

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 August 23, 2022 ("Effective Date").

A. On April 12, 2022, the Office of the County Attorney issued a Request for Proposals for Bond Counsel ("RFP") in connection with the issuance and sale of bonds and notes, as well as the handling of other specialized financing instruments and transactions, and Counsel timely submitted a proposal pursuant to the RFP.

B. 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").

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, in joint venture with Marcelo Llorente, P.A., 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 County Attorney's determination as to 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 required work.

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 **Schedules A-1 through A-4** and **Exhibit B**, attached hereto and made a part hereof, unless otherwise specified in the Notice of Assignment. 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 (for services) or incurred (for expenses). 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.

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 ("Initial 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.

3.2. At the sole option of the County Attorney upon at least sixty (60) days' advance written notice to Counsel prior to the expiration of the then-current term of the Agreement, this Agreement may be extended, for up to two (2) additional one (1) year periods (each, an "Extension Term"), upon the same terms and conditions. The Initial Term and Extension Term(s) as described in this article are collectively referred to as the "Term."

3.3. Time is of the essence in performing the duties, obligations, and responsibilities required by 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. An erroneous termination for cause shall be considered a termination for convenience.

4.2. If this Agreement is terminated for convenience, Counsel shall be paid for any services performed to the date the Agreement is terminated, subject to any right of County to retain any sums otherwise due and payable. 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 that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Counsel of such termination in accordance with Section 4.1. 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.

4.3 In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

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, including the requirements of **Exhibit D** attached hereto and made a part hereof.

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 indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, 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, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Counsel, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Counsel shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered

necessary by the County Attorney, any sums due Counsel under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

8. Insurance.

8.1. Throughout the Term, Counsel shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit E in accordance with the terms and conditions of this article. Counsel shall maintain insurance coverage against claims relating to any act or omission by Counsel, its agents, representatives, employees, or subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Counsel shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit E on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of services, Counsel shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Counsel shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.4. Counsel shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Counsel has been completed, as determined by the County Attorney. Counsel or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be issued by insurers: (1) assigned an AM Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

8.6. If Counsel maintains broader coverage or higher limits than the insurance requirements stated in Exhibit E, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Counsel.

8.7. Counsel shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit E and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of services. Counsel shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Counsel to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Counsel agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Counsel agrees to obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Counsel waives any right to subrogation that any of Counsel's insurer may acquire against County, and agrees to obtain same in an endorsement of Counsel's insurance policies.

8.9. Counsel shall require that each subcontractor maintains insurance coverage that adequately covers the services provided by that subcontractor on substantially the same insurance terms and conditions required of Counsel under this article. Counsel shall ensure that all such subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the subcontractors' applicable insurance policies. Counsel shall not permit any subcontractor to provide services unless and until all applicable requirements of this article are satisfied.

8.10. If Counsel or any subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Counsel. If requested by County, Counsel shall provide, within one (1) business day, evidence of each subcontractor's compliance with this section.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit E, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Counsel must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit E.

9. Ownership of Documents. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Counsel in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Counsel hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work 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. Any compensation due to Counsel may be withheld until all Documents and

Work are received as provided in this Agreement. Counsel shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

10. Independent Contractor. Counsel is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services, 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 obligation 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, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Counsel represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Counsel represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes. 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.

11.4 Counsel represents that Counsel and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Counsel violates this section, County may immediately terminate this Agreement for cause and Counsel shall be liable for all costs incurred by County due to the termination.

11.5 Counsel represents and certifies that it and its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Counsel represents and

certifies that Counsel and its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

11.6 To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Counsel certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.7 Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances (“Act”), Counsel certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

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. 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. Notice and Payment Address. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Counsel. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR BROWARD COUNTY:

Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: ameyers@broward.org
aashton@broward.org

FOR COUNSEL:

JoLinda L. Herring
Bryant Miller Olive P.A.
SunTrust International Center, Suite 2200
Miami, Florida 33131
Email: jherring@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. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. 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. If 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

15.9. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Counsel.

15.10. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

15.11. Payable Interest.

15.11.1. Payment of Interest. Unless prohibited by applicable law, County shall not be liable for interest to Counsel for any reason, whether as prejudgment interest or for any other purpose, and Counsel waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

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, one quarter of one percent (0.25%) simple interest (uncompounded).

15.12. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits and Schedules are incorporated into and made a part of this Agreement.

15.13. Representation of Authority. Counsel represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Counsel, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Counsel has with any third party or violates applicable law. Counsel further represents and warrants that execution of this Agreement is within Counsel's legal powers, and each individual executing this Agreement on behalf of Counsel is duly authorized by all necessary and appropriate action to do so on behalf of Counsel 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.

15.15 Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

[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 _____, 2022, and COUNSEL, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of 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
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Annika E. Ashton (Date)
Deputy 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 __.

ACL/sr
Agreement for Legal Services
05/19/2022
608880v2

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, using ADA best practices for digital accessibility, 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 other legal opinions as required;
 9. Providing guidance, and reviewing and preparing documents, for the use of derivative products in connection with the issuance of bonds;

10. 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;
 11. Attending preclosings and closings;
 12. Providing continuing advice regarding any actions necessary to ensure that the interest on the bonds will continue to be tax-exempt;
 13. Providing continuing legal advice on issues relating to the sale and administration of the debt obligations;
 14. Preparing validation pleadings, and attending and representing County at validation hearings;
 15. Keeping County informed of rulings issued by federal and state regulatory agencies, including, but not limited to, the U.S. Securities Exchange Commissions, Internal Revenue Service, and Municipal Securities Rulemaking Board, that impact the issuance or administration of the bonds;
 16. Reviewing or preparing documentation associated with postclosing activities through maturity or redemption of the bonds;
 17. Assisting in postclosing regulatory investigations, actions, or matters involving transactions in which Counsel served as bond counsel;
 18. Services as special bond counsel from time to time on public finance matters involving the County;
 19. Adhering to all deadlines established by County for the review and preparation of documents; and
 20. 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**, unless approved in writing by the County Attorney or designee. 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, using ADA best practices for digital accessibility, 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, using ADA best practices for digital accessibility, bond purchase contracts and continuing disclosure agreements;
 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
 - 12. 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	
	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>
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	\$ 0.75 *	\$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	\$ 0.50 *	\$12,500	\$ 0.75 *	\$18,750	\$1.00 *	\$25,000	\$ 0.75 *	\$18,750	\$1.00 *	\$25,000	\$1.00 *	\$25,000
Fifth \$ 25,000,000	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$ 12,500	\$ 0.75 *	\$18,750	\$ 0.50 *	\$ 12,500	\$ 0.75 *	\$18,750	\$ 0.75 *	\$18,750
Sixth \$ 25,000,000	\$ 0.25 *	\$ 6,250	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$12,500	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$12,500	\$ 0.50 *	\$12,500
Anything Above \$150,000,000	\$ 0.20 *	\$ _____	\$ 0.20 *	\$ _____	\$ 0.30 *	\$ _____	\$ 0.20 *	\$ _____	\$ 0.25 *	\$ _____	\$ 0.30 *	\$ _____

*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	<u>Total Fee</u> \$40,000
Over \$5 million - \$10 million	Flat Fee	\$50,000
Anything Above \$10 million	\$50,000 Flat Fee + \$1.00 Per \$1,000 above \$10 million	\$_____

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 this Agreement.
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 this Agreement, 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 HOSPITAL BONDS OR NOTES		SIZE OF ISSUE	HEFA NON-HOSPITAL REVENUE BONDS OR NOTES	
First \$ 10,000,000	<u>Rate</u> \$2.20 Per \$1,000	<u>Maximum</u> \$22,000	First \$ 2,000,000	<u>Rate</u> Flat Fee	<u>Total Fee</u> \$27,500
Next \$ 15,000,000	\$2.00 Per Additional \$1,000	\$30,000	\$ 2,000,001 - \$ 3,000,000	Flat Fee	\$30,000
Next \$ 15,000,000	\$1.50 Per Additional \$1,000	\$22,500	\$ 3,000,001 - \$ 5,000,000	Flat Fee	\$32,500
Next \$ 15,000,000	\$1.35 Per Additional \$1,000	\$20,250	\$ 5,000,001 - \$10,000,000	Flat Fee	\$40,000
Next \$ 20,000,000	\$1.20 Per Additional \$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 Additional \$1,000	\$25,000	N/A	N/A	N/A
Anything Above \$100,000,000	\$ 0.75 Per Additional \$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 BONDS/NOTES		SIZE OF ISSUE	HFA SINGLE-FAMILY BONDS/NOTES	
Up to \$30,000,000	<u>Fee</u> Flat fee	<u>Maximum</u> \$55,000	Up to \$50,000,000	<u>Fee</u> Flat fee	<u>Maximum</u> \$67,500
Next \$15,000,000	\$1.50 Per Additional \$1,000 up to \$45,000,000	\$22,500	Next \$15,000,000	\$0.90 Per Additional \$1,000 up to \$75,000,000	\$13,500
Above \$45,000,000	\$1.25 Per Additional \$1,000 above \$45,000,000	\$_____	Above \$75,000,000	\$0.50 Per Additional \$1,000 Above \$75,000,000	\$139,500 (total transaction fee maximum)

1. The minimum fee shall be \$55,000 for multi-family new issues and \$67,500 for single-family new issues. An additional fee of \$10,000 will be included if bond counsel is required to draft real estate security documentation.
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:

Partners	Actual Rate, not-to-exceed \$450 per hour
Associates	Actual Rate, not-to-exceed \$300 per hour
Paralegals	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, <https://www.broward.org/Purchasing/Pages/Registration.aspx>. 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.

- 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.

EXHIBIT D

PUBLIC RECORDS

To the extent Counsel is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Counsel shall:

1. Keep and maintain public records required by County to perform the Services;
2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by applicable law;
3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and
4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Counsel or keep and maintain public records required by County to perform the services. If Counsel transfers the records to County, Counsel shall destroy any duplicate public records that are exempt or confidential and exempt. If Counsel keeps and maintains the public records, Counsel shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Counsel will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Counsel contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Counsel must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Counsel as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Counsel shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7600, ANNIKA E. ASHTON, AASHTON@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 423, FORT LAUDERDALE, FLORIDA 33301.

EXHIBIT E

INSURANCE COVERAGE REQUIREMENTS

Project: Bond Counsel Services

Agency: County Attorney

TYPE OF INSURANCE	ADDL INSR	SUBR. WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☐ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	 \$1,000,000	 \$2,000,000
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	 \$500,000	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
☒ WORKER'S COMPENSATION <i>Required if the vendor comes on-site to provide services.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$100,000	
☒ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim: *Maximum Deductible:	\$5,000,000 \$100,000	
☐ CRIME / EMPLOYEE DISHONESTY			Each Claim:		
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

CERTIFICATE HOLDER:

Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301


 Digitally signed by
 COLLEEN A. POUNALL
 Date: 2022.04.20
 16:17:51 -04'00'
 Risk Management Division

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 August 23, 2022 ("Effective Date").

A. On April 12, 2022, the Office of the County Attorney issued a Request for Proposals for Bond Counsel ("RFP") in connection with the issuance and sale of bonds and notes, as well as the handling of other specialized financing instruments and transactions, and Counsel timely submitted a proposal pursuant to the RFP.

