

LEGAL SERVICES AGREEMENT
between
BRYANT MILLER OLIVE, PA
and the
CITY OF PENSACOLA, as Client

THIS LEGAL SERVICES AGREEMENT is made by and between BRYANT MILLER OLIVE, PA ("Firm"), whose principal office is located at 101 North Monroe Street, Suite 900, Tallahassee, Florida 32303, and the CITY OF PENSACOLA ("City"), a Florida municipal corporation, whose principal address is located at 222 W. Main Street, Pensacola, Florida 32502, who hereby agree to the following:

1. Services: Firm will represent City in providing non-exclusive legal services as needed. Specifically, the Firm will provide the following scope of services as bond counsel:

- a. Consultation with City officials and staff concerning all legal questions relating to the incurrence of the debt;
- b. Attendance, upon request, at any meeting of the City Council, committees, or any meeting of staff;
- c. Preparation of all resolutions and other instruments authorizing and securing bonds and required in connection with their issuance utilizing the City's format for documents unless agreed otherwise;
- d. Assistance to the City or its financial advisors and investment bankers in formulating financing plans and review of applicable portions of disclosure documents for public offering of bonds and notes;
- e. If sale is by competitive bid, assisting in the preparation of documents, notice of sale, evaluation of bids and any other documentation necessary to conduct a sale of bonds in that manner, provided that the services contemplated hereby shall not include the preparation of disclosure materials;
- f. Analysis and resolutions of tax problems associated with financing plans, including arbitrage issues and preparation of ruling requests and contracts with the U.S. Treasury;
- g. Preparation of documentation required in connection with the validation of bond issues including the complaints, notices and orders, acknowledgments, answers and judgments, together with memoranda concerning testimony, exhibits and relevant law;
- h. Preparation and review of all documentation required for bond sales and closings, including resolutions, certificates, opinions, notices of sale, etc.; provided that the services contemplated hereby shall not include the preparation of disclosure materials;
- i. Supervision of the printing of the bonds and conduct of the pre-closing and the closing in connection with each bond issue;

- j. **Preparation of documentation required in connection with the appeal of any such judgment of validation or order to the Supreme Court of Florida, including any notices, orders, acknowledgments, briefs and any court appearances required for oral argument or otherwise; and**
- k. **Review of conduit type bond financings for compliance with applicable securities and tax laws and regulations.**

2. Fees: The fee, billing and reporting information for the Firm, including the fee for services performed by lawyers of this Firm, the fee for services performed by non-lawyer staff, and any identified expenses are attached in Schedule A. The costs to be invoiced to the City for reimbursement shall be the actual, reasonable costs incurred by the Firm for the services indicated, and receipts for costs advanced by the Firm to the City shall accompany billing statements. Invoices submitted by the Firm for payment by the City shall be in such detail as deemed sufficient, and approved by, the City Attorney and the Finance Director.

The Firm will ensure that the fees charged to the City are reasonable and necessarily incurred and agrees to exercise customary billing judgment when preparing invoices for services rendered to the City.

The Firm will refrain from billing for the services of more than one professional for performing the same function unless necessary to advance or protect the interests of the City in such representation.

3. Costs: All costs such as computer research; copying charges; postage; Federal Express/UPS; telephone charges; hotel expense, mileage reimbursement and per diem meal expenses shall be billed at the actual expense of the Firm with no markup in price.

If there are occasions that the attorneys of the Firm need to travel to conduct the services they are performing for the City, the Firm should make all efforts to stay within the cost parameters of the rates approved by the U.S. General Services Administration.

Costs incurred by the Firm that have not been previously approved by the City will not be paid.

4. Term: The term of this Agreement shall be for a period of two and one-half (2.5) years, commencing April 1, 2021, and terminating no later than September 30, 2023. The City and Firm further agree that during the term of this Agreement, there shall be no increase or change to the fee, billing, and reporting information identified in the attached Schedule A. While it is impossible to predict how long legal services may be required to solve any particular matter, the intent of this section is that no new matter may be assigned to the Firm after the termination date; however, particular matters assigned prior to the termination date shall be continued by the Firm up to completion of the particular matter.

The City may terminate this Agreement for convenience at any time upon written notice to the Firm at:

Randall C. Clement, Shareholder
Bryant Miller Olive, PA
1545 Raymond Diehl Road
Suite 300
Tallahassee, Florida 32308
850-222-8611
rclement@bmolaw.com

5. Insurance: The Firm shall furnish to the City, as Schedule B, the Firm's malpractice insurance.

6. Public Records Compliance: The Firm agrees to the requirements of Chapter 119, Florida Statutes, attached as Schedule C.

7. Conflicts: The rules regulating The Florida Bar provide that a conflict of interest exists whenever a lawyer represents one client in a matter adverse to another client. The lawyer may proceed with the representation of one client if, after disclosure of the conflict, both clients consent to the representation. We have disclosed to the City that we have, currently do and may in the future, serve as bond, disclosure or other counsel to other local governments or otherwise act as counsel to underwriters, investment banks and commercial banks on public finance matters. From time to time, we may represent the firms which may underwrite the City's bonds, notes or other obligations (and other financial institutions hired by the City) in connection with financings for other governmental entities on unrelated matters. In either case, such representations are standard and customary within the municipal bond industry. In our opinion, we can effectively represent the City and the discharge of the Firm's professional responsibilities notwithstanding our representation of other parties in other matters, either because such representations will be sufficiently different or because the potential for such conflict is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter. The City consents to such representation of the other client in unrelated matters consistent with the circumstances described herein. However, the City reserves the right to identify a representation that it finds objectionable in the future, in which case the Firm agrees to take appropriate steps to resolve the issue. The Firm agrees to promptly provide notice to the City of each circumstance with respect to which the Firm is relying on the waiver provided by the City in this paragraph.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

BRYANT MILLER OLIVE, PA

By: Markell P. Clement

Title: Shareholder

Date: April 14, 2021

Witness:

Laura Renner
Name and title: Laura Renner
Legal Asst.

