

AGREEMENT FOR BOND COUNSEL SERVICES

BRYANT MILLER OLIVE P.A., a professional association organized under the laws of the State of Florida, the address of which is **One Tampa City Center, Suite 2700, Tampa, Florida 33602** (the "Firm"), agrees to serve as Bond Counsel to CITY OF NAPLES, FLORIDA, a municipal corporation in the State of Florida (the "City").

As Bond Counsel, we will, when requested by the City, perform the following services with respect to the issuance of bonds, including but not limited to conduit bonds issued by the City, and matters relating thereto:

1. Review of proposed financing programs as to legal feasibility, compliance with applicable law and pending or proposed revisions to the law, including United States Treasury regulations.
2. Advice as to structuring procedures, required approvals and filings, schedule of events for timely debt issuance, and other legal matters relative to such debt.
3. Attend meetings with City staff, City Attorney and officials, the City's financial advisor, the City's engineers, if applicable, the underwriters or bank, and others as appropriate for development of the debt materials or dissemination of information in connection therewith.
4. Prepare ordinances or resolutions and any amendments thereto in order to authorize the debt.
5. Prepare or review the trust indentures, loan agreements, escrow agreements, and any other agreements or similar documents necessary, related or incidental to any financing.
6. Prepare all validation pleadings including complaint, notice of service, proposed answer, memorandum of law, and proposed order and to be in attendance to assist with validation proceedings.
7. If sale is by competitive bid, assist in preparation of the bid comments, notice of sale, evaluation of bids and any other documentation or action necessary to conduct a sale of the bonds in that manner.
8. Review the transcripts of all proceedings in connection with the foregoing and indicate any necessary corrective action.
9. Prepare, obtain, deliver and file all closing papers necessary in connection with any debt, including, but not limited to, certified copies of all minutes, ordinances, resolutions and orders; certificates such as officers, seal, incumbency, signature, no prior pledge; and

verifications, consents and opinions from accountants, engineers, special consultants and attorneys.

10. Review all disclosure documents prepared and authorized by the City, but only insofar as such documents describe the bonds and summarize the underlying documents. However, in our capacity as Bond Counsel, we assume no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistics, projections or data. Furthermore, we assume no responsibility for ensuring qualification of the bonds for sale under the "blue-sky" laws of any jurisdiction.

11. Render an opinion in written form at the time such transactions are closed as Bond Counsel to the City.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement may be amended only by a writing duly entered into by the City and the Firm.

This Agreement will be effective for a term ending three (3) years from the date hereof unless terminated by either the City or the Firm pursuant to the terms hereof. This Agreement may be extended for an additional two-year term upon mutual agreement of the parties hereto.

The City may cancel or terminate this Agreement upon sixty days advance written notice to the Firm. In the event of cancellation, the Firm shall, unless otherwise requested by the City, immediately cease work hereunder and shall be reimbursed for eligible and documented reimbursable expenses incurred prior to the date of cancellation.

It is understood and agreed by the parties that the City will reimburse the Firm for reasonable out-of-pocket expenses, as permitted by law and the City's travel policy, whether or not bonds or debt is ultimately issued.

[Remainder of page intentionally left blank]

It is understood and agreed between the City and the Firm that Duane D. Draper, Leonard T. Marcinko, , Margaret A. McGarrity, Christopher B. Roe, Camille E. Evans, Kareem J. Spratling, and Keirston R. Woods will be the attorneys of the Firm to provide the services enumerated above.

DATED this 20th day of December, 2006.

CITY OF NAPLES, FLORIDA

By: _____
Robert E. Lee, City Manager

ATTEST:

Approved as to form and legal
sufficiency:

By: _____
Tara A. Norman City Clerk

By: _____
Robert D. Pritt, City Attorney

BRYANT MILLER OLIVE P.A.

Witness

By: _____
Authorized Signatory

EXHIBIT A PAGE 1

City of Naples



REQUEST FOR PROPOSAL

CITY OF NAPLES
PURCHASING DIVISION
270 RIVERSIDE CIRCLE
NAPLES, FL 34102

PH: 239-213-7100 FX: 239-213-7105

MAILING DATE	TITLE	NUMBER	OPENING DATE & TIME
10/04/06	BOND COUNSEL SERVICES	021-07	11/08/06 2:00PM
PRE-BID DATE, TIME AND LOCATION:			
N/A			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL	
Bryant Miller Olive P.A.	
MAILING ADDRESS	
One Tampa City Center, Suite 2700	
CITY-STATE-ZIP	
Tampa, Florida 33602	
PH: 813-273-6677	EMAIL: ddraper@bmlaw.com
FX: 813-223-2705	WEB ADDRESS: www.bmlaw.com

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

AUTHORIZED SIGNATURE	DATE	PRINTED NAME/TITLE
	11-8-2006	Duane Draper/ Shareholder
Please initial by all that apply I acknowledge receipt of the following addendum		
Addendum #1	Addendum #2	Addendum #3
DOO		Addendum #4

EXHIBIT A PAGE 2
SCHEDULE OF FEES

FEES: The City of Naples desires to contract for services on a volume of bonds basis. Basic fees should be bid on the basis of dollars per \$1,000 of bond issue. Basic fee will include services of the Bond Counsel as noted in the Scope of Services and will include word processing, computer time, and reasonable telephone and facsimile transmissions.

Set forth below is a proposed fee schedule which is subject to further negotiation. We contribute many resources to our clients to ensure that their interests are protected, and believe our fees are reasonable and commensurate with the quality and timeliness of services that we provide.

BOND COUNSEL

Minimum Fee Per Issue -	\$18,500
Up to \$10 Million -	Minimum flat fee stated above
\$10 to \$20 Million -	Minimum flat fee stated above fee for first \$10 million plus \$0.95 per \$1,000 for the next \$10 million
Over \$20 Million -	Minimum flat fee stated above for first \$10 million plus \$0.95 per \$1,000 for the next \$10 million plus \$0.75 per \$1,000 for amount above \$20 million

OUT-OF-POCKET EXPENSES: Expenses will be paid by the firm and reimbursed by the City for costs directly related to bond issues. Travel, lodging, and meal reimbursement will be made in accordance with the City's travel policy.

Out-of-pocket expenses are in addition to the fees being proposed and will be invoiced in accordance with the City's travel policy.

SPECIAL SERVICES: Unrelated to a specific bond issue, may be requested by the city and contracted for on an hourly rate basis. Proposer must specify hourly rates for individuals assigned to special services projects such as partner, senior officer, officer, professional staff, junior staff, and support staff.

Services provided to the City unrelated to a specific bond issue would be billed on an hourly basis at the following proposed rates:

Senior Partner	\$205/hour
Partner	195/hour
Of Counsel	185/hour
Associate	175/hour
Paralegal	No Charge