B. 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").

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 County Attorney's determination as to 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 required work.

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 **Schedules A-1 through A-4** and **Exhibit B**, attached hereto and made a part hereof, unless otherwise specified in the Notice of Assignment. 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 (for services) or incurred (for expenses). 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.

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 ("Initial 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.

3.2. At the sole option of the County Attorney upon at least sixty (60) days' advance written notice to Counsel prior to the expiration of the then-current term of the Agreement, this Agreement may be extended, for up to two (2) additional one (1) year periods (each, an "Extension Term"), upon the same terms and conditions. The Initial Term and Extension Term(s) as described in this article are collectively referred to as the "Term."

3.3. Time is of the essence in performing the duties, obligations, and responsibilities required by 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. An erroneous termination for cause shall be considered a termination for convenience.

4.2. If this Agreement is terminated for convenience, Counsel shall be paid for any services performed to the date the Agreement is terminated, subject to any right of County to retain any sums otherwise due and payable. 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 that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Counsel of such termination in accordance with Section 4.1. 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.

4.3 In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

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, including the requirements of **Exhibit D** attached hereto and made a part hereof.

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 indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, 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, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Counsel, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Counsel shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered

necessary by the County Attorney, any sums due Counsel under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

8. Insurance.

8.1. Throughout the Term, Counsel shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit E in accordance with the terms and conditions of this article. Counsel shall maintain insurance coverage against claims relating to any act or omission by Counsel, its agents, representatives, employees, or subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Counsel shall ensure that “Broward County” is listed and endorsed as an additional insured as stated in Exhibit E on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of services, Counsel shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Counsel shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County’s request.

8.4. Counsel shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Counsel has been completed, as determined by the County Attorney. Counsel or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be issued by insurers: (1) assigned an AM Best rating of at least “A-” with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County’s Risk Management Division.

8.6. If Counsel maintains broader coverage or higher limits than the insurance requirements stated in Exhibit E, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Counsel.

8.7. Counsel shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit E and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of services. Counsel shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Counsel to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Counsel agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Counsel agrees to obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Counsel waives any right to subrogation that any of Counsel's insurer may acquire against County, and agrees to obtain same in an endorsement of Counsel's insurance policies.

8.9. Counsel shall require that each subcontractor maintains insurance coverage that adequately covers the services provided by that subcontractor on substantially the same insurance terms and conditions required of Counsel under this article. Counsel shall ensure that all such subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the subcontractors' applicable insurance policies. Counsel shall not permit any subcontractor to provide services unless and until all applicable requirements of this article are satisfied.

8.10. If Counsel or any subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Counsel. If requested by County, Counsel shall provide, within one (1) business day, evidence of each subcontractor's compliance with this section.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit E, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Counsel must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit E.

9. Ownership of Documents. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Counsel in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Counsel hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work 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. Any compensation due to Counsel may be withheld until all Documents and

Work are received as provided in this Agreement. Counsel shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

10. Independent Contractor. Counsel is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services, 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 obligation 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, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Counsel represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Counsel represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes. 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.

11.4 Counsel represents that Counsel and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Counsel violates this section, County may immediately terminate this Agreement for cause and Counsel shall be liable for all costs incurred by County due to the termination.

11.5 Counsel represents and certifies that it and its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Counsel represents and

certifies that Counsel and its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

11.6 To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Counsel certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.7 Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances (“Act”), Counsel certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

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. 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. **Notice and Payment Address.** In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Counsel. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR BROWARD COUNTY:

Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: ameyers@broward.org
aashton@broward.org

FOR COUNSEL:

Steve E. Bullock
Law Offices of Steve E. Bullock, P.A.
8910 Miramar Parkway, Suite 209
Miramar, Florida 33025
Email: sbullock@sebullocklaw.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. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. 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. If 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

15.9. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Counsel.

15.10. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

15.11. Payable Interest.

15.11.1. Payment of Interest. Unless prohibited by applicable law, County shall not be liable for interest to Counsel for any reason, whether as prejudgment interest or for any other purpose, and Counsel waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

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, one quarter of one percent (0.25%) simple interest (uncompounded).

15.12. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits and Schedules are incorporated into and made a part of this Agreement.

15.13. Representation of Authority. Counsel represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Counsel, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Counsel has with any third party or violates applicable law. Counsel further represents and warrants that execution of this Agreement is within Counsel's legal powers, and each individual executing this Agreement on behalf of Counsel is duly authorized by all necessary and appropriate action to do so on behalf of Counsel 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.

15.15 Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

[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 _____, 2022, and COUNSEL, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of 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
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Annika E. Ashton (Date)
Deputy 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 ____.

ACL/sr
Agreement for Legal Services
05/31/2022
608937v1

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, using ADA best practices for digital accessibility, 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 other legal opinions as required;
 9. Providing guidance, and reviewing and preparing documents, for the use of derivative products in connection with the issuance of bonds;

10. 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;
 11. Attending preclosings and closings;
 12. Providing continuing advice regarding any actions necessary to ensure that the interest on the bonds will continue to be tax-exempt;
 13. Providing continuing legal advice on issues relating to the sale and administration of the debt obligations;
 14. Preparing validation pleadings, and attending and representing County at validation hearings;
 15. Keeping County informed of rulings issued by federal and state regulatory agencies, including, but not limited to, the U.S. Securities Exchange Commissions, Internal Revenue Service, and Municipal Securities Rulemaking Board, that impact the issuance or administration of the bonds;
 16. Reviewing or preparing documentation associated with postclosing activities through maturity or redemption of the bonds;
 17. Assisting in postclosing regulatory investigations, actions, or matters involving transactions in which Counsel served as bond counsel;
 18. Services as special bond counsel from time to time on public finance matters involving the County;
 19. Adhering to all deadlines established by County for the review and preparation of documents; and
 20. 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**, unless approved in writing by the County Attorney or designee. 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, using ADA best practices for digital accessibility, 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, using ADA best practices for digital accessibility, bond purchase contracts and continuing disclosure agreements;
 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
 - 12. 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	
	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>
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	\$ 0.75 *	\$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	\$ 0.50 *	\$12,500	\$ 0.75 *	\$18,750	\$1.00 *	\$25,000	\$ 0.75 *	\$18,750	\$1.00 *	\$25,000	\$1.00 *	\$25,000
Fifth \$ 25,000,000	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$ 12,500	\$ 0.75 *	\$18,750	\$ 0.50 *	\$ 12,500	\$ 0.75 *	\$18,750	\$ 0.75 *	\$18,750
Sixth \$ 25,000,000	\$ 0.25 *	\$ 6,250	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$12,500	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$12,500	\$ 0.50 *	\$12,500
Anything Above \$150,000,000	\$ 0.20 *	\$ _____	\$ 0.20 *	\$ _____	\$ 0.30 *	\$ _____	\$ 0.20 *	\$ _____	\$ 0.25 *	\$ _____	\$ 0.30 *	\$ _____

*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	<u>Total Fee</u> \$40,000
Over \$5 million - \$10 million	Flat Fee	\$50,000
Anything Above \$10 million	\$50,000 Flat Fee + \$1.00 Per \$1,000 above \$10 million	\$_____

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 this Agreement.
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 this Agreement, 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 HOSPITAL BONDS OR NOTES		SIZE OF ISSUE	HEFA NON-HOSPITAL REVENUE BONDS OR NOTES	
First \$ 10,000,000	<u>Rate</u> \$2.20 Per \$1,000	<u>Maximum</u> \$22,000	First \$ 2,000,000	<u>Rate</u> Flat Fee	<u>Total Fee</u> \$27,500
Next \$ 15,000,000	\$2.00 Per Additional \$1,000	\$30,000	\$ 2,000,001 - \$ 3,000,000	Flat Fee	\$30,000
Next \$ 15,000,000	\$1.50 Per Additional \$1,000	\$22,500	\$ 3,000,001 - \$ 5,000,000	Flat Fee	\$32,500
Next \$ 15,000,000	\$1.35 Per Additional \$1,000	\$20,250	\$ 5,000,001 - \$10,000,000	Flat Fee	\$40,000
Next \$ 20,000,000	\$1.20 Per Additional \$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 Additional \$1,000	\$25,000	N/A	N/A	N/A
Anything Above \$100,000,000	\$ 0.75 Per Additional \$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 BONDS/NOTES		SIZE OF ISSUE	HFA SINGLE-FAMILY BONDS/NOTES	
Up to \$30,000,000	<u>Fee</u> Flat fee	<u>Maximum</u> \$55,000	Up to \$50,000,000	<u>Fee</u> Flat fee	<u>Maximum</u> \$67,500
Next \$15,000,000	\$1.50 Per Additional \$1,000 up to \$45,000,000	\$22,500	Next \$15,000,000	\$0.90 Per Additional \$1,000 up to \$75,000,000	\$13,500
Above \$45,000,000	\$1.25 Per Additional \$1,000 above \$45,000,000	\$_____	Above \$75,000,000	\$0.50 Per Additional \$1,000 Above \$75,000,000	\$139,500 (total transaction fee maximum)

1. The minimum fee shall be \$55,000 for multi-family new issues and \$67,500 for single-family new issues. An additional fee of \$10,000 will be included if bond counsel is required to draft real estate security documentation.
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:

Partners	Actual Rate, not-to-exceed \$450 per hour
Associates	Actual Rate, not-to-exceed \$300 per hour
Paralegals	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, <https://www.broward.org/Purchasing/Pages/Registration.aspx>. 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.

- 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.

EXHIBIT D

PUBLIC RECORDS

To the extent Counsel is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Counsel shall:

1. Keep and maintain public records required by County to perform the Services;
2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by applicable law;
3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and
4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Counsel or keep and maintain public records required by County to perform the services. If Counsel transfers the records to County, Counsel shall destroy any duplicate public records that are exempt or confidential and exempt. If Counsel keeps and maintains the public records, Counsel shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Counsel will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Counsel contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Counsel must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Counsel as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Counsel shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7600, ANNIKA E. ASHTON, AASHTON@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 423, FORT LAUDERDALE, FLORIDA 33301.

EXHIBIT E

INSURANCE COVERAGE REQUIREMENTS

Project: Bond Counsel Services

Agency: County Attorney

TYPE OF INSURANCE	ADDL INSR	SUBR. WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☐ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	 \$1,000,000 	 \$2,000,000
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	 \$500,000 	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
☒ WORKER'S COMPENSATION <i>Required if the vendor comes on-site to provide services.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$100,000	
☒ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim: *Maximum Deductible:	\$5,000,000 \$100,000	
☐ CRIME / EMPLOYEE DISHONESTY			Each Claim:		
<u>Description of Operations:</u> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

CERTIFICATE HOLDER:

Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301


 Digitally signed by
 COLLEEN A. POUNALL
 Date: 2022.04.20
 16:17:51 -04'00'
 Risk Management Division

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 August 23, 2022 ("Effective Date").

A. On April 12, 2022, the Office of the County Attorney issued a Request for Proposals for Bond Counsel ("RFP") in connection with the issuance and sale of bonds and notes, as well as the handling of other specialized financing instruments and transactions, and Counsel timely submitted a proposal pursuant to the RFP.

