

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of May, 2016 ("Effective Date), by and between Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Bryant Miller Olive P.A., whose address is One Tampa City, Suite 2700, Tampa, Florida 33602 (hereinafter referred to as "Special Counsel"), collectively the Parties hereto. The Parties agree as follows:

1. The County hereby retains Special Counsel to perform all steps necessary to provide legal representation on behalf of the County in connection with Public Financing, and other related issues (collectively, "Legal Services"), all as directed by or coordinated with the County Attorney including but not limited to the following:
 - a. Consult with County staff in response to questions which may arise relating to outstanding bond issues of the County, including special districts or authorities of the County (collectively hereinafter the County).
 - b. Consult with County staff in response to legal issues raised in regard to state law and federal tax matters pertaining to proposed financings of the County.
 - c. If necessary and if requested, consult with and prepare revenue ruling requests from the United States Internal Revenue Service with regard to the application of federal taxes to various aspects of proposed County bond financings.
 - d. If necessary and if requested, consult with and prepare revenue ruling requests from the State Department of Revenue with regard to the application of state and local taxes to various aspects of proposed County bond financings.
 - e. If requested, prepare or assist in the preparation in bill form of legislation for consideration by the Legislature with respect to any bond matters of concern to the County, and in the furtherance of the passage of such special legislation, prepare all public notices and assist in the passage of the legislation in a form sufficient to achieve the purposes of the County.
 - f. Prepare all documents, including Trust Indentures and other relevant documents relating to financings of the County in cooperation with the County Attorney's Office, Financial Advisor Disclosure Counsel and/or underwriters.
 - g. Prepare validation pleadings, including the proposed Final Judgment, and if requested appear as attorneys of record with the County Attorney at the validation hearing.
 - h. If necessary and if requested, prepare all disclosure documents describing any bonds and summarizing the underlying documents, including assuming the responsibility insofar as such documents describe the financial circumstances of the offering or any other statistical projection or data.
 - i. Review all underwriting proposals, all closing documents and attend and assist in any closing, and attend, if requested, rating agency meetings and information meetings with regard to the sale of any bonds to the County.
 - j. Render such opinions in written form at the time any bonds are authenticated and delivered, which opinions will cover matters requested by the County.

- k. Perform such other legal services not specifically enumerated herein, as requested by the County Attorney.

Special Counsel may also be called upon to provide legal services for the County's conduit financing authorities as determined by such conduit authorities.

2. As compensation for the Special Counsel providing Legal Services to the County as described herein, the County shall pay Special Counsel as follows:

- a. Special Counsel's fees as listed in Exhibit "A," which is attached hereto and incorporated by reference herein. The maximum allowable amount of fees and costs charged for public finance related services pursuant to this Agreement shall not cumulatively exceed \$100,000.00 in any County fiscal year, for contingent flat fee bond fees, or any hourly charges, without the express written consent of the County.

- b. Any out-of-county travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement shall be approved by the County Attorney's Office in advance, and shall be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes, and all applicable policies and procedures established by the County. Such amounts are subject to the not to exceed amounts in paragraph a) above. No hourly special counsel fees may be charged for travel time.

- c. While the fees and costs for Bond Counsel services for conduit financing bond issues are paid by the borrower and are not the liability of the issuer, the parties recognize that the Special Counsel fees for services on behalf of the Pinellas County Industrial Development Authority (IDA) d/b/a the Pinellas County Economic Development Authority shall be subject to the fees schedule as listed in Exhibit "B," which is attached hereto and incorporated by reference herein. This is to enhance the benefits to the borrowers of Industrial Development Bond borrowers and is not to infer that these amounts will be paid by the County or the IDA.

3. The term of this Agreement shall begin on May 24, 2016, and remain in full force and effect until September 30, 2020, unless otherwise terminated or extended as provided herein. The term of this Agreement may be extended for up to two (2) twelve (12) month periods by mutual written agreement of the County and Special Counsel.

