

BOND COUNSEL RETAINER AGREEMENT
(RFP NO. 14-021)

BRYANT MILLER OLIVE P.A., a professional association organized under the laws of the State of Florida, with offices in Tampa, Tallahassee, Miami, Orlando, Jacksonville, Atlanta, Georgia and Washington, D.C. (the "Firm"), agrees to serve as Bond Counsel to the CITY OF NAPLES, FLORIDA, a municipal corporation organized under the laws of the State of Florida (together with any other entities created, in whole or in part, by the City of Naples, Florida, collectively, the "City" for purposes hereof).

A. The Firm as Bond Counsel will, when requested by the City, perform the following services with respect to the issuance of bonds and notes (including conduit bonds or notes where the City serves as the conduit issuer), and matters relating thereto:

1. Advise the City as to the legal feasibility of a financing proposed by the City.
2. Keep the City informed of changes in Federal law relating to tax-exempt financing.
3. Attend meetings with the City, when requested.
4. Develop and maintain a time schedule for debt issuance; assure that all parties comply with the schedule.
5. Prepare bond ordinance(s) and resolution(s), and any amendments thereto, in order to authorize and issue new money or refunding bonds, notes or other obligations.
6. Prepare any trust indenture; escrow deposit agreement; trustee, registrar or paying agent agreement; and any other agreement or similar documents necessary, related, or incidental to any financing.
7. If sale is by competitive bid, assist in preparation of the bid documents, 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 all disclosure documents prepared or authorized by the issuer insofar as such documents describe the bonds and summarize the underlying documents; provided however the Firm as Bond Counsel shall assume no responsibility for (a) the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistics, projections or data, or (b) for ensuring qualification of the bonds for sale under the "blue sky" laws or jurisdiction.

9. Prepare, obtain, deliver, and file all closing papers necessary in connection with the sale and issuance of the bonds, including but not limited to, certified copies of all minutes, ordinances, resolutions and orders; certificates such as officers, seal, incumbency, signature, no prior pledge, arbitrage and other, and verifications, consents and opinions from accountants, engineers, special consultants and attorneys. Attend bond pre-closing with the City.

10. Issue standard, comprehensive bond counsel opinion as to the legality of the bonds, the security for their payment and the exemption or exclusion from Federal income taxation of the interest on the bonds.

11. Compile all closing documents and deliver two (2) complete bound sets and one electronic set to the City, and such other copies as may be necessary for other participants in the transaction.

B. For the services described above (other than validation procedures and related appeals, for which the Firm shall be compensated in accordance with Section C), except as described below, the City agrees that the Firm shall be compensated for Bond Counsel services, at the time the bonds or notes are issued, at a contingent fee equal to the following:

Minimum fee per issue	\$19,500
Up to \$10 Million, per bond	Minimum flat fee stated above
\$10 to \$20 Million, per bond	Minimum flat fee stated above for first \$10 million plus \$1.00 per \$1,000 for the next \$10 million
Over \$20 Million, per bond	Minimum flat fee stated above for first \$10 million plus \$1.00 per \$1,000 for the next \$10 million plus \$0.85 per \$1,000 for amount above \$20 million

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

Senior Partner	\$225/hour
Partner	215/hour
Of Counsel	205/hour
Associate	195/hour
Paralegal	No Charge

Invoices to the City for hourly legal services unrelated to specific issuance of a new debt shall be itemized and shall set forth the attorney, subject of the charge, the time applicable to the charge and the rate per hour. Upon mutual agreement, the City and the Firm may alternatively

agree to a negotiated fee structure for services unrelated to the specific issuance of a new debt. At the City's request, special counsel services related to particular projects may be governed by the terms of individual work orders which shall be approved by the City prior to commencement of work on such projects by the Firm.

D. 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, whether or not bonds or notes are ultimately issued.

E. 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 up to two (2) additional terms upon mutual agreement of the parties hereto.

F. The rules regulating The Florida Bar provide that common representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them. 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 underwriters' counsel on public finance matters in Florida. 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) on financings for other governmental entities in Florida on unrelated matters. In either case, such representations are standard and customary within the industry and we can effectively represent the City and the discharge of the Firm's professional responsibilities to the City will not be prejudiced as a result, either because such engagements will be sufficiently different or because the potential for such prejudice is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter, and the City expressly consents to such other representations consistent with the circumstances herein described. The City acknowledges and agrees that our role as Bond Counsel, disclosure counsel, or counsel to any local governmental entity or financial institution or in conjunction with public finance transactions is not likely to create or cause any actual conflict, and service as disclosure counsel, Bond Counsel, or counsel to other clients of ours will not per se be construed as a conflict or be objectionable to the City. 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.

G. This Agreement shall prevail for at least one hundred eighty (180) days after effective date of Agreement. After that period, this Agreement may be cancelled in whole or in part by either party giving thirty (30) days prior written notice to the other party. 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.


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H. 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.

DATED this 16th day of April, 2014.

(SEAL)

ATTEST:


Patricia L. Rambold