B. 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").

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, in joint venture with the Law Offices of Carol D. Ellis, P.A., 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 County Attorney's determination as to 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 required work.

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 **Schedules A-1 through A-4** and **Exhibit B**, attached hereto and made a part hereof, unless otherwise specified in the Notice of Assignment. 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 (for services) or incurred (for expenses). 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.

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 ("Initial 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.

3.2. At the sole option of the County Attorney upon at least sixty (60) days' advance written notice to Counsel prior to the expiration of the then-current term of the Agreement, this Agreement may be extended, for up to two (2) additional one (1) year periods (each, an "Extension Term"), upon the same terms and conditions. The Initial Term and Extension Term(s) as described in this article are collectively referred to as the "Term."

3.3. Time is of the essence in performing the duties, obligations, and responsibilities required by 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. An erroneous termination for cause shall be considered a termination for convenience.

4.2. If this Agreement is terminated for convenience, Counsel shall be paid for any services performed to the date the Agreement is terminated, subject to any right of County to retain any sums otherwise due and payable. 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 that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Counsel of such termination in accordance with Section 4.1. 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.

4.3 In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

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, including the requirements of **Exhibit D** attached hereto and made a part hereof.

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 indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, 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, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Counsel, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Counsel shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered

necessary by the County Attorney, any sums due Counsel under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

8. Insurance.

8.1. Throughout the Term, Counsel shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit E in accordance with the terms and conditions of this article. Counsel shall maintain insurance coverage against claims relating to any act or omission by Counsel, its agents, representatives, employees, or subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Counsel shall ensure that “Broward County” is listed and endorsed as an additional insured as stated in Exhibit E on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of services, Counsel shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Counsel shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County’s request.

8.4. Counsel shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Counsel has been completed, as determined by the County Attorney. Counsel or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be issued by insurers: (1) assigned an AM Best rating of at least “A-” with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County’s Risk Management Division.

8.6. If Counsel maintains broader coverage or higher limits than the insurance requirements stated in Exhibit E, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Counsel.

8.7. Counsel shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit E and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of services. Counsel shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Counsel to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Counsel agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Counsel agrees to obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Counsel waives any right to subrogation that any of Counsel's insurer may acquire against County, and agrees to obtain same in an endorsement of Counsel's insurance policies.

8.9. Counsel shall require that each subcontractor maintains insurance coverage that adequately covers the services provided by that subcontractor on substantially the same insurance terms and conditions required of Counsel under this article. Counsel shall ensure that all such subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the subcontractors' applicable insurance policies. Counsel shall not permit any subcontractor to provide services unless and until all applicable requirements of this article are satisfied.

8.10. If Counsel or any subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Counsel. If requested by County, Counsel shall provide, within one (1) business day, evidence of each subcontractor's compliance with this section.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit E, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Counsel must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit E.

9. Ownership of Documents. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Counsel in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Counsel hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work 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. Any compensation due to Counsel may be withheld until all Documents and

Work are received as provided in this Agreement. Counsel shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

10. Independent Contractor. Counsel is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services, 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 obligation 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, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Counsel represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Counsel represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes. 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.

11.4 Counsel represents that Counsel and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Counsel violates this section, County may immediately terminate this Agreement for cause and Counsel shall be liable for all costs incurred by County due to the termination.

11.5 Counsel represents and certifies that it and its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Counsel represents and

certifies that Counsel and its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

11.6 To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Counsel certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.7 Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances (“Act”), Counsel certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

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. 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. Notice and Payment Address. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Counsel. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR BROWARD COUNTY:

Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: ameyers@broward.org
aashton@broward.org

FOR COUNSEL:

Richard J. Miller
Locke Lord LLP
525 Okeechobee Boulevard, Suite 1600
West Palm Beach, FL 33401
Email: 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. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. 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. If 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

15.9. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Counsel.

15.10. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

15.11. Payable Interest.

15.11.1. Payment of Interest. Unless prohibited by applicable law, County shall not be liable for interest to Counsel for any reason, whether as prejudgment interest or for any other purpose, and Counsel waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

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, one quarter of one percent (0.25%) simple interest (uncompounded).

15.12. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits and Schedules are incorporated into and made a part of this Agreement.

15.13. Representation of Authority. Counsel represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Counsel, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Counsel has with any third party or violates applicable law. Counsel further represents and warrants that execution of this Agreement is within Counsel's legal powers, and each individual executing this Agreement on behalf of Counsel is duly authorized by all necessary and appropriate action to do so on behalf of Counsel 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.

15.15 Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

[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 _____, 2022, and COUNSEL, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of 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
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Annika E. Ashton (Date)
Deputy County Attorney

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

COUNSEL

LOCKE LORD LLP

By _____

Print Name: _____

Title: _____

___ day of _____, 20 ____.

ACL/sr
Agreement for Legal Services
05/19/2022
608919v1

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, using ADA best practices for digital accessibility, 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 other legal opinions as required;
 9. Providing guidance, and reviewing and preparing documents, for the use of derivative products in connection with the issuance of bonds;

10. 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;
 11. Attending preclosings and closings;
 12. Providing continuing advice regarding any actions necessary to ensure that the interest on the bonds will continue to be tax-exempt;
 13. Providing continuing legal advice on issues relating to the sale and administration of the debt obligations;
 14. Preparing validation pleadings, and attending and representing County at validation hearings;
 15. Keeping County informed of rulings issued by federal and state regulatory agencies, including, but not limited to, the U.S. Securities Exchange Commissions, Internal Revenue Service, and Municipal Securities Rulemaking Board, that impact the issuance or administration of the bonds;
 16. Reviewing or preparing documentation associated with postclosing activities through maturity or redemption of the bonds;
 17. Assisting in postclosing regulatory investigations, actions, or matters involving transactions in which Counsel served as bond counsel;
 18. Services as special bond counsel from time to time on public finance matters involving the County;
 19. Adhering to all deadlines established by County for the review and preparation of documents; and
 20. 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**, unless approved in writing by the County Attorney or designee. 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, using ADA best practices for digital accessibility, 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, using ADA best practices for digital accessibility, bond purchase contracts and continuing disclosure agreements;
 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
 - 12. 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	
	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>
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	\$ 0.75 *	\$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	\$ 0.50 *	\$12,500	\$ 0.75 *	\$18,750	\$1.00 *	\$25,000	\$ 0.75 *	\$18,750	\$1.00 *	\$25,000	\$1.00 *	\$25,000
Fifth \$ 25,000,000	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$ 12,500	\$ 0.75 *	\$18,750	\$ 0.50 *	\$ 12,500	\$ 0.75 *	\$18,750	\$ 0.75 *	\$18,750
Sixth \$ 25,000,000	\$ 0.25 *	\$ 6,250	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$12,500	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$12,500	\$ 0.50 *	\$12,500
Anything Above \$150,000,000	\$ 0.20 *	\$ _____	\$ 0.20 *	\$ _____	\$ 0.30 *	\$ _____	\$ 0.20 *	\$ _____	\$ 0.25 *	\$ _____	\$ 0.30 *	\$ _____

*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	<u>Total Fee</u> \$40,000
Over \$5 million - \$10 million	Flat Fee	\$50,000
Anything Above \$10 million	\$50,000 Flat Fee + \$1.00 Per \$1,000 above \$10 million	\$_____

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 this Agreement.
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 this Agreement, 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 HOSPITAL BONDS OR NOTES		SIZE OF ISSUE	HEFA NON-HOSPITAL REVENUE BONDS OR NOTES	
First \$ 10,000,000	<u>Rate</u> \$2.20 Per \$1,000	<u>Maximum</u> \$22,000	First \$ 2,000,000	<u>Rate</u> Flat Fee	<u>Total Fee</u> \$27,500
Next \$ 15,000,000	\$2.00 Per Additional \$1,000	\$30,000	\$ 2,000,001 - \$ 3,000,000	Flat Fee	\$30,000
Next \$ 15,000,000	\$1.50 Per Additional \$1,000	\$22,500	\$ 3,000,001 - \$ 5,000,000	Flat Fee	\$32,500
Next \$ 15,000,000	\$1.35 Per Additional \$1,000	\$20,250	\$ 5,000,001 - \$10,000,000	Flat Fee	\$40,000
Next \$ 20,000,000	\$1.20 Per Additional \$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 Additional \$1,000	\$25,000	N/A	N/A	N/A
Anything Above \$100,000,000	\$ 0.75 Per Additional \$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 BONDS/NOTES		SIZE OF ISSUE	HFA SINGLE-FAMILY BONDS/NOTES	
Up to \$30,000,000	<u>Fee</u> Flat fee	<u>Maximum</u> \$55,000	Up to \$50,000,000	<u>Fee</u> Flat fee	<u>Maximum</u> \$67,500
Next \$15,000,000	\$1.50 Per Additional \$1,000 up to \$45,000,000	\$22,500	Next \$15,000,000	\$0.90 Per Additional \$1,000 up to \$75,000,000	\$13,500
Above \$45,000,000	\$1.25 Per Additional \$1,000 above \$45,000,000	\$_____	Above \$75,000,000	\$0.50 Per Additional \$1,000 Above \$75,000,000	\$139,500 (total transaction fee maximum)

1. The minimum fee shall be \$55,000 for multi-family new issues and \$67,500 for single-family new issues. An additional fee of \$10,000 will be included if bond counsel is required to draft real estate security documentation.
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:

Partners	Actual Rate, not-to-exceed \$450 per hour
Associates	Actual Rate, not-to-exceed \$300 per hour
Paralegals	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, <https://www.broward.org/Purchasing/Pages/Registration.aspx>. 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.

- 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.

EXHIBIT D

PUBLIC RECORDS

To the extent Counsel is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Counsel shall:

1. Keep and maintain public records required by County to perform the Services;
2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by applicable law;
3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and
4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Counsel or keep and maintain public records required by County to perform the services. If Counsel transfers the records to County, Counsel shall destroy any duplicate public records that are exempt or confidential and exempt. If Counsel keeps and maintains the public records, Counsel shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Counsel will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Counsel contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Counsel must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Counsel as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Counsel shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7600, ANNIKA E. ASHTON, AASHTON@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 423, FORT LAUDERDALE, FLORIDA 33301.

EXHIBIT E

INSURANCE COVERAGE REQUIREMENTS

Project: Bond Counsel Services

Agency: County Attorney

TYPE OF INSURANCE	ADDL INSR	SUBR. WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☐ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	 \$1,000,000 	 \$2,000,000
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	 \$500,000 	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
☒ WORKER'S COMPENSATION <i>Required if the vendor comes on-site to provide services.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$100,000	
☒ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim: *Maximum Deductible:	\$5,000,000 \$100,000	
☐ CRIME / EMPLOYEE DISHONESTY			Each Claim:		
<u>Description of Operations:</u> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

CERTIFICATE HOLDER:

Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301


 Digitally signed by
 COLLEEN A. POUNALL
 Date: 2022.04.20
 16:17:51 -04'00'
 Risk Management Division

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 August 23, 2022 (“Effective Date”).