CITY OF PENSACOLA,
a Florida municipal corporation

By: Grover C. Robinson, IV
GROVER C. ROBINSON, IV, Mayor

Date: 04/19/21

Attest:

Trisha L. Bennett
City Clerk (Seal)

SCHEDULE A

- a. Fees for services rendered under this engagement are as follows:

<u>Amount of Issue</u>	<u>City Bonds Fee</u>
Up to \$10,000,000	\$17,500 flat fee
From \$10,000,000 to \$40,000,000	\$17,500 plus \$0.90 per \$1,000 over \$10 Million
Over \$40,000,000	\$53,500 plus \$0.60 per \$1,000 over \$40 Million

All fees for services in connection with the issuance of such bonds or notes are contingent upon delivery of the bonds. Fees for services in connection with completed bond issues shall be payable at the time the financing is completed. In connection with direct or non-conduit bond issues of the City, the City shall not be billed for general counsel and advice on matters preparatory to a bond issue but not leading to financings and not requiring an opinion of bond counsel.

- b. Fees for services as bond counsel on conduit type financings are to be paid by the agency or corporate issuer purchasing the bond.

Bonds Rated BBB or Better

<u>Issue Size</u>	<u>Rate</u>
Up to \$20,000,000	\$20,000
Over \$20,000,000	\$20,000 plus \$0.90 per \$1,000 over \$20,000,000
Over \$40,000,000	\$38,000 plus \$0.45 per \$1,000 over \$40,000,000
Over \$60,000,000	\$47,000 plus amount to be negotiated

Derivative Bonds, Unrated Bonds, or Bonds Rated Below BBB

<u>Issue Size</u>	<u>Rate</u>
Up to \$5,000,000	\$20,000
Over \$5,000,000	\$20,000 plus \$0.90 per \$1,000 over \$5,000,000
Over \$20,000,000	\$33,500 plus \$0.45 per \$1,000 over \$20,000,000
Over \$40,000,000	\$42,500 plus amount to be negotiated

- c. At its option, the fees paid for services to complete the City's small loan transactions shall be \$5,000 for any amount up to \$750,000 of Notes plus out-of-pocket expenses. For loans above \$750,000, the Firm's fee would be the \$5,000 plus \$1.00 per \$1,000 of Notes over \$750,000. For purposes hereof, a "small loan transaction" means a note or bond secured by City revenues issued by the City in a principal amount of less than \$6,000,000 and sold to a single financial institution.

These fees cover most small loans of the City, unless there were substantial additional time over 10 hours required of Firm due to unusual circumstances. On these loans, opinion of the Firm is limited to federal tax matters, and the City Attorney provides an independent opinion as to the validity of the obligation. No fee would be due unless the City actually completed the transaction.

- d. At its option, the City wishes to pay for services on an hourly basis, the Firm would be willing to perform services as bond counsel based upon a schedule of hourly rates as follows:

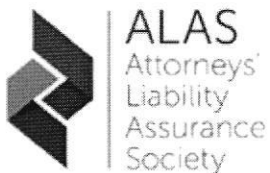
Senior Partners	\$295/hour
Associate Attorneys	\$235/hour
Paralegals	\$95/hour

This scale assumes that the fees are not contingent but would be billed and paid at regular intervals.

- e. The City acknowledges that the Firm has been performing services for the City prior to the date of this Agreement. Payment for Firm's services which have been provided on a contingent basis prior to the effective date hereof shall be made as invoiced to the City, but shall be due and payable only upon closing of the related transaction or other realization by the City of the contingency.
- f. The Firm shall also be entitled to received reimbursement for actual costs incurred, such as computer printing or photocopies, long distance telephone charges, overnight delivery charges, and travel expenses. Applicable travel expenses will be reimbursed

in accordance with §112.061, Florida Statutes, or such other schedule of reimbursement specified by the City and agreed to by the Firm.

SCHEDULE B
To be attached by the Firm



December 18, 2020

Bryant Miller Olive PA
101 North Monroe Street
Suite 900
Tallahassee, FL 32301

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Bryant Miller Olive PA has Professional Liability Coverage under Policy ALA#1943 with an annual limit of \$20,000,000 per claim and \$40,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$250,000 each claim up to an aggregate of \$500,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2021 to January 1, 2022.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD., A RISK RETENTION GROUP

By:

A handwritten signature in black ink that reads "Nancy Montroy". The signature is written in a cursive, flowing style.

Nancy J. Montroy
Vice President - Director of Underwriting

Date: 12/18/2020

311 S. Wacker Drive, Suite 5700
Chicago, IL 60606-6629
tel 312.697.6900
fax 312.697.6901

alas.com

SCHEDULE C

PUBLIC RECORDS: Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D.** Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY CLERK (850) 435-1715, PUBLCRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.