4. This Agreement may be terminated by the County or Special Counsel upon thirty (30) days written notice to the non-terminating party or as otherwise agreed among the Parties with shorter written notice. Notwithstanding the foregoing, in the event that sufficient funds are not appropriated by the Board of County Commissioners for any succeeding County fiscal year, this Agreement shall terminate on the last day of the then current fiscal year, without penalty or expense to the County. County shall promptly notify Special Counsel upon the occurrence of non-funding of this Agreement by the County governing body. Upon termination by either party, Special Counsel shall transfer all work in progress, completed work, and other materials related to the Legal Services to the County.

5. Special Counsel understands that the legal file created in this representation of the County is a public record, except to the extent it is temporarily exempt from disclosure under Chapter 119, Florida Statutes, and that Section 286.011, Florida Statutes, may apply to this provision of legal services pursuant to this Agreement.

6. Special Counsel represents that it has, or will secure at its own expense, all necessary personnel required to perform the legal services as required herein and that such persons shall be

qualified to perform the specialized legal services required under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the County unless approved by the County Attorney's Office. All personnel engaged in performing the legal services shall be fully qualified for the specialized legal services required under this Agreement and, if required, authorized or permitted under federal, state, and local law to perform such services.

7. The Rules Regulating the Florida Bar provide that common representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them. Special Counsel has disclosed to the County that they have, currently do and may in the future, serve as bond, or disclosure or other counsel to other local governments or otherwise act as underwriters' counsel on public finance matters in Florida. From time to time, Special Counsel may represent the firms which may underwrite the County's bonds, notes or other obligations (and other financial institutions hired by the County) on financings for other governmental entities in Florida on unrelated matters. In either case, such representations are standard and customary within the industry and Special Counsel can effectively represent the County and the discharge of the Special Counsel's professional responsibilities to the County will not be prejudiced as a result, either (I) because such engagements will be sufficiently different, or (II) because the potential for such prejudice is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter. The County expressly consents to such other public finance representations consistent with the circumstances herein described.

The County acknowledges and agrees that Special Counsel's role as bond counsel, or disclosure counsel, to any local governmental entity or financial institution or in conjunction with public finance transactions is not likely to create or cause any actual conflict, and service as disclosure counsel, or bond counsel will not *per se* be construed as a conflict or be objectionable to the County. The County has waived any conflicts inherent in Special Counsel's current representations of other entities as local government counsel, pursuant to the substantive principles contained in the conflict waiver letter between Special Counsel and the County dated November 16, 2012. The County hereby readopts such waiver, with the proviso that the references contained within that November 16, 2012 letter to the agreement dated October 12, 2010, are hereby agreed to be modified to refer to this Agreement. Except as provided herein, the County does not provide any additional waiver or consent to any representation for Special Counsel for any legal services. In the event that any representation for which the County has not specifically consented creates a conflict, Special Counsel agrees that it will either withdraw from representing one or both parties in accordance with the Rules Regulating the Florida Bar, or where applicable seek a waiver of such conflict in accordance with County procedure.

Special Counsel represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any matter with the performance of the Legal Services, as provided in the Rules Regulating The Florida Bar, in the standards set forth in Part III of Chapter 112, Florida Statutes, or the County Attorney's Office policy relating to Legal Representation of Multiple Clients, except as set forth by any applicable waiver. Special Counsel further represents that no person having a conflicting interest, as set forth herein, shall be employed by Special Counsel to perform the Legal Services.

8. Special Counsel and all its employees, agents, and servants are, and shall be, in the performance of the legal services under this Agreement, independent contractors and not an employee of the County. All persons engaged in the Legal Services performed by Special Counsel pursuant to this Agreement shall at all times, and in all places, be subject to Special Counsel's supervision and control. Special Counsel shall exercise direct control over the means and manner in which it and its employees, agents, and servants perform the Legal Services. Special Counsel does not have the power or authority to, and agrees that it will not attempt to, bind the County in any promise, agreement, or representation other than as specifically provided for in this Agreement. Special Counsel agrees to indemnify, defend and hold County harmless from any errors or omissions, or malpractice of the employees, agents, and servants of Special Counsel, regardless

of whether Special Counsel is insured for errors or omissions, or malpractice.

9. Special Counsel warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, ancestry, marital status, sexual orientation, or disability.

10. Special Counsel hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards and qualified to perform the specialized Legal Services required under this Agreement.