A. On April 12, 2022, the Office of the County Attorney issued a Request for Proposals for Bond Counsel (“RFP”) in connection with the issuance and sale of bonds and notes, as well as the handling of other specialized financing instruments and transactions, and Counsel timely submitted a proposal pursuant to the RFP.

B. 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”).

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, in joint venture with Manuel Alonso-Poch, P.A., 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 County Attorney’s determination as to 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 required work.

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 **Schedules A-1 through A-4** and **Exhibit B**, attached hereto and made a part hereof, unless otherwise specified in the Notice of Assignment. 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 (for services) or incurred (for expenses). 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.

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 ("Initial 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.

3.2. At the sole option of the County Attorney upon at least sixty (60) days' advance written notice to Counsel prior to the expiration of the then-current term of the Agreement, this Agreement may be extended, for up to two (2) additional one (1) year periods (each, an "Extension Term"), upon the same terms and conditions. The Initial Term and Extension Term(s) as described in this article are collectively referred to as the "Term."

3.3. Time is of the essence in performing the duties, obligations, and responsibilities required by 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. An erroneous termination for cause shall be considered a termination for convenience.

4.2. If this Agreement is terminated for convenience, Counsel shall be paid for any services performed to the date the Agreement is terminated, subject to any right of County to retain any sums otherwise due and payable. 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 that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Counsel of such termination in accordance with Section 4.1. 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.

4.3 In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

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, including the requirements of **Exhibit D** attached hereto and made a part hereof.

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 indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, 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, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Counsel, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Counsel shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered

necessary by the County Attorney, any sums due Counsel under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

8. Insurance.

8.1. Throughout the Term, Counsel shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit E in accordance with the terms and conditions of this article. Counsel shall maintain insurance coverage against claims relating to any act or omission by Counsel, its agents, representatives, employees, or subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Counsel shall ensure that “Broward County” is listed and endorsed as an additional insured as stated in Exhibit E on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of services, Counsel shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Counsel shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County’s request.

8.4. Counsel shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Counsel has been completed, as determined by the County Attorney. Counsel or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be issued by insurers: (1) assigned an AM Best rating of at least “A-” with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County’s Risk Management Division.

8.6. If Counsel maintains broader coverage or higher limits than the insurance requirements stated in Exhibit E, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Counsel.

8.7. Counsel shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit E and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of services. Counsel shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Counsel to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Counsel agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Counsel agrees to obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Counsel waives any right to subrogation that any of Counsel's insurer may acquire against County, and agrees to obtain same in an endorsement of Counsel's insurance policies.

8.9. Counsel shall require that each subcontractor maintains insurance coverage that adequately covers the services provided by that subcontractor on substantially the same insurance terms and conditions required of Counsel under this article. Counsel shall ensure that all such subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the subcontractors' applicable insurance policies. Counsel shall not permit any subcontractor to provide services unless and until all applicable requirements of this article are satisfied.

8.10. If Counsel or any subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Counsel. If requested by County, Counsel shall provide, within one (1) business day, evidence of each subcontractor's compliance with this section.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit E, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Counsel must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit E.

9. Ownership of Documents. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Counsel in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Counsel hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work 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. Any compensation due to Counsel may be withheld until all Documents and

Work are received as provided in this Agreement. Counsel shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

10. Independent Contractor. Counsel is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services, 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 obligation 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, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Counsel represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Counsel represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes. 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.

11.4 Counsel represents that Counsel and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Counsel violates this section, County may immediately terminate this Agreement for cause and Counsel shall be liable for all costs incurred by County due to the termination.

11.5 Counsel represents and certifies that it and its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Counsel represents and

certifies that Counsel and its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

11.6 To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Counsel certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.7 Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances (“Act”), Counsel certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

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. 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. **Notice and Payment Address.** In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Counsel. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR BROWARD COUNTY:

Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: ameyers@broward.org
aashton@broward.org

FOR COUNSEL:

L. Thomas Giblin, Esquire
Nabors, Giblin & Nickerson, P.A.
2502 Rocky Point Drive
The Pointe, Suite 1060
Tampa, Florida 33607
Email: 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. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. 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. If 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

15.9. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Counsel.

15.10. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

15.11. Payable Interest.

15.11.1. Payment of Interest. Unless prohibited by applicable law, County shall not be liable for interest to Counsel for any reason, whether as prejudgment interest or for any other purpose, and Counsel waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

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, one quarter of one percent (0.25%) simple interest (uncompounded).

15.12. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits and Schedules are incorporated into and made a part of this Agreement.

15.13. Representation of Authority. Counsel represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Counsel, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Counsel has with any third party or violates applicable law. Counsel further represents and warrants that execution of this Agreement is within Counsel's legal powers, and each individual executing this Agreement on behalf of Counsel is duly authorized by all necessary and appropriate action to do so on behalf of Counsel 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.

15.15 Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

[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 _____, 2022, and COUNSEL, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of 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
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Annika E. Ashton (Date)
Deputy 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 ___.

ACL/sr
Agreement for Legal Services
05/19/2022
608920v1

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, using ADA best practices for digital accessibility, 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 other legal opinions as required;
 9. Providing guidance, and reviewing and preparing documents, for the use of derivative products in connection with the issuance of bonds;

10. 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;
 11. Attending preclosings and closings;
 12. Providing continuing advice regarding any actions necessary to ensure that the interest on the bonds will continue to be tax-exempt;
 13. Providing continuing legal advice on issues relating to the sale and administration of the debt obligations;
 14. Preparing validation pleadings, and attending and representing County at validation hearings;
 15. Keeping County informed of rulings issued by federal and state regulatory agencies, including, but not limited to, the U.S. Securities Exchange Commissions, Internal Revenue Service, and Municipal Securities Rulemaking Board, that impact the issuance or administration of the bonds;
 16. Reviewing or preparing documentation associated with postclosing activities through maturity or redemption of the bonds;
 17. Assisting in postclosing regulatory investigations, actions, or matters involving transactions in which Counsel served as bond counsel;
 18. Services as special bond counsel from time to time on public finance matters involving the County;
 19. Adhering to all deadlines established by County for the review and preparation of documents; and
 20. 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**, unless approved in writing by the County Attorney or designee. 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, using ADA best practices for digital accessibility, 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, using ADA best practices for digital accessibility, bond purchase contracts and continuing disclosure agreements;
 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
 12. 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	
	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>
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	\$ 0.75 *	\$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	\$ 0.50 *	\$12,500	\$ 0.75 *	\$18,750	\$1.00 *	\$25,000	\$ 0.75 *	\$18,750	\$1.00 *	\$25,000	\$1.00 *	\$25,000
Fifth \$ 25,000,000	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$ 12,500	\$ 0.75 *	\$18,750	\$ 0.50 *	\$ 12,500	\$ 0.75 *	\$18,750	\$ 0.75 *	\$18,750
Sixth \$ 25,000,000	\$ 0.25 *	\$ 6,250	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$12,500	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$12,500	\$ 0.50 *	\$12,500
Anything Above \$150,000,000	\$ 0.20 *	\$ _____	\$ 0.20 *	\$ _____	\$ 0.30 *	\$ _____	\$ 0.20 *	\$ _____	\$ 0.25 *	\$ _____	\$ 0.30 *	\$ _____

*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	<u>Total Fee</u> \$40,000
Over \$5 million - \$10 million	Flat Fee	\$50,000
Anything Above \$10 million	\$50,000 Flat Fee + \$1.00 Per \$1,000 above \$10 million	\$_____

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 this Agreement.
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 this Agreement, 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 HOSPITAL BONDS OR NOTES		SIZE OF ISSUE	HEFA NON-HOSPITAL REVENUE BONDS OR NOTES	
First \$ 10,000,000	<u>Rate</u> \$2.20 Per \$1,000	<u>Maximum</u> \$22,000	First \$ 2,000,000	<u>Rate</u> Flat Fee	<u>Total Fee</u> \$27,500
Next \$ 15,000,000	\$2.00 Per Additional \$1,000	\$30,000	\$ 2,000,001 - \$ 3,000,000	Flat Fee	\$30,000
Next \$ 15,000,000	\$1.50 Per Additional \$1,000	\$22,500	\$ 3,000,001 - \$ 5,000,000	Flat Fee	\$32,500
Next \$ 15,000,000	\$1.35 Per Additional \$1,000	\$20,250	\$ 5,000,001 - \$10,000,000	Flat Fee	\$40,000
Next \$ 20,000,000	\$1.20 Per Additional \$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 Additional \$1,000	\$25,000	N/A	N/A	N/A
Anything Above \$100,000,000	\$ 0.75 Per Additional \$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 BONDS/NOTES		SIZE OF ISSUE	HFA SINGLE-FAMILY BONDS/NOTES	
Up to \$30,000,000	<u>Fee</u> Flat fee	<u>Maximum</u> \$55,000	Up to \$50,000,000	<u>Fee</u> Flat fee	<u>Maximum</u> \$67,500
Next \$15,000,000	\$1.50 Per Additional \$1,000 up to \$45,000,000	\$22,500	Next \$15,000,000	\$0.90 Per Additional \$1,000 up to \$75,000,000	\$13,500
Above \$45,000,000	\$1.25 Per Additional \$1,000 above \$45,000,000	\$_____	Above \$75,000,000	\$0.50 Per Additional \$1,000 Above \$75,000,000	\$139,500 (total transaction fee maximum)

1. The minimum fee shall be \$55,000 for multi-family new issues and \$67,500 for single-family new issues. An additional fee of \$10,000 will be included if bond counsel is required to draft real estate security documentation.
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:

Partners	Actual Rate, not-to-exceed \$450 per hour
Associates	Actual Rate, not-to-exceed \$300 per hour
Paralegals	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, <https://www.broward.org/Purchasing/Pages/Registration.aspx>. 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.

- 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.

EXHIBIT D

PUBLIC RECORDS

To the extent Counsel is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Counsel shall:

1. Keep and maintain public records required by County to perform the Services;
2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by applicable law;
3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and
4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Counsel or keep and maintain public records required by County to perform the services. If Counsel transfers the records to County, Counsel shall destroy any duplicate public records that are exempt or confidential and exempt. If Counsel keeps and maintains the public records, Counsel shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Counsel will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Counsel contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Counsel must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Counsel as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Counsel shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7600, ANNIKA E. ASHTON, AASHTON@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 423, FORT LAUDERDALE, FLORIDA 33301.

EXHIBIT E

INSURANCE COVERAGE REQUIREMENTS

Project: Bond Counsel Services

Agency: County Attorney

TYPE OF INSURANCE	ADDL INSR	SUBR. WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☐ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	 \$1,000,000	 \$2,000,000
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	 \$500,000	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
☒ WORKER'S COMPENSATION <i>Required if the vendor comes on-site to provide services.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$100,000	
☒ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim: *Maximum Deductible:	\$5,000,000 \$100,000	
☐ CRIME / EMPLOYEE DISHONESTY			Each Claim:		
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

CERTIFICATE HOLDER:

Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301


 Digitally signed by
 COLLEEN A. POUNALL
 Date: 2022.04.20
 16:17:51 -04'00'
 Risk Management Division

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 August 23, 2022 ("Effective Date").

