with official statements and for compliance reasons;
  6. Reviewing due diligence questions from underwriters and assisting in the preparation of responses thereto;
  7. Participating, as requested, in due diligence and working group meetings and discussions with stakeholders;
  8. Attending meetings related to the transaction, including preclosings and closings;
  9. Consulting with, and responding to questions from, County officials and staff regarding matters relating to continuing disclosure requirements, including the requirements of Securities and Exchange Commission Rule 15c2-12 ("Rule"). Responsibilities with respect to continuing disclosure shall include:
    - i. Assisting with the determination of whether an action, activity, or event constitutes a "material event," as defined in the Rule, and preparing the appropriate disclosure of such material event;



- ii. Assisting County with the review of the annual financial information needed to comply with the Rule and any current continuing disclosure statement;
  - iii. Reviewing County's audited financial statements for purposes of confirming compliance with the Rule and any current continuing disclosure agreements;
  - iv. Assisting County in officially disclosing any material failure to comply with the Rule;
  - v. Keeping County informed of rulings issued by federal and state regulatory agencies that impact County's disclosure practices, and exercising diligence in ensuring that County is in compliance with all disclosure requirements;
  - vi. Assisting County in modifying and updating its comprehensive disclosure policies and strategies in accordance with best practices;
  - vii. Reviewing postissuance best practices relating to tax compliance and providing guidance with respect to Internal Revenue Services (IRS) general inquiries.
- 10. Assisting in postclosing regulatory investigations or matters involving transactions in which Counsel served as disclosure counsel;
  - 11. Adhering to all deadlines established by County for the review and preparation of documents; and
  - 11. Performing all other necessary or appropriate legal services to consummate the transaction.
- B. Compensation for disclosure counsel services specified in Section II.A., above, shall be paid in accordance with the applicable attached **Schedule**. Payment of such compensation shall be contingent upon the closing of the transaction.

### **III. Special Engagement Services.**

- A. As special engagement counsel from time to time, Counsel shall assist County with specialized public finance matters, including, but not limited to, taxation and bankruptcy matters.

- B. The terms and conditions for the performance of such special engagement services, including the scope of such services and the compensation to be paid therefor, shall be mutually agreed to by Counsel and the County Attorney (or designee), and such terms and conditions shall be specified in the Notice of Assignment for each particular matter.

## SCHEDULE A-1

FEE SCALE FOR BOND, NOTE, AND CERTIFICATE OF PARTICIPATION TRANSACTIONS (EXCLUDING CONDUIT TRANSACTIONS SET FORTH IN SCHEDULES A-2, A-3, AND A-4)

SIZE OF ISSUE	GENERAL OBLIGATION BONDS OR NOTES (GOBs)		FIXED RATE REVENUE BONDS OR NOTES		VARIABLE RATE REVENUE BONDS OR NOTES		REFUNDING GOBs		REFUNDING REVENUE BONDS OR NOTES		LEASE-PURCHASE BONDS/ CERTIFICATES OF PARTICIPATION	
First \$ 25,000,000	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.75 *	\$43,750	\$1.50 *	\$37,500	\$1.75 *	\$43,750	\$1.75 *	\$43,750
Second \$ 25,000,000	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.50 *	\$37,500
Third \$ 25,000,000	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.25 *	\$31,250
Fourth \$ 25,000,000	\$.50 *	\$12,500	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$1.00 *	\$25,000
Fifth \$ 25,000,000	\$.25 *	\$ 6,250	\$.50 *	\$ 12,500	\$.75 *	\$18,750	\$.50 *	\$ 12,500	\$.75 *	\$18,750	\$.75 *	\$18,750
Sixth \$ 25,000,000	\$.25 *	\$ 6,250	\$.25 *	\$ 6,250	\$.50 *	\$12,500	\$.25 *	\$ 6,250	\$.50 *	\$12,500	\$.50 *	\$12,500
Anything Above \$150,000,000	\$.20 *	\$_____	\$.20 *	\$_____	\$.30 *	\$_____	\$.20 *	\$_____	\$.25 *	\$_____	\$.30 *	\$_____

\*All fees on this schedule are on a per \$1,000 basis.

1. The fees above shall be in addition to actual expenses which will be paid at cost not exceeding \$10,000.
2. The minimum fee for issues of less than \$25 million shall be \$25,000.
3. The fees to be charged for refundings of prior bond issues shall be the same as a new issue of bonds, unless otherwise set forth above.
4. Disclosure counsel fees shall be seventy percent (70%) of the bond counsel fees calculated from the above schedule.