11. All notices of coordination required in this Agreement shall be sent by fax or mail to:

County Attorney
315 Court Street, 6th Floor
Clearwater, FL 33756
(as Representative of the County)

If sent to Special Counsel, the notice shall be mailed to:

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

12. The foregoing terms and conditions constitute the entire Agreement between the Parties hereto and any representation not contained herein shall be null and void and of no force or effect. Further, this Agreement may be amended only in writing upon mutual consent of the parties hereto.

[Signatures follow on succeeding page]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the day and year reflected in the first above written.

PINELLAS COUNTY, FLORIDA,
by and through its Board of County Commissioners

SPECIAL COUNSEL



By: [Signature] 5-24-14
Chairman Date

By: [Signature]
Name: Grace E. Dunlap, Esq.
Title: Managing Shareholder

ATTEST:
KEN BURKE Clerk of Court

By: [Signature]
Deputy Clerk

APPROVED AS TO FORM

By: [Signature]
Office of the County Attorney

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EXHIBIT A

**PROFESSIONAL FEES AND EXPENSES
FOR SPECIAL COUNSEL SERVICES**

A. For the services described in the scope of services (other than validation procedures and related appeals, for which the Firm shall be compensated in accordance with paragraph (b)), except as described below, the Firm shall be compensated for Bond Counsel services, at the time the bonds or notes are issued, at a contingent fee payable on bond closing (including all costs) equal to the following:

Minimum fee per issue \$15,000

Up to \$15 Million, per bond Minimum flat fee stated above \$15,000

\$15 to \$70 Million, per bond Minimum flat fee stated above for first \$15 million, plus \$1.00 per \$1,000 for the next \$55 million

Over \$70 Million, per bond, Minimum flat fee stated above for first \$15 million plus \$1.00 per \$1,000 for the next \$55 million, plus \$0.50 per \$1,000 for amount above \$70 million

B. The Firm shall also be available to provide the County with special counsel services which are unrelated to the specific issuance of a new debt or which consist of other extraordinary legal services identified and agreed to by the County and the Firm; such special counsel services shall be performed at the following rates:

Senior Partner	\$170/hour
Partner	\$170/hour
Of Counsel	\$170/hour
Associate	\$140/hour
Paralegal	No Charge

Invoices to the County for hourly legal services unrelated to specific issuance of a new debt shall be itemized and shall set forth the attorney, subject of the charge, the time applicable to the charge and the rate per hour. All costs shall be subsumed within the hourly fee charges. Upon mutual agreement, the County and the Firm may alternatively agree to a negotiated fee structure for services unrelated to the specific issuance of a new debt. At the County's request, special counsel services related to particular projects may be governed by the terms of individual work orders which shall be approved by the County in writing prior to commencement of work on such projects by the Firm.

C. The agreed to compensation will include all standard day-to-day administrative, overhead and internal expenses; including, but not limited to:

- the Firm's insurance premiums as required by this RFP
- support
- office supplies
- safety equipment
- consumables
- special presentations
- regular and certified postage
- computer/software/legal research charges
- equipment and usage
- telephone charges (local and long distance)
- emails
- electronic data transmission fees
- standard copier usage
- fax charges
- local travel

EXHIBIT B

AGREED STANDARD SPECIAL COUNSEL FEES FOR INDUSTRIAL REVENUE BONDS ISSUED THROUGH THE
PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

Special Counsel fees for bonds issued through the Industrial Development Authority are \$15,000 for the first \$1,000,000 plus \$4,000 for each additional \$1,000,000 or part thereof.

<u>Dollar Amount of Financing</u>	<u>Fee</u>
Up to \$1,000,000	\$15,000
\$1,000,000-\$2,000,000	\$19,000
\$2,000,000-\$3,000,000	\$23,000
\$3,000,000-\$4,000,000	\$27,000
\$4,000,000-\$5,000,000	\$31,000
\$5,000,000-\$6,000,000	\$35,000
\$6,000,000 and over	Negotiated with Borrower – Not less than \$35,000

IF THE BOND ISSUE NECESSITATES A LETTER OF CREDIT, THERE IS AN ADDITIONAL \$10,000 FEE.

The foregoing fees are for services only and do not include out-of-pocket expenses, which would be charged to the borrower of the funds bonded.