A. On April 12, 2022, the Office of the County Attorney issued a Request for Proposals for Bond Counsel ("RFP") in connection with the issuance and sale of bonds and notes, as well as the handling of other specialized financing instruments and transactions, and Counsel timely submitted a proposal pursuant to the RFP.

B. 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").

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 County Attorney's determination as to 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 required work.

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 **Schedules A-1 through A-4** and **Exhibit B**, attached hereto and made a part hereof, unless otherwise specified in the Notice of Assignment. 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 (for services) or incurred (for expenses). 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.

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 ("Initial 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.

3.2. At the sole option of the County Attorney upon at least sixty (60) days' advance written notice to Counsel prior to the expiration of the then-current term of the Agreement, this Agreement may be extended, for up to two (2) additional one (1) year periods (each, an "Extension Term"), upon the same terms and conditions. The Initial Term and Extension Term(s) as described in this article are collectively referred to as the "Term."

3.3. Time is of the essence in performing the duties, obligations, and responsibilities required by 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. An erroneous termination for cause shall be considered a termination for convenience.

4.2. If this Agreement is terminated for convenience, Counsel shall be paid for any services performed to the date the Agreement is terminated, subject to any right of County to retain any sums otherwise due and payable. 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 that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Counsel of such termination in accordance with Section 4.1. 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.

4.3 In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

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, including the requirements of **Exhibit D** attached hereto and made a part hereof.

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 indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, 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, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Counsel, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Counsel shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered

necessary by the County Attorney, any sums due Counsel under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

8. Insurance.

8.1. Throughout the Term, Counsel shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit E in accordance with the terms and conditions of this article. Counsel shall maintain insurance coverage against claims relating to any act or omission by Counsel, its agents, representatives, employees, or subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Counsel shall ensure that “Broward County” is listed and endorsed as an additional insured as stated in Exhibit E on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of services, Counsel shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Counsel shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County’s request.

8.4. Counsel shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Counsel has been completed, as determined by the County Attorney. Counsel or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be issued by insurers: (1) assigned an AM Best rating of at least “A-” with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County’s Risk Management Division.

8.6. If Counsel maintains broader coverage or higher limits than the insurance requirements stated in Exhibit E, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Counsel.

8.7. Counsel shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit E and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of services. Counsel shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Counsel to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Counsel agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Counsel agrees to obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Counsel waives any right to subrogation that any of Counsel's insurer may acquire against County, and agrees to obtain same in an endorsement of Counsel's insurance policies.

8.9. Counsel shall require that each subcontractor maintains insurance coverage that adequately covers the services provided by that subcontractor on substantially the same insurance terms and conditions required of Counsel under this article. Counsel shall ensure that all such subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the subcontractors' applicable insurance policies. Counsel shall not permit any subcontractor to provide services unless and until all applicable requirements of this article are satisfied.

8.10. If Counsel or any subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Counsel. If requested by County, Counsel shall provide, within one (1) business day, evidence of each subcontractor's compliance with this section.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit E, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Counsel must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit E.

9. Ownership of Documents. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Counsel in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Counsel hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work 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. Any compensation due to Counsel may be withheld until all Documents and

Work are received as provided in this Agreement. Counsel shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

10. Independent Contractor. Counsel is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services, 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 obligation 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, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Counsel represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Counsel represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes. 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.

11.4 Counsel represents that Counsel and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Counsel violates this section, County may immediately terminate this Agreement for cause and Counsel shall be liable for all costs incurred by County due to the termination.

11.5 Counsel represents and certifies that it and its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Counsel represents and

certifies that Counsel and its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

11.6 To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Counsel certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.7 Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances (“Act”), Counsel certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

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. 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. Notice and Payment Address. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Counsel. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR BROWARD COUNTY:

Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: ameyers@broward.org
aashton@broward.org

FOR COUNSEL:

Douglas M. Seaton, Esquire
D. Seaton and Associates, P.A.
3318 Bradenham Lane
Davie, FL 33328
Email: dseaton@dseatonaa.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. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. 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. If 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

15.9. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Counsel.

15.10. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

15.11. Payable Interest.

15.11.1. Payment of Interest. Unless prohibited by applicable law, County shall not be liable for interest to Counsel for any reason, whether as prejudgment interest or for any other purpose, and Counsel waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

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, one quarter of one percent (0.25%) simple interest (uncompounded).

15.12. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits and Schedules are incorporated into and made a part of this Agreement.

15.13. Representation of Authority. Counsel represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Counsel, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Counsel has with any third party or violates applicable law. Counsel further represents and warrants that execution of this Agreement is within Counsel's legal powers, and each individual executing this Agreement on behalf of Counsel is duly authorized by all necessary and appropriate action to do so on behalf of Counsel 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.

15.15 Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

[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 _____, 2022, and COUNSEL, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of 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
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Annika E. Ashton (Date)
Deputy 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 __.

ACL/sr
Agreement for Legal Services
05/20/2022
608936v1

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, using ADA best practices for digital accessibility, 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 other legal opinions as required;
 9. Providing guidance, and reviewing and preparing documents, for the use of derivative products in connection with the issuance of bonds;

10. 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;
 11. Attending preclosings and closings;
 12. Providing continuing advice regarding any actions necessary to ensure that the interest on the bonds will continue to be tax-exempt;
 13. Providing continuing legal advice on issues relating to the sale and administration of the debt obligations;
 14. Preparing validation pleadings, and attending and representing County at validation hearings;
 15. Keeping County informed of rulings issued by federal and state regulatory agencies, including, but not limited to, the U.S. Securities Exchange Commissions, Internal Revenue Service, and Municipal Securities Rulemaking Board, that impact the issuance or administration of the bonds;
 16. Reviewing or preparing documentation associated with postclosing activities through maturity or redemption of the bonds;
 17. Assisting in postclosing regulatory investigations, actions, or matters involving transactions in which Counsel served as bond counsel;
 18. Services as special bond counsel from time to time on public finance matters involving the County;
 19. Adhering to all deadlines established by County for the review and preparation of documents; and
 20. 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**, unless approved in writing by the County Attorney or designee. 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, using ADA best practices for digital accessibility, 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, using ADA best practices for digital accessibility, bond purchase contracts and continuing disclosure agreements;
 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
 - 12. 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	
	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>
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	\$ 0.75 *	\$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	\$ 0.50 *	\$12,500	\$ 0.75 *	\$18,750	\$1.00 *	\$25,000	\$ 0.75 *	\$18,750	\$1.00 *	\$25,000	\$1.00 *	\$25,000
Fifth \$ 25,000,000	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$ 12,500	\$ 0.75 *	\$18,750	\$ 0.50 *	\$ 12,500	\$ 0.75 *	\$18,750	\$ 0.75 *	\$18,750
Sixth \$ 25,000,000	\$ 0.25 *	\$ 6,250	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$12,500	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$12,500	\$ 0.50 *	\$12,500
Anything Above \$150,000,000	\$ 0.20 *	\$ _____	\$ 0.20 *	\$ _____	\$ 0.30 *	\$ _____	\$ 0.20 *	\$ _____	\$ 0.25 *	\$ _____	\$ 0.30 *	\$ _____

*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	<u>Total Fee</u> \$40,000
Over \$5 million - \$10 million	Flat Fee	\$50,000
Anything Above \$10 million	\$50,000 Flat Fee + \$1.00 Per \$1,000 above \$10 million	\$_____

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 this Agreement.
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 this Agreement, 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 HOSPITAL BONDS OR NOTES		SIZE OF ISSUE	HEFA NON-HOSPITAL REVENUE BONDS OR NOTES	
First \$ 10,000,000	<u>Rate</u> \$2.20 Per \$1,000	<u>Maximum</u> \$22,000	First \$ 2,000,000	<u>Rate</u> Flat Fee	<u>Total Fee</u> \$27,500
Next \$ 15,000,000	\$2.00 Per Additional \$1,000	\$30,000	\$ 2,000,001 - \$ 3,000,000	Flat Fee	\$30,000
Next \$ 15,000,000	\$1.50 Per Additional \$1,000	\$22,500	\$ 3,000,001 - \$ 5,000,000	Flat Fee	\$32,500
Next \$ 15,000,000	\$1.35 Per Additional \$1,000	\$20,250	\$ 5,000,001 - \$10,000,000	Flat Fee	\$40,000
Next \$ 20,000,000	\$1.20 Per Additional \$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 Additional \$1,000	\$25,000	N/A	N/A	N/A
Anything Above \$100,000,000	\$ 0.75 Per Additional \$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 BONDS/NOTES		SIZE OF ISSUE	HFA SINGLE-FAMILY BONDS/NOTES	
Up to \$30,000,000	<u>Fee</u> Flat fee	<u>Maximum</u> \$55,000	Up to \$50,000,000	<u>Fee</u> Flat fee	<u>Maximum</u> \$67,500
Next \$15,000,000	\$1.50 Per Additional \$1,000 up to \$45,000,000	\$22,500	Next \$15,000,000	\$0.90 Per Additional \$1,000 up to \$75,000,000	\$13,500
Above \$45,000,000	\$1.25 Per Additional \$1,000 above \$45,000,000	\$_____	Above \$75,000,000	\$0.50 Per Additional \$1,000 Above \$75,000,000	\$139,500 (total transaction fee maximum)

1. The minimum fee shall be \$55,000 for multi-family new issues and \$67,500 for single-family new issues. An additional fee of \$10,000 will be included if bond counsel is required to draft real estate security documentation.
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:

Partners	Actual Rate, not-to-exceed \$450 per hour
Associates	Actual Rate, not-to-exceed \$300 per hour
Paralegals	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, <https://www.broward.org/Purchasing/Pages/Registration.aspx>. 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.

- 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.

EXHIBIT D

PUBLIC RECORDS

To the extent Counsel is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Counsel shall:

1. Keep and maintain public records required by County to perform the Services;
2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by applicable law;
3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and
4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Counsel or keep and maintain public records required by County to perform the services. If Counsel transfers the records to County, Counsel shall destroy any duplicate public records that are exempt or confidential and exempt. If Counsel keeps and maintains the public records, Counsel shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Counsel will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Counsel contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Counsel must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Counsel as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Counsel shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7600, ANNIKA E. ASHTON, AASHTON@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 423, FORT LAUDERDALE, FLORIDA 33301.

EXHIBIT E

INSURANCE COVERAGE REQUIREMENTS

Project: Bond Counsel Services

Agency: County Attorney

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☐ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
☒ WORKER'S COMPENSATION <i>Required if the vendor comes on-site to provide services.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$100,000	
☒ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim:	\$5,000,000	
			*Maximum Deductible:	\$100,000	
☐ CRIME / EMPLOYEE DISHONESTY			Each Claim:		
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

CERTIFICATE HOLDER:

Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301


 Digitally signed by
 COLLEEN A. POUNALL
 Date: 2022.04.20
 16:17:51 -04'00'
 Risk Management Division

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 August 23, 2022 ("Effective Date").

A. On April 12, 2022, the Office of the County Attorney issued a Request for Proposals for Bond Counsel ("RFP") in connection with the issuance and sale of bonds and notes, as well as the handling of other specialized financing instruments and transactions, and Counsel timely submitted a proposal pursuant to the RFP.