**SCHEDULE A-2**

FEE SCALE FOR INDUSTRIAL DEVELOPMENT REVENUE BOND TRANSACTIONS (EXCLUDING HFA AND HEFA BOND TRANSACTIONS SET FORTH IN **SCHEDULES A-3 AND A-4**)

SIZE OF ISSUE	INDUSTRIAL DEVELOPMENT REVENUE BONDS OR NOTES ("IDRBs")	
Up to \$5 million	Flat Fee	\$40,000
Over \$5 million - \$10 million	Flat Fee	\$50,000
Anything Above \$10 million	\$50,000 Flat Fee + \$1.00 Per \$1,000	\$ _____

1. The fees for new money issuances and refundings shall be the same.
2. The fees above shall be in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
3. The minimum fee amount shall be the amount set forth above, unless adjusted as provided in Section 1.C. of **Exhibit "A"** to the Agreement for Legal Services.
4. The fees for IDRB amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is authorized by the County Attorney or designee. Such fees shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**SCHEDULE A-3**

**FEE SCALE FOR HEALTH FACILITIES AUTHORITY ("HEFA") BOND TRANSACTIONS**

SIZE OF ISSUE	HEFA NEGOTIATED HOSPITAL BONDS OR NOTES		HEFA PRIVATE PLACEMENT HOSPITAL BONDS OR NOTES		SIZE OF ISSUE	HEFA NON-HOSPITAL REVENUE BONDS OR NOTES	
First \$ 10,000,000	\$2.20 Per \$1,000	\$22,000	\$2.20 Per \$1,000	\$22,000	First \$ 2,000,000	Flat Fee	\$27,500
Next \$ 15,000,000	\$2.00 Per \$1,000	\$30,000	\$2.00 Per \$1,000	\$30,000	\$ 2,000,001 - \$ 3,000,000	Flat Fee	\$30,000
Next \$ 15,000,000	\$1.50 Per \$1,000	\$22,500	\$1.50 Per \$1,000	\$22,500	\$ 3,000,001 - \$ 5,000,000	Flat Fee	\$32,500
Next \$ 15,000,000	\$1.35 Per \$1,000	\$20,250	\$1.35 Per \$1,000	\$20,250	\$ 5,000,001 - \$10,000,000	Flat Fee	\$40,000
Next \$ 20,000,000	\$1.20 Per \$1,000	\$24,000	\$1.20 Per \$1,000	\$24,000	Anything Above \$10,000,001	\$40,000 Flat Fee + \$1.25 Per \$1,000	\$ _____
Next \$ 25,000,000	\$1.00 Per \$1,000	\$25,000	\$1.00 Per \$1,000	\$25,000	N/A	N/A	N/A
Anything Above \$100,000,000	\$.75 Per \$1,000	\$ _____	\$.75 Per \$1,000	\$ _____	N/A	N/A	N/A

1. The fees above shall be in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
2. The minimum fee shall be as set forth above, unless adjusted as provided in Section I.C. of **Exhibit "A,"** to the Agreement for Legal Services.
3. The fees for new money issuance and refundings shall be same.
4. Amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is approved by the County Attorney or designee. Such fees shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**SCHEDULE A-4**  
**FEE SCHEDULE FOR HOUSING FINANCE AUTHORITY ("HFA") BOND TRANSACTIONS**

SIZE OF ISSUE	HFA MULTI-FAMILY NEGOTIATED BONDS/NOTES		HFA SINGLE-FAMILY BONDS/NOTES		SIZE OF ISSUE	HFA MULTI-FAMILY PRIVATELY-PLACED BONDS/NOTES	
	Minimum	\$35,000	\$3.00 Per \$1,000	\$30,000		First \$3,000,000	Flat Fee
First \$10,000,000	\$2.00 Per \$1,000	\$20,000	\$2.00 Per \$1,000	\$20,000	\$ 3,000,001 - \$ 6,000,000	Flat Fee	\$40,000
Second \$10,000,000	\$1.50 Per \$1,000	\$15,000	\$1.50 Per \$1,000	\$15,000	\$ 6,000,001 - \$10,000,000	Flat Fee	\$50,000
Third \$10,000,000	\$1.25 Per \$1,000	\$12,500	\$1.25 Per \$1,000	\$12,500	Anything Above \$10,000,001	50,000 Flat Fee + \$1.25 Per \$1,000	\$_____
Fourth \$10,000,000	\$ 1.00 Per \$1,000	\$_____	\$ 1.00 Per \$1,000	\$_____	N/A	N/A	N/A
Anything Above \$50,000,000							

1. The minimum fee shall be \$35,000 for new issues.
2. The fees above are in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
3. Amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is approved by the County Attorney or designee. Such fee shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**EXHIBIT "B"**

**HOURLY COMPENSATION**

1. For special engagement services rendered and compensated on an hourly basis, Counsel's fee shall be based on the following hourly rates:

<b>Partners</b>	Actual Rate, not-to-exceed \$450 per hour
<b>Associates</b>	Actual Rate, not-to-exceed \$300 per hour
<b>Paralegals</b>	Actual Rate, not-to-exceed \$75 per hour

Where appropriate, a "not to exceed" or flat-fee sum shall be mutually agreed to for special engagement assignments.

## **EXHIBIT "C"**

### **REIMBURSABLE EXPENSES**

1. In addition to payment of the professional fees set forth in the attached **Schedules** and **Exhibit "B,"** County shall reimburse Counsel for out-of-pocket expenses reasonably incurred in the course of rendering such legal services, including costs of long distance calls, printing, costs of reproduction, and necessary travel expenses incurred in accordance with the requirements of Chapter 112, Florida Statutes. Counsel shall not charge for travel of attorneys between its offices so that it can provide the best available and most appropriate lawyer in any of its office locations for the issues involved.
2. Counsel shall submit invoices for expenses within sixty (60) days after the consummation of the transaction in which legal services were rendered. Each invoice shall include a signed statement identifying, in reasonable detail, all costs, expenses, vouchers, invoices, receipts, and other documentary evidence for expenditures for which reimbursement is sought as set forth below.
3. **REQUIREMENTS.**

The following requirements apply to the reimbursement of legal expenses:

- A. Counsel's federal employee identification number must be on all invoices submitted.
- B. No service, interest, or other charge of a like nature is to be imposed with regard to any item, invoice, or request. Counsel must be registered vendors with Broward County. Vendor registration is available on-line through County's Internet site, <http://www.broward.or/purchasing/vendorregistration.htm>. County's Sales Tax Exempt Number is 85-80139241140C-7. County's Federal Tax Exemption number is 59-6000531.
- C. Services rendered must be specifically and concisely identified.
- D. Names of persons performing services, hourly rates, and dates must be listed.
- E. Reimbursable expenses must be verified by attached receipts or copies thereof. (Receipts are required for all costs over \$5.00).
- F. Claims for mileage and meals cannot exceed the statutory allowance in Section 112.061, Florida Statutes. Meals and mileage cannot be charged unless Counsel has traveled outside the tri-county area consisting of Miami-Dade, Broward, and Palm Beach counties.



**EXHIBIT "C"**  
**-CONTINUED-**

- G. Claims for lodging at single rate occupancy (actual cost) must be substantiated by a paid bill or charge.
- H. Car rentals required for necessary travel should include compact or standard-size vehicles only.
- I. Common carrier travel shall be reimbursable at tourist or coach class fares only.
- J. Fax costs shall not be reimbursed.
- K. Legal Research costs (LexisNexis, Westlaw, etc.) shall not be reimbursed.

## **AGREEMENT FOR LEGAL SERVICES**

This Agreement for Legal Services ("Agreement"), by and between BROWARD COUNTY, a political subdivision of the state of Florida ("County"), and GRAYROBINSON, P.A. ("Counsel") (collectively, the "Parties"), is effective on the date it is executed by the second of the two Parties ("Effective Date").

WHEREAS, County desires to retain Counsel to provide legal services to and for County, its agencies and authorities, including the Housing Finance Authority and Health Facilities Authority (collectively, "County"), in connection with the issuance and sale of bonds and notes, as well as the handling of other specialized financing instruments and transactions,

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1. Scope of Services.**

1.1. Consistent with the terms and conditions herein, Counsel shall provide legal services in connection with bond or other debt financing transactions of County, including performing all services identified in this Agreement and in **Exhibit "A,"** attached hereto and made a part hereof. Counsel, from time to time and upon such terms and conditions as may be approved by the County Attorney or designee, may also be requested to perform legal services in connection with other specialized finance matters involving the County, including, but not limited to, tax and bankruptcy matters.

1.2. The services described in Section 1.1 above shall be provided with respect to those matters assigned to Counsel by the Office of the County Attorney. Such assignment shall be evidenced by written notice, acknowledgment, or letter to Counsel from the County Attorney or designee ("Notice of Assignment"). The Office of the County Attorney, in its sole and absolute discretion, shall assign bond issues and other financing matters to the various law firms competitively selected as special counsel based on the best interest of County. Notwithstanding anything to the contrary in this Agreement, the Office of the County Attorney, in its sole and absolute discretion, may, at any time during the term of this Agreement, make necessary or appropriate changes to the methods and procedures for assignment of services.

1.3. Upon request, Counsel shall provide the Office of the County Attorney with a status report containing all information pertinent to an assigned matter. Such report shall be provided no later than three (3) business days after Counsel's receipt of such request, or within such other time frame as established by the County Attorney or designee.

### **2. Compensation and Method of Payment.**

2.1. Compensation for services shall be paid to Counsel in accordance with **Exhibits "A" and "B,"** attached hereto and made a part hereof, and the Notice of Assignment

for the applicable transaction. Requirements for reimbursement of expenses are set forth in **Exhibit "C,"** attached hereto and made a part hereof. Expenses other than automobile expenses must be documented by copies of paid receipts or other evidence of payment.

2.2. Payment of compensation to Counsel is contingent upon the consummation of the applicable financing transaction, unless otherwise set forth in **Exhibit "A"** or in the applicable Notice of Assignment. Counsel shall submit invoices for compensation and reimbursement of expenses no later than sixty (60) days after the consummation of the applicable financing transaction.

2.3. Invoices for hourly or flat-fee assignments pursuant to **Exhibit "B"** may be submitted only after the services or expenses upon which such invoices are based have been completed or incurred. Such invoices must be received no later than sixty (60) days after the assignment is completed.

2.4. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to the instructions prescribed by the County Attorney or designee. Payment may be withheld for failure of Counsel to comply with a term, condition, or requirement of this Agreement.

2.5. Payment shall be made to Counsel at:

Brian J. Fender, Esquire  
GrayRobinson, P.A.  
401 East Jackson Street, Suite 2700  
Tampa, FL 33602

### **3. Term and Time of Performance.**

3.1. This Agreement shall begin on the Effective Date and shall end on the third anniversary of such date ("Term"), provided, however, that if the term of this Agreement extends beyond a single fiscal year of County, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from County in accordance with Chapter 129, Florida Statutes. At the sole option of the County Attorney upon at least sixty (60) days' advance written notice to Counsel, the Term of this Agreement may be extended, for up to two (2) additional one (1) year periods, upon the same terms and conditions. Notwithstanding the foregoing, the Term shall not begin and this Agreement shall not be effective unless the Broward County Board of County Commissioners amends Section 18.88 of the Broward County Administrative Code to permit Counsel, in limited circumstances, to undertake private representation of party before County boards or agencies where the County Attorney, in his or her sole discretion, determines that no material conflict of interest to the County will result, and Counsel provides the County written acknowledgment of and certification of compliance with Section 18.88, as amended.

3.2. Time is of the essence for the performance of all duties, obligations, and responsibilities under this Agreement.

**4. Termination.**

4.1. This Agreement may be terminated for cause by the aggrieved party, with County acting by and through the County Attorney, if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach, or may be terminated for convenience by the County Attorney, upon not less than thirty (30) days' advance written notice to Counsel. This Agreement may also be terminated by the County Attorney upon such notice as the County Attorney deems appropriate in the event that termination is necessary to protect the public health, safety, or welfare. An erroneous termination for cause shall be considered a termination for convenience.

4.2. In the event that this Agreement is terminated for convenience, Counsel shall be paid for any services performed to the date the Agreement is terminated. Upon being notified of the County Attorney's election to terminate, Counsel shall refrain from performing further services or incurring additional expenses under this Agreement, unless otherwise instructed by the County Attorney. Counsel acknowledges and agrees that Ten Dollars (\$10.00) of compensation to be paid by County, the adequacy of which is hereby acknowledged by Counsel, is given as specific consideration to Counsel for County's right to terminate this Agreement for convenience. Upon such termination for convenience, Counsel shall cooperate with the County Attorney or designee in facilitating the orderly and professional transfer of its responsibilities and files under this Agreement.

**5. Audit and Public Records.**

5.1. Audit. County, acting by and through its County Auditor, shall have the right to audit the books and records of Counsel pertinent to the funding under this Agreement. Counsel shall preserve and make available, at reasonable times for examination and audit by the County Auditor, all financial records, supporting documents, and other documents pertinent to this Agreement for a period of three (3) years after expiration or termination of this Agreement, or, if any audit has been initiated and audit findings have not been resolved at the end of the three years, such books and records shall be retained until resolution of the audit findings.

5.2. Public Records. Counsel shall comply with all applicable requirements of the Florida Public Records Act with respect to Counsel's records relating to, arising from, or in connection with this Agreement.

**6. Conflict of Interest.**

6.1. Counsel shall strictly comply with the terms and conditions of the Conflicts of Interest Policy for Outside Legal Counsel ("Conflict of Interest Policy") set forth in Section 18.88 of the Broward County Administrative Code, as may be amended from time to time.

6.2. Counsel certifies that it does not know of any facts concerning this Agreement and the services to be performed hereunder which constitute a violation of the Conflict of Interest Policy. Counsel acknowledges that the Conflict of Interest Policy is more restrictive than the professional code of ethics governing attorney conduct. Counsel acknowledges that the County Attorney, in his or her sole discretion, shall have final authority to determine the existence of a conflict of interest and any and all necessary corrective actions, including termination of this Agreement.

6.3. It is important that Counsel be independent and impartial in order to properly render services to County. Accordingly, Counsel shall not act as counsel in any lawsuit or other adversarial proceeding in which County is named as a party or in which Counsel takes or may take a position adverse to County.

6.4. Neither Counsel nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship substantially antagonistic to or incompatible with Counsel's loyal and conscientious exercise of judgment related to its performance under this Agreement.

6.5. Counsel agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such person give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, that is adverse or prejudicial to the interests of County, in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section 6.5 shall not preclude such person from representing himself or herself in any action or in any administrative or legal proceeding.

6.6. If, at any time, Counsel's firm desires to represent a client in matters having to do with the Broward County government, Counsel must contact the County Attorney before undertaking such representation so that it can be determined whether a conflict of interest exists. All actual, potential, or apparent conflicts of interest must be disclosed to the County Attorney or designee as soon as they are known.

**7. Indemnification.** Counsel shall at all times indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend the County, its officers, agents, servants, and employees (collectively, "Indemnified

Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim") raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or part, by any acts or omissions of Counsel, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement. In the event that any Claim is brought against an Indemnified Party, Counsel, upon written notice from the County Attorney or designee, shall defend each Indemnified Party against each such Claim by counsel satisfactory to the County Attorney or, at the County Attorney's option, pay for an attorney selected by the County Attorney to defend the County. To the extent considered necessary by the County Attorney, any sums due Counsel under this Agreement may be retained by County until all claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The obligations of this section shall survive the expiration or termination of this Agreement.

## **8. Insurance.**

8.1. In order to insure the indemnification obligation contained above, Counsel agrees to maintain Professional Liability coverage with the limits of liability provided by such policy to be no less than Five Million Dollars (\$5,000,000.00) for each claim with a maximum deductible of One Hundred Thousand Dollars (\$100,000.00) unless otherwise approved in advance by the County's Risk Management Division ("RMD"). Counsel shall maintain the coverage continuously in force for a minimum of two (2) years following the expiration or termination of this Agreement and shall annually provide RMD with evidence of continuous coverage. Such insurance coverage shall be on a coverage form acceptable to RMD, issued by companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII."

8.2. Counsel agrees to maintain a Business Automobile Liability Insurance Policy with the limits of liability provided by such policy to be no less than One Million Dollars (\$1,000,000.00) for each claim. The Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, nonowned, and hired automobiles used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

8.3. Within thirty (30) calendar days after the Effective Date, Counsel shall furnish the RMD Director or designee with appropriate proof of the insurance coverage required by this

section. Proof may be Certificates of Insurance, all endorsements, or the entire policy at the discretion of RMD.

8.4. The requirements of this section may only be waived or revised in writing by the Director of RMD.

**9. Ownership of Documents.** Any and all reports and other data and documents provided or created in connection with this Agreement are and shall remain the property of the County. Upon expiration or termination of this Agreement, any reports and other data and documents prepared by Counsel, whether finished or unfinished, shall become the property of County and shall be delivered by Counsel to the County Attorney or designee within seven (7) days after expiration or termination of this Agreement. Any compensation due to Counsel may be withheld until all documents are received as provided herein.

**10. Independent Contractor.** Counsel is an independent contractor under this Agreement. In providing services under this Agreement, neither Counsel nor its agents shall act as officers, employees, or agents of County. Counsel shall not have the right to bind County to any obligations not expressly undertaken by County under this Agreement.

**11. Nondiscrimination.**

11.1. Counsel shall not unlawfully discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

11.2 Counsel shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Counsel shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Counsel shall take affirmative steps to ensure nondiscrimination in employment against persons with disabilities.

11.3 By execution of this Agreement, Counsel represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from Counsel all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

**12. Public Entity Crimes Act.** Counsel represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the

foregoing, Counsel further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Counsel has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, County, acting by and through its County Attorney, shall have the right to immediately terminate this Agreement and recover all sums paid to Counsel under this Agreement.

**13. Notices.** Whenever either party desires to give notice to the other, such notice must be sent by email with a hard copy sent by registered or certified United States Mail, postage prepaid, return receipt requested, or by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: [jacoffey@broward.org](mailto:jacoffey@broward.org)  
[aashton@broward.org](mailto:aashton@broward.org)

FOR COUNSEL:

Brian J. Fender, Esquire  
GrayRobinson, P.A.  
401 East Jackson Street, Suite 2700  
Tampa, Florida 33602  
Email: [Brian.fender@gray-robinson.com](mailto:Brian.fender@gray-robinson.com)

**14. Assignment and Performance.** Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Counsel without the prior written consent of the County Attorney. If Counsel violates this provision, the County Attorney shall have the right to immediately terminate this Agreement. Counsel represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Counsel agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.



**15. Miscellaneous.**

15.1. Third Party Beneficiaries. Neither of the Parties intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

15.2. Contingency Fee. Counsel represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Counsel, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County, acting by and through the County Attorney, shall have the right to terminate this Agreement without any further liability to Counsel. Alternatively, if such representation is false, the County Attorney, in his or her sole discretion, may deduct from the compensation due Counsel under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

15.3. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15.4. Compliance with Laws. Counsel shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

15.5. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

15.6. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

15.7. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 15 of this Agreement, the provisions contained in Articles 1 through 15 shall prevail and be given effect.

15.8. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida.

The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, COUNSEL AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

15.9. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Broward County Board of County Commissioners and Counsel, or others delegated authority or otherwise authorized to execute same on their behalf.

15.10. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

15.11. Payable Interest.

15.11.1. Payment of Interest. County shall not be liable to pay any interest to Counsel for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Counsel waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for postjudgment interest, if such application would be contrary to applicable law.

15.11.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

15.12. Incorporation by Reference. Attached **Exhibits "A," "B," and "C,"** and **Schedules A-1, A-2, A-3, and A-4** are incorporated into and made a part of this Agreement.

15.13. Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

15.14 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Execution Pages Follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Legal Services on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and COUNSEL, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Joni Armstrong Coffey, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

Insurance requirements  
approved by Broward County  
Risk Management Division

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
Annika E. Ashton  
Assistant County Attorney

**AGREEMENT FOR LEGAL SERVICES BETWEEN BROWARD COUNTY AND  
GRAYROBINSON, P.A.,**

COUNSEL

GRAYROBINSON, P.A.

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. Disclosure Counsel Services.**

- A. Counsel's scope of services as disclosure counsel shall include, but not be limited to, the following duties and responsibilities:
1. Preparing preliminary and final official statements;
  2. Providing a "10b-5" negative assurance opinion with respect to the official statements;
  3. Reviewing applicable law and pertinent documents;
  4. Reviewing or preparing bond purchase contracts;
  5. Reviewing rating agency presentations and investor presentations for consistency with official statements and for compliance reasons;
  6. Reviewing due diligence questions from underwriters and assisting in the preparation of responses thereto;
  7. Participating, as requested, in due diligence and working group meetings and discussions with stakeholders;
  8. Attending meetings related to the transaction, including preclosings and closings;
  9. Consulting with, and responding to questions from, County officials and staff regarding matters relating to continuing disclosure requirements, including the requirements of Securities and Exchange Commission Rule 15c2-12 ("Rule"). Responsibilities with respect to continuing disclosure shall include:
    - i. Assisting with the determination of whether an action, activity, or event constitutes a "material event," as defined in the Rule, and preparing the appropriate disclosure of such material event;
    - ii. Assisting County with the review of the annual financial information needed to comply with the Rule and any current continuing disclosure statement;

- iii. Reviewing County's audited financial statements for purposes of confirming compliance with the Rule and any current continuing disclosure agreements;
  - iv. Assisting County in officially disclosing any material failure to comply with the Rule;
  - v. Keeping County informed of rulings issued by federal and state regulatory agencies that impact County's disclosure practices, and exercising diligence in ensuring that County is in compliance with all disclosure requirements;
  - vi. Assisting County in modifying and updating its comprehensive disclosure policies and strategies in accordance with best practices;
  - vii. Reviewing postissuance best practices relating to tax compliance and providing guidance with respect to Internal Revenue Services (IRS) general inquiries.
- 1. Assisting in postclosing regulatory investigations or matters involving transactions in which Counsel served as disclosure counsel;
  - 2. Adhering to all deadlines established by County for the review and preparation of documents; and
  - 11. Performing all other necessary or appropriate legal services to consummate the transaction.
- B. Compensation for disclosure counsel services specified in Section II.A., above, shall be paid in accordance with the applicable attached **Schedule**. Payment of such compensation shall be contingent upon the closing of the transaction.

## **II. Special Engagement Services.**

- A. As special engagement counsel from time to time, Counsel shall assist County with specialized public finance matters, including, but not limited to, taxation and bankruptcy matters.
- B. The terms and conditions for the performance of such special engagement services, including the scope of such services and the compensation to be paid therefor, shall be mutually agreed to by Counsel and the County Attorney (or designee), and such terms and conditions shall be specified in the Notice of Assignment for each particular matter.

## SCHEDULE A-1

FEE SCALE FOR BOND, NOTE, AND CERTIFICATE OF PARTICIPATION TRANSACTIONS (EXCLUDING CONDUIT TRANSACTIONS SET FORTH IN **SCHEDULES A-2, A-3, AND A-4**)

SIZE OF ISSUE	GENERAL OBLIGATION BONDS OR NOTES (GOBs)		FIXED RATE REVENUE BONDS OR NOTES		VARIABLE RATE REVENUE BONDS OR NOTES		REFUNDING GOBs		REFUNDING REVENUE BONDS OR NOTES		LEASE-PURCHASE BONDS/ CERTIFICATES OF PARTICIPATION	
First \$ 25,000,000	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.75 *	\$43,750	\$1.50 *	\$37,500	\$1.75 *	\$43,750	\$1.75 *	\$43,750
Second \$ 25,000,000	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.25 *	\$31,250	\$1.50 *	\$37,500	\$1.50 *	\$37,500
Third \$ 25,000,000	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.00 *	\$25,000	\$1.25 *	\$31,250	\$1.25 *	\$31,250
Fourth \$ 25,000,000	\$.50 *	\$12,500	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$.75 *	\$18,750	\$1.00 *	\$25,000	\$1.00 *	\$25,000
Fifth \$ 25,000,000	\$.25 *	\$ 6,250	\$.50 *	\$ 12,500	\$.75 *	\$18,750	\$.50 *	\$ 12,500	\$.75 *	\$18,750	\$.75 *	\$18,750
Sixth \$ 25,000,000	\$.25 *	\$ 6,250	\$.25 *	\$ 6,250	\$.50 *	\$12,500	\$.25 *	\$ 6,250	\$.50 *	\$12,500	\$.50 *	\$12,500
Anything Above \$150,000,000	\$.20 *	\$_____	\$.20 *	\$_____	\$.30 *	\$_____	\$.20 *	\$_____	\$.25 *	\$_____	\$.30 *	\$_____

\*All fees on this schedule are on a per \$1,000 basis.

1. The fees above shall be in addition to actual expenses which will be paid at cost not exceeding \$10,000.
2. The minimum fee for issues of less than \$25 million shall be \$25,000.
3. The fees to be charged for refundings of prior bond issues shall be the same as a new issue of bonds, unless otherwise set forth above.
4. Disclosure counsel fees shall be seventy percent (70%) of the disclosure counsel fees calculated from the above schedule.



**SCHEDULE A-2**

FEE SCALE FOR INDUSTRIAL DEVELOPMENT REVENUE BOND TRANSACTIONS (EXCLUDING HFA AND HEFA BOND TRANSACTIONS SET FORTH IN **SCHEDULES A-3 AND A-4**)

SIZE OF ISSUE	INDUSTRIAL DEVELOPMENT REVENUE BONDS OR NOTES ("IDRBs")	
Up to \$5 million	Flat Fee	\$40,000
Over \$5 million - \$10 million	Flat Fee	\$50,000
Anything Above \$10 million	\$50,000 Flat Fee + \$1.00 Per \$1,000	\$ _____

1. The fees for new money issuances and refundings shall be the same.
2. The fees above shall be in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
3. The minimum fee amount shall be the amount set forth above, unless adjusted as provided in Section 1.C. of **Exhibit "A"** to the Agreement for Legal Services.
4. The fees for IDRB amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is authorized by the County Attorney or designee. Such fees shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**SCHEDULE A-3**

**FEE SCALE FOR HEALTH FACILITIES AUTHORITY ("HEFA") BOND TRANSACTIONS**

SIZE OF ISSUE	HEFA NEGOTIATED HOSPITAL BONDS OR NOTES		HEFA PRIVATE PLACEMENT HOSPITAL BONDS OR NOTES		SIZE OF ISSUE	HEFA NON-HOSPITAL REVENUE BONDS OR NOTES	
First \$ 10,000,000	\$2.20 Per \$1,000	\$22,000	\$2.20 Per \$1,000	\$22,000	First \$ 2,000,000	Flat Fee	\$27,500
Next \$ 15,000,000	\$2.00 Per \$1,000	\$30,000	\$2.00 Per \$1,000	\$30,000	\$ 2,000,001 - \$ 3,000,000	Flat Fee	\$30,000
Next \$ 15,000,000	\$1.50 Per \$1,000	\$22,500	\$1.50 Per \$1,000	\$22,500	\$ 3,000,001 - \$ 5,000,000	Flat Fee	\$32,500
Next \$ 15,000,000	\$1.35 Per \$1,000	\$20,250	\$1.35 Per \$1,000	\$20,250	\$ 5,000,001 - \$10,000,000	Flat Fee	\$40,000
Next \$ 20,000,000	\$1.20 Per \$1,000	\$24,000	\$1.20 Per \$1,000	\$24,000	Anything Above \$10,000,001	\$40,000 Flat Fee + \$1.25 Per \$1,000	\$ _____
Next \$ 25,000,000	\$1.00 Per \$1,000	\$25,000	\$1.00 Per \$1,000	\$25,000	N/A	N/A	N/A
Anything Above \$100,000,000	\$.75 Per \$1,000	\$ _____	\$.75 Per \$1,000	\$ _____	N/A	N/A	N/A

1. The fees above shall be in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
2. The minimum fee shall be as set forth above, unless adjusted as provided in Section I.C. of **Exhibit "A,"** to the Agreement for Legal Services.
3. The fees for new money issuance and refundings shall be same.
4. Amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is approved by the County Attorney or designee. Such fees shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**SCHEDULE A-4**  
**FEE SCHEDULE FOR HOUSING FINANCE AUTHORITY ("HFA") BOND TRANSACTIONS**

SIZE OF ISSUE	HFA MULTI-FAMILY NEGOTIATED BONDS/NOTES		HFA SINGLE-FAMILY BONDS/NOTES		SIZE OF ISSUE	HFA MULTI-FAMILY PRIVATELY-PLACED BONDS/NOTES	
	Minimum	\$35,000	\$3.00 Per \$1,000	\$30,000		First \$3,000,000	Flat Fee
First \$10,000,000	Minimum	\$35,000	\$3.00 Per \$1,000	\$30,000	First \$3,000,000	Flat Fee	\$35,000
Second \$10,000,000	\$2.00 Per \$1,000	\$20,000	\$2.00 Per \$1,000	\$20,000	\$ 3,000,001 - \$ 6,000,000	Flat Fee	\$40,000
Third \$10,000,000	\$1.50 Per \$1,000	\$15,000	\$1.50 Per \$1,000	\$15,000	\$ 6,000,001 - \$10,000,000	Flat Fee	\$50,000
Fourth \$10,000,000	\$1.25 Per \$1,000	\$12,500	\$1.25 Per \$1,000	\$12,500	Anything Above \$10,000,001	50,000 Flat Fee + \$1.25 Per \$1,000	\$_____
Anything Above \$50,000,000	\$ 1.00 Per \$1,000	\$_____	\$ 1.00 Per \$1,000	\$_____	N/A	N/A	N/A

1. The minimum fee shall be \$35,000 for new issues.
2. The fees above are in addition to actual expenses which shall be paid at cost and not exceed \$10,000.
3. Amendments or remarketings shall be charged and paid in accordance with the hourly rates set forth in **Exhibit "B"** to the Agreement for Legal Services, up to a maximum amount of \$15,000, unless an alternate fee arrangement is approved by the County Attorney or designee. Such fee shall be in addition to actual expenses which shall be paid at cost and not exceed \$3,000.

**EXHIBIT "B"**

**HOURLY COMPENSATION**

1. For special engagement services rendered and compensated on an hourly basis, Counsel's fee shall be based on the following hourly rates:

<b>Partners</b>	Actual Rate, not-to-exceed \$450 per hour
<b>Associates</b>	Actual Rate, not-to-exceed \$300 per hour
<b>Paralegals</b>	Actual Rate, not-to-exceed \$75 per hour

Where appropriate, a "not to exceed" or flat-fee sum shall be mutually agreed to for special engagement assignments.

## **EXHIBIT "C"**

### **REIMBURSABLE EXPENSES**

1. In addition to payment of the professional fees set forth in the attached **Schedules** and **Exhibit "B,"** County shall reimburse Counsel for out-of-pocket expenses reasonably incurred in the course of rendering such legal services, including costs of long distance calls, printing, costs of reproduction, and necessary travel expenses incurred in accordance with the requirements of Chapter 112, Florida Statutes. Counsel shall not charge for travel of attorneys between its offices so that it can provide the best available and most appropriate lawyer in any of its office locations for the issues involved.
2. Counsel shall submit invoices for expenses within sixty (60) days after the consummation of the transaction in which legal services were rendered. Each invoice shall include a signed statement identifying, in reasonable detail, all costs, expenses, vouchers, invoices, receipts, and other documentary evidence for expenditures for which reimbursement is sought as set forth below.
3. **REQUIREMENTS.**

The following requirements apply to the reimbursement of legal expenses:

- A. Counsel's federal employee identification number must be on all invoices submitted.
- B. No service, interest, or other charge of a like nature is to be imposed with regard to any item, invoice, or request. Counsel must be registered vendors with Broward County. Vendor registration is available on-line through County's Internet site, <http://www.broward.or/purchasing/vendorregistration.htm>. County's Sales Tax Exempt Number is 85-80139241140C-7. County's Federal Tax Exemption number is 59-6000531.
- C. Services rendered must be specifically and concisely identified.
- D. Names of persons performing services, hourly rates, and dates must be listed.
- E. Reimbursable expenses must be verified by attached receipts or copies thereof. (Receipts are required for all costs over \$5.00).
- F. Claims for mileage and meals cannot exceed the statutory allowance in Section 112.061, Florida Statutes. Meals and mileage cannot be charged unless Counsel has traveled outside the tri-county area consisting of Miami-Dade, Broward, and Palm Beach counties.

**EXHIBIT "C"**  
**-CONTINUED-**

- G. Claims for lodging at single rate occupancy (actual cost) must be substantiated by a paid bill or charge.
- H. Car rentals required for necessary travel should include compact or standard-size vehicles only.
- I. Common carrier travel shall be reimbursable at tourist or coach class fares only.
- J. Fax costs shall not be reimbursed.
- K. Legal Research costs (LexisNexis, Westlaw, etc.) shall not be reimbursed.