B. 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").

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, in joint venture with the Law Office of Perry Thurston, Jr., P.A., 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 County Attorney's determination as to 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 required work.

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 **Schedules A-1 through A-4** and **Exhibit B**, attached hereto and made a part hereof, unless otherwise specified in the Notice of Assignment. 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 (for services) or incurred (for expenses). 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.

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 ("Initial 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.

3.2. At the sole option of the County Attorney upon at least sixty (60) days' advance written notice to Counsel prior to the expiration of the then-current term of the Agreement, this Agreement may be extended, for up to two (2) additional one (1) year periods (each, an "Extension Term"), upon the same terms and conditions. The Initial Term and Extension Term(s) as described in this article are collectively referred to as the "Term."

3.3. Time is of the essence in performing the duties, obligations, and responsibilities required by 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. An erroneous termination for cause shall be considered a termination for convenience.

4.2. If this Agreement is terminated for convenience, Counsel shall be paid for any services performed to the date the Agreement is terminated, subject to any right of County to retain any sums otherwise due and payable. 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 that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Counsel of such termination in accordance with Section 4.1. 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.

4.3 In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

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, including the requirements of **Exhibit D** attached hereto and made a part hereof.

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 indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, 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, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Counsel, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Counsel shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered

necessary by the County Attorney, any sums due Counsel under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

8. Insurance.

8.1. Throughout the Term, Counsel shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit E in accordance with the terms and conditions of this article. Counsel shall maintain insurance coverage against claims relating to any act or omission by Counsel, its agents, representatives, employees, or subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Counsel shall ensure that “Broward County” is listed and endorsed as an additional insured as stated in Exhibit E on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of services, Counsel shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Counsel shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County’s request.

8.4. Counsel shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Counsel has been completed, as determined by the County Attorney. Counsel or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be issued by insurers: (1) assigned an AM Best rating of at least “A-” with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County’s Risk Management Division.

8.6. If Counsel maintains broader coverage or higher limits than the insurance requirements stated in Exhibit E, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Counsel.

8.7. Counsel shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit E and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of services. Counsel shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Counsel to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Counsel agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Counsel agrees to obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Counsel waives any right to subrogation that any of Counsel's insurer may acquire against County, and agrees to obtain same in an endorsement of Counsel's insurance policies.

8.9. Counsel shall require that each subcontractor maintains insurance coverage that adequately covers the services provided by that subcontractor on substantially the same insurance terms and conditions required of Counsel under this article. Counsel shall ensure that all such subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the subcontractors' applicable insurance policies. Counsel shall not permit any subcontractor to provide services unless and until all applicable requirements of this article are satisfied.

8.10. If Counsel or any subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Counsel. If requested by County, Counsel shall provide, within one (1) business day, evidence of each subcontractor's compliance with this section.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit E, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Counsel must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit E.

9. Ownership of Documents. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Counsel in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Counsel hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work 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. Any compensation due to Counsel may be withheld until all Documents and

Work are received as provided in this Agreement. Counsel shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

10. Independent Contractor. Counsel is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services, 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 obligation 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, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Counsel represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Counsel represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes. 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.

11.4 Counsel represents that Counsel and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Counsel violates this section, County may immediately terminate this Agreement for cause and Counsel shall be liable for all costs incurred by County due to the termination.

11.5 Counsel represents and certifies that it and its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Counsel represents and

certifies that Counsel and its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

11.6 To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Counsel certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.7 Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances (“Act”), Counsel certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

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. 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. Notice and Payment Address. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Counsel. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR BROWARD COUNTY:

Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: ameyers@broward.org
aashton@broward.org

FOR COUNSEL:

Luis Reiter, Esquire
SQUIRE PATTON BOGGS (US) LLP
200 South Biscayne Blvd., Suite 3400
Miami, Florida 33131
Email: 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. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. 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. If 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

15.9. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Counsel.

15.10. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

15.11. Payable Interest.

15.11.1. Payment of Interest. Unless prohibited by applicable law, County shall not be liable for interest to Counsel for any reason, whether as prejudgment interest or for any other purpose, and Counsel waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

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, one quarter of one percent (0.25%) simple interest (uncompounded).

15.12. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits and Schedules are incorporated into and made a part of this Agreement.

15.13. Representation of Authority. Counsel represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Counsel, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Counsel has with any third party or violates applicable law. Counsel further represents and warrants that execution of this Agreement is within Counsel's legal powers, and each individual executing this Agreement on behalf of Counsel is duly authorized by all necessary and appropriate action to do so on behalf of Counsel 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.

15.15 Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

[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 _____, 2022, and COUNSEL, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of 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
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Annika E. Ashton (Date)
Deputy 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 ____.

ACL/sr
Agreement for Legal Services
05/19/2022
608918v1

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, using ADA best practices for digital accessibility, 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 other legal opinions as required;
 9. Providing guidance, and reviewing and preparing documents, for the use of derivative products in connection with the issuance of bonds;

10. 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;
 11. Attending preclosings and closings;
 12. Providing continuing advice regarding any actions necessary to ensure that the interest on the bonds will continue to be tax-exempt;
 13. Providing continuing legal advice on issues relating to the sale and administration of the debt obligations;
 14. Preparing validation pleadings, and attending and representing County at validation hearings;
 15. Keeping County informed of rulings issued by federal and state regulatory agencies, including, but not limited to, the U.S. Securities Exchange Commissions, Internal Revenue Service, and Municipal Securities Rulemaking Board, that impact the issuance or administration of the bonds;
 16. Reviewing or preparing documentation associated with postclosing activities through maturity or redemption of the bonds;
 17. Assisting in postclosing regulatory investigations, actions, or matters involving transactions in which Counsel served as bond counsel;
 18. Services as special bond counsel from time to time on public finance matters involving the County;
 19. Adhering to all deadlines established by County for the review and preparation of documents; and
 20. 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**, unless approved in writing by the County Attorney or designee. 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, using ADA best practices for digital accessibility, 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, using ADA best practices for digital accessibility, bond purchase contracts and continuing disclosure agreements;
 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
 - 12. 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	
	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>
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	\$ 0.75 *	\$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	\$ 0.50 *	\$12,500	\$ 0.75 *	\$18,750	\$1.00 *	\$25,000	\$ 0.75 *	\$18,750	\$1.00 *	\$25,000	\$1.00 *	\$25,000
Fifth \$ 25,000,000	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$ 12,500	\$ 0.75 *	\$18,750	\$ 0.50 *	\$ 12,500	\$ 0.75 *	\$18,750	\$ 0.75 *	\$18,750
Sixth \$ 25,000,000	\$ 0.25 *	\$ 6,250	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$12,500	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$12,500	\$ 0.50 *	\$12,500
Anything Above \$150,000,000	\$ 0.20 *	\$ _____	\$ 0.20 *	\$ _____	\$ 0.30 *	\$ _____	\$ 0.20 *	\$ _____	\$ 0.25 *	\$ _____	\$ 0.30 *	\$ _____

*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	<u>Total Fee</u> \$40,000
Over \$5 million - \$10 million	Flat Fee	\$50,000
Anything Above \$10 million	\$50,000 Flat Fee + \$1.00 Per \$1,000 above \$10 million	\$_____

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 this Agreement.
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 this Agreement, 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 HOSPITAL BONDS OR NOTES		SIZE OF ISSUE	HEFA NON-HOSPITAL REVENUE BONDS OR NOTES	
First \$ 10,000,000	<u>Rate</u> \$2.20 Per \$1,000	<u>Maximum</u> \$22,000	First \$ 2,000,000	<u>Rate</u> Flat Fee	<u>Total Fee</u> \$27,500
Next \$ 15,000,000	\$2.00 Per Additional \$1,000	\$30,000	\$ 2,000,001 - \$ 3,000,000	Flat Fee	\$30,000
Next \$ 15,000,000	\$1.50 Per Additional \$1,000	\$22,500	\$ 3,000,001 - \$ 5,000,000	Flat Fee	\$32,500
Next \$ 15,000,000	\$1.35 Per Additional \$1,000	\$20,250	\$ 5,000,001 - \$10,000,000	Flat Fee	\$40,000
Next \$ 20,000,000	\$1.20 Per Additional \$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 Additional \$1,000	\$25,000	N/A	N/A	N/A
Anything Above \$100,000,000	\$ 0.75 Per Additional \$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 BONDS/NOTES		SIZE OF ISSUE	HFA SINGLE-FAMILY BONDS/NOTES	
Up to \$30,000,000	<u>Fee</u> Flat fee	<u>Maximum</u> \$55,000	Up to \$50,000,000	<u>Fee</u> Flat fee	<u>Maximum</u> \$67,500
Next \$15,000,000	\$1.50 Per Additional \$1,000 up to \$45,000,000	\$22,500	Next \$15,000,000	\$0.90 Per Additional \$1,000 up to \$75,000,000	\$13,500
Above \$45,000,000	\$1.25 Per Additional \$1,000 above \$45,000,000	\$_____	Above \$75,000,000	\$0.50 Per Additional \$1,000 Above \$75,000,000	\$139,500 (total transaction fee maximum)

1. The minimum fee shall be \$55,000 for multi-family new issues and \$67,500 for single-family new issues. An additional fee of \$10,000 will be included if bond counsel is required to draft real estate security documentation.
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:

Partners	Actual Rate, not-to-exceed \$450 per hour
Associates	Actual Rate, not-to-exceed \$300 per hour
Paralegals	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, <https://www.broward.org/Purchasing/Pages/Registration.aspx>. 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.

- 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.

EXHIBIT D

PUBLIC RECORDS

To the extent Counsel is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Counsel shall:

1. Keep and maintain public records required by County to perform the Services;
2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by applicable law;
3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and
4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Counsel or keep and maintain public records required by County to perform the services. If Counsel transfers the records to County, Counsel shall destroy any duplicate public records that are exempt or confidential and exempt. If Counsel keeps and maintains the public records, Counsel shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Counsel will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Counsel contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Counsel must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Counsel as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Counsel shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7600, ANNIKA E. ASHTON, AASHTON@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 423, FORT LAUDERDALE, FLORIDA 33301.

EXHIBIT E

INSURANCE COVERAGE REQUIREMENTS

Project: Bond Counsel Services

Agency: County Attorney

TYPE OF INSURANCE	ADDL INSR	SUBR. WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☐ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	 \$1,000,000	 \$2,000,000
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	 \$500,000	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
☒ WORKER'S COMPENSATION <i>Required if the vendor comes on-site to provide services.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$100,000	
☒ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim: *Maximum Deductible:	\$5,000,000 \$100,000	
☐ CRIME / EMPLOYEE DISHONESTY			Each Claim:		
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

CERTIFICATE HOLDER:

Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301


 Digitally signed by
 COLLEEN A. POUNALL
 Date: 2022.04.20
 16:17:51 -04'00'
 Risk Management Division

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 TRAURIG, P.A. (“Counsel”) (collectively, the “Parties”), is effective on August 23, 2022 (“Effective Date”).

A. On April 12, 2022, the Office of the County Attorney issued a Request for Proposals for Bond Counsel (“RFP”) in connection with the issuance and sale of bonds and notes, as well as the handling of other specialized financing instruments and transactions, and Counsel timely submitted a proposal pursuant to the RFP.

B. 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”).

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, in joint venture with Edwards & Feanny, P.A., 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 County Attorney’s determination as to 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 required work.

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 **Schedules A-1 through A-4** and **Exhibit B**, attached hereto and made a part hereof, unless otherwise specified in the Notice of Assignment. 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 (for services) or incurred (for expenses). 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.

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 ("Initial 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.

3.2. At the sole option of the County Attorney upon at least sixty (60) days' advance written notice to Counsel prior to the expiration of the then-current term of the Agreement, this Agreement may be extended, for up to two (2) additional one (1) year periods (each, an "Extension Term"), upon the same terms and conditions. The Initial Term and Extension Term(s) as described in this article are collectively referred to as the "Term."

3.3. Time is of the essence in performing the duties, obligations, and responsibilities required by 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. An erroneous termination for cause shall be considered a termination for convenience.

4.2. If this Agreement is terminated for convenience, Counsel shall be paid for any services performed to the date the Agreement is terminated, subject to any right of County to retain any sums otherwise due and payable. 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 that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Counsel of such termination in accordance with Section 4.1. 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.

4.3 In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

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, including the requirements of **Exhibit D** attached hereto and made a part hereof.

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 indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, 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, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Counsel, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Counsel shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered

necessary by the County Attorney, any sums due Counsel under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

8. Insurance.

8.1. Throughout the Term, Counsel shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit E in accordance with the terms and conditions of this article. Counsel shall maintain insurance coverage against claims relating to any act or omission by Counsel, its agents, representatives, employees, or subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Counsel shall ensure that “Broward County” is listed and endorsed as an additional insured as stated in Exhibit E on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of services, Counsel shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Counsel shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County’s request.

8.4. Counsel shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Counsel has been completed, as determined by the County Attorney. Counsel or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be issued by insurers: (1) assigned an AM Best rating of at least “A-” with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County’s Risk Management Division.

8.6. If Counsel maintains broader coverage or higher limits than the insurance requirements stated in Exhibit E, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Counsel.

8.7. Counsel shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit E and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of services. Counsel shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Counsel to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Counsel agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Counsel agrees to obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Counsel waives any right to subrogation that any of Counsel's insurer may acquire against County, and agrees to obtain same in an endorsement of Counsel's insurance policies.

8.9. Counsel shall require that each subcontractor maintains insurance coverage that adequately covers the services provided by that subcontractor on substantially the same insurance terms and conditions required of Counsel under this article. Counsel shall ensure that all such subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the subcontractors' applicable insurance policies. Counsel shall not permit any subcontractor to provide services unless and until all applicable requirements of this article are satisfied.

8.10. If Counsel or any subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Counsel. If requested by County, Counsel shall provide, within one (1) business day, evidence of each subcontractor's compliance with this section.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit E, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Counsel must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit E.

9. Ownership of Documents. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Counsel in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Counsel hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work 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. Any compensation due to Counsel may be withheld until all Documents and

Work are received as provided in this Agreement. Counsel shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

10. Independent Contractor. Counsel is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services, 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 obligation 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, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Counsel represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Counsel represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes. 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.

11.4 Counsel represents that Counsel and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Counsel violates this section, County may immediately terminate this Agreement for cause and Counsel shall be liable for all costs incurred by County due to the termination.

11.5 Counsel represents and certifies that it and its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Counsel represents and

certifies that Counsel and its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

11.6 To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Counsel certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.7 Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances (“Act”), Counsel certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

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. 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. Notice and Payment Address. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Counsel. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR BROWARD COUNTY:

Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: ameyers@broward.org
aashton@broward.org

FOR COUNSEL:

Albert A. del Castillo
Greenberg Traurig, P.A.
333 S.E. 2nd Avenue,
Miami, Florida 33131
Email: 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. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. 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. If 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

15.9. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Counsel.

15.10. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

15.11. Payable Interest.

15.11.1. Payment of Interest. Unless prohibited by applicable law, County shall not be liable for interest to Counsel for any reason, whether as prejudgment interest or for any other purpose, and Counsel waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

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, one quarter of one percent (0.25%) simple interest (uncompounded).

15.12. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits and Schedules are incorporated into and made a part of this Agreement.

15.13. Representation of Authority. Counsel represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Counsel, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Counsel has with any third party or violates applicable law. Counsel further represents and warrants that execution of this Agreement is within Counsel's legal powers, and each individual executing this Agreement on behalf of Counsel is duly authorized by all necessary and appropriate action to do so on behalf of Counsel 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.

15.15 Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

[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 _____, 2022, and COUNSEL, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of 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
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Annika E. Ashton (Date)
Deputy 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 ___.

ACL/sr
Agreement for Legal Services
05/20/2022
608935v1

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, using ADA best practices for digital accessibility, 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 other legal opinions as required;
 9. Providing guidance, and reviewing and preparing documents, for the use of derivative products in connection with the issuance of bonds;

10. 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;
 11. Attending preclosings and closings;
 12. Providing continuing advice regarding any actions necessary to ensure that the interest on the bonds will continue to be tax-exempt;
 13. Providing continuing legal advice on issues relating to the sale and administration of the debt obligations;
 14. Preparing validation pleadings, and attending and representing County at validation hearings;
 15. Keeping County informed of rulings issued by federal and state regulatory agencies, including, but not limited to, the U.S. Securities Exchange Commissions, Internal Revenue Service, and Municipal Securities Rulemaking Board, that impact the issuance or administration of the bonds;
 16. Reviewing or preparing documentation associated with postclosing activities through maturity or redemption of the bonds;
 17. Assisting in postclosing regulatory investigations, actions, or matters involving transactions in which Counsel served as bond counsel;
 18. Services as special bond counsel from time to time on public finance matters involving the County;
 19. Adhering to all deadlines established by County for the review and preparation of documents; and
 20. 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**, unless approved in writing by the County Attorney or designee. 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, using ADA best practices for digital accessibility, 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, using ADA best practices for digital accessibility, bond purchase contracts and continuing disclosure agreements;
 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
 - 12. 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	
	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>
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	\$ 0.75 *	\$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	\$ 0.50 *	\$12,500	\$ 0.75 *	\$18,750	\$1.00 *	\$25,000	\$ 0.75 *	\$18,750	\$1.00 *	\$25,000	\$1.00 *	\$25,000
Fifth \$ 25,000,000	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$ 12,500	\$ 0.75 *	\$18,750	\$ 0.50 *	\$ 12,500	\$ 0.75 *	\$18,750	\$ 0.75 *	\$18,750
Sixth \$ 25,000,000	\$ 0.25 *	\$ 6,250	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$12,500	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$12,500	\$ 0.50 *	\$12,500
Anything Above \$150,000,000	\$ 0.20 *	\$ _____	\$ 0.20 *	\$ _____	\$ 0.30 *	\$ _____	\$ 0.20 *	\$ _____	\$ 0.25 *	\$ _____	\$ 0.30 *	\$ _____

*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	<u>Total Fee</u> \$40,000
Over \$5 million - \$10 million	Flat Fee	\$50,000
Anything Above \$10 million	\$50,000 Flat Fee + \$1.00 Per \$1,000 above \$10 million	\$_____

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 this Agreement.
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 this Agreement, 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 HOSPITAL BONDS OR NOTES		SIZE OF ISSUE	HEFA NON-HOSPITAL REVENUE BONDS OR NOTES	
First \$ 10,000,000	<u>Rate</u> \$2.20 Per \$1,000	<u>Maximum</u> \$22,000	First \$ 2,000,000	<u>Rate</u> Flat Fee	<u>Total Fee</u> \$27,500
Next \$ 15,000,000	\$2.00 Per Additional \$1,000	\$30,000	\$ 2,000,001 - \$ 3,000,000	Flat Fee	\$30,000
Next \$ 15,000,000	\$1.50 Per Additional \$1,000	\$22,500	\$ 3,000,001 - \$ 5,000,000	Flat Fee	\$32,500
Next \$ 15,000,000	\$1.35 Per Additional \$1,000	\$20,250	\$ 5,000,001 - \$10,000,000	Flat Fee	\$40,000
Next \$ 20,000,000	\$1.20 Per Additional \$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 Additional \$1,000	\$25,000	N/A	N/A	N/A
Anything Above \$100,000,000	\$ 0.75 Per Additional \$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 BONDS/NOTES		SIZE OF ISSUE	HFA SINGLE-FAMILY BONDS/NOTES	
Up to \$30,000,000	<u>Fee</u> Flat fee	<u>Maximum</u> \$55,000	Up to \$50,000,000	<u>Fee</u> Flat fee	<u>Maximum</u> \$67,500
Next \$15,000,000	\$1.50 Per Additional \$1,000 up to \$45,000,000	\$22,500	Next \$15,000,000	\$0.90 Per Additional \$1,000 up to \$75,000,000	\$13,500
Above \$45,000,000	\$1.25 Per Additional \$1,000 above \$45,000,000	\$_____	Above \$75,000,000	\$0.50 Per Additional \$1,000 Above \$75,000,000	\$139,500 (total transaction fee maximum)

1. The minimum fee shall be \$55,000 for multi-family new issues and \$67,500 for single-family new issues. An additional fee of \$10,000 will be included if bond counsel is required to draft real estate security documentation.
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:

Partners	Actual Rate, not-to-exceed \$450 per hour
Associates	Actual Rate, not-to-exceed \$300 per hour
Paralegals	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, <https://www.broward.org/Purchasing/Pages/Registration.aspx>. 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.

- 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.

EXHIBIT D

PUBLIC RECORDS

To the extent Counsel is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Counsel shall:

1. Keep and maintain public records required by County to perform the Services;
2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by applicable law;
3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and
4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Counsel or keep and maintain public records required by County to perform the services. If Counsel transfers the records to County, Counsel shall destroy any duplicate public records that are exempt or confidential and exempt. If Counsel keeps and maintains the public records, Counsel shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Counsel will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Counsel contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Counsel must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Counsel as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Counsel shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7600, ANNIKA E. ASHTON, AASHTON@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 423, FORT LAUDERDALE, FLORIDA 33301.

EXHIBIT E

INSURANCE COVERAGE REQUIREMENTS

Project: Bond Counsel Services

Agency: County Attorney

TYPE OF INSURANCE	ADDL INSR	SUBR. WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☐ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
☒ WORKER'S COMPENSATION <i>Required if the vendor comes on-site to provide services.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$100,000	
☒ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim:	\$5,000,000	
			*Maximum Deductible:	\$100,000	
☐ CRIME / EMPLOYEE DISHONESTY			Each Claim:		
<u>Description of Operations:</u> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

CERTIFICATE HOLDER:

Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301


 Digitally signed by
 COLLEEN A. POUNALL
 Date: 2022.04.20
 16:17:51 -04'00'
 Risk Management Division

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 August 23, 2022 ("Effective Date").

A. On April 12, 2022, the Office of the County Attorney issued a Request for Proposals for Bond Counsel ("RFP") in connection with the issuance and sale of bonds and notes, as well as the handling of other specialized financing instruments and transactions, and Counsel timely submitted a proposal pursuant to the RFP.

B. 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").

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, in joint venture with Pittman Law Group, P.L., 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 County Attorney's determination as to 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 required work.

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 **Schedules A-1 through A-4** and **Exhibit B**, attached hereto and made a part hereof, unless otherwise specified in the Notice of Assignment. 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 (for services) or incurred (for expenses). 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.

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 ("Initial 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.

3.2 At the sole option of the County Attorney upon at least sixty (60) days' advance written notice to Counsel prior to the expiration of the then-current term of the Agreement, this Agreement may be extended, for up to two (2) additional one (1) year periods (each, an "Extension Term"), upon the same terms and conditions. The Initial Term and Extension Term(s) as described in this article are collectively referred to as the "Term."

3.3. Time is of the essence in performing the duties, obligations, and responsibilities required by 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. An erroneous termination for cause shall be considered a termination for convenience.

4.2. If this Agreement is terminated for convenience, Counsel shall be paid for any services performed to the date the Agreement is terminated, subject to any right of County to retain any sums otherwise due and payable. 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 that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Counsel of such termination in accordance with Section 4.1. 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.

4.3 In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

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, including the requirements of **Exhibit D** attached hereto and made a part hereof.

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 indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, 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, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Counsel, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Counsel shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered

necessary by the County Attorney, any sums due Counsel under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

8. Insurance.

8.1. Throughout the Term, Counsel shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit E in accordance with the terms and conditions of this article. Counsel shall maintain insurance coverage against claims relating to any act or omission by Counsel, its agents, representatives, employees, or subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Counsel shall ensure that “Broward County” is listed and endorsed as an additional insured as stated in Exhibit E on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of services, Counsel shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Counsel shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County’s request.

8.4. Counsel shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Counsel has been completed, as determined by the County Attorney. Counsel or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be issued by insurers: (1) assigned an AM Best rating of at least “A-” with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County’s Risk Management Division.

8.6. If Counsel maintains broader coverage or higher limits than the insurance requirements stated in Exhibit E, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Counsel.

8.7. Counsel shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit E and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of services. Counsel shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Counsel to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Counsel agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Counsel agrees to obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Counsel waives any right to subrogation that any of Counsel's insurer may acquire against County, and agrees to obtain same in an endorsement of Counsel's insurance policies.

8.9. Counsel shall require that each subcontractor maintains insurance coverage that adequately covers the services provided by that subcontractor on substantially the same insurance terms and conditions required of Counsel under this article. Counsel shall ensure that all such subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the subcontractors' applicable insurance policies. Counsel shall not permit any subcontractor to provide services unless and until all applicable requirements of this article are satisfied.

8.10. If Counsel or any subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Counsel. If requested by County, Counsel shall provide, within one (1) business day, evidence of each subcontractor's compliance with this section.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit E, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Counsel must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit E.

9. Ownership of Documents. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Counsel in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Counsel hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work 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. Any compensation due to Counsel may be withheld until all Documents and

Work are received as provided in this Agreement. Counsel shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

10. Independent Contractor. Counsel is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services, 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 obligation 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, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Counsel represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Counsel represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes. 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.

11.4 Counsel represents that Counsel and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Counsel violates this section, County may immediately terminate this Agreement for cause and Counsel shall be liable for all costs incurred by County due to the termination.

11.5 Counsel represents and certifies that it and its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Counsel represents and

certifies that Counsel and its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

11.6 To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Counsel certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.7 Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances (“Act”), Counsel certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

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. 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. Notice and Payment Address. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Counsel. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR BROWARD COUNTY:

Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: ameyers@broward.org
aashton@broward.org

FOR COUNSEL:

Brian J. Fender
GrayRobinson, P.A.
401 E. Las Olas Blvd., Suite 1000
Fort Lauderdale, Florida 33301
Email: 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. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. 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. If 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

15.9. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Counsel.

15.10. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

15.11. Payable Interest.

15.11.1. Payment of Interest. Unless prohibited by applicable law, County shall not be liable for interest to Counsel for any reason, whether as prejudgment interest or for any other purpose, and Counsel waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

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, one quarter of one percent (0.25%) simple interest (uncompounded).

15.12. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits and Schedules are incorporated into and made a part of this Agreement.

15.13. Representation of Authority. Counsel represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Counsel, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Counsel has with any third party or violates applicable law. Counsel further represents and warrants that execution of this Agreement is within Counsel's legal powers, and each individual executing this Agreement on behalf of Counsel is duly authorized by all necessary and appropriate action to do so on behalf of Counsel 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.

15.15 Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

[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 _____, 2022, and COUNSEL, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of 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
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Annika E. Ashton (Date)
Deputy County Attorney

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

COUNSEL

GRAYROBINSON, P.A.

By _____

Print Name: _____

Title: _____

___ day of _____, 20 ____.

ACL/sr
Agreement for Legal Services
05/20/2022
608938v1

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, using ADA best practices for digital accessibility, 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 other legal opinions as required;
 9. Providing guidance, and reviewing and preparing documents, for the use of derivative products in connection with the issuance of bonds;

10. 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;
 11. Attending preclosings and closings;
 12. Providing continuing advice regarding any actions necessary to ensure that the interest on the bonds will continue to be tax-exempt;
 13. Providing continuing legal advice on issues relating to the sale and administration of the debt obligations;
 14. Preparing validation pleadings, and attending and representing County at validation hearings;
 15. Keeping County informed of rulings issued by federal and state regulatory agencies, including, but not limited to, the U.S. Securities Exchange Commissions, Internal Revenue Service, and Municipal Securities Rulemaking Board, that impact the issuance or administration of the bonds;
 16. Reviewing or preparing documentation associated with postclosing activities through maturity or redemption of the bonds;
 17. Assisting in postclosing regulatory investigations, actions, or matters involving transactions in which Counsel served as bond counsel;
 18. Services as special bond counsel from time to time on public finance matters involving the County;
 19. Adhering to all deadlines established by County for the review and preparation of documents; and
 20. 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**, unless approved in writing by the County Attorney or designee. 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, using ADA best practices for digital accessibility, 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, using ADA best practices for digital accessibility, bond purchase contracts and continuing disclosure agreements;
 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
 - 12. 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	
	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>	<u>Rate</u>	<u>Maximum</u>
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	\$ 0.75 *	\$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	\$ 0.50 *	\$12,500	\$ 0.75 *	\$18,750	\$1.00 *	\$25,000	\$ 0.75 *	\$18,750	\$1.00 *	\$25,000	\$1.00 *	\$25,000
Fifth \$ 25,000,000	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$ 12,500	\$ 0.75 *	\$18,750	\$ 0.50 *	\$ 12,500	\$ 0.75 *	\$18,750	\$ 0.75 *	\$18,750
Sixth \$ 25,000,000	\$ 0.25 *	\$ 6,250	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$12,500	\$ 0.25 *	\$ 6,250	\$ 0.50 *	\$12,500	\$ 0.50 *	\$12,500
Anything Above \$150,000,000	\$ 0.20 *	\$ _____	\$ 0.20 *	\$ _____	\$ 0.30 *	\$ _____	\$ 0.20 *	\$ _____	\$ 0.25 *	\$ _____	\$ 0.30 *	\$ _____

*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	<u>Total Fee</u> \$40,000
Over \$5 million - \$10 million	Flat Fee	\$50,000
Anything Above \$10 million	\$50,000 Flat Fee + \$1.00 Per \$1,000 above \$10 million	\$_____

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 this Agreement.
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 this Agreement, 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 HOSPITAL BONDS OR NOTES		SIZE OF ISSUE	HEFA NON-HOSPITAL REVENUE BONDS OR NOTES	
First \$ 10,000,000	<u>Rate</u> \$2.20 Per \$1,000	<u>Maximum</u> \$22,000	First \$ 2,000,000	<u>Rate</u> Flat Fee	<u>Total Fee</u> \$27,500
Next \$ 15,000,000	\$2.00 Per Additional \$1,000	\$30,000	\$ 2,000,001 - \$ 3,000,000	Flat Fee	\$30,000
Next \$ 15,000,000	\$1.50 Per Additional \$1,000	\$22,500	\$ 3,000,001 - \$ 5,000,000	Flat Fee	\$32,500
Next \$ 15,000,000	\$1.35 Per Additional \$1,000	\$20,250	\$ 5,000,001 - \$10,000,000	Flat Fee	\$40,000
Next \$ 20,000,000	\$1.20 Per Additional \$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 Additional \$1,000	\$25,000	N/A	N/A	N/A
Anything Above \$100,000,000	\$ 0.75 Per Additional \$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 BONDS/NOTES		SIZE OF ISSUE	HFA SINGLE-FAMILY BONDS/NOTES	
Up to \$30,000,000	<u>Fee</u> Flat fee	<u>Maximum</u> \$55,000	Up to \$50,000,000	<u>Fee</u> Flat fee	<u>Maximum</u> \$67,500
Next \$15,000,000	\$1.50 Per Additional \$1,000 up to \$45,000,000	\$22,500	Next \$15,000,000	\$0.90 Per Additional \$1,000 up to \$75,000,000	\$13,500
Above \$45,000,000	\$1.25 Per Additional \$1,000 above \$45,000,000	\$_____	Above \$75,000,000	\$0.50 Per Additional \$1,000 Above \$75,000,000	\$139,500 (total transaction fee maximum)

1. The minimum fee shall be \$55,000 for multi-family new issues and \$67,500 for single-family new issues. An additional fee of \$10,000 will be included if bond counsel is required to draft real estate security documentation.
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:

Partners	Actual Rate, not-to-exceed \$450 per hour
Associates	Actual Rate, not-to-exceed \$300 per hour
Paralegals	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, <https://www.broward.org/Purchasing/Pages/Registration.aspx>. 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.

- 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.

EXHIBIT D

PUBLIC RECORDS

To the extent Counsel is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Counsel shall:

1. Keep and maintain public records required by County to perform the Services;
2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by applicable law;
3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and
4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Counsel or keep and maintain public records required by County to perform the services. If Counsel transfers the records to County, Counsel shall destroy any duplicate public records that are exempt or confidential and exempt. If Counsel keeps and maintains the public records, Counsel shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Counsel will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Counsel contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Counsel must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Counsel as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Counsel shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7600, ANNIKA E. ASHTON, AASHTON@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 423, FORT LAUDERDALE, FLORIDA 33301.

EXHIBIT E

INSURANCE COVERAGE REQUIREMENTS

Project: Bond Counsel Services

Agency: County Attorney

TYPE OF INSURANCE	ADDL INSR	SUBR. WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☐ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	 \$1,000,000 	 \$2,000,000
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	 \$500,000 	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
☒ WORKER'S COMPENSATION <i>Required if the vendor comes on-site to provide services.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$100,000	
☒ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim: *Maximum Deductible:	\$5,000,000 \$100,000	
☐ CRIME / EMPLOYEE DISHONESTY			Each Claim:		
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

CERTIFICATE HOLDER:

Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301


 Digitally signed by
 COLLEEN A. POUNALL
 Date: 2022.04.20
 16:17:51 -04'00'
 Risk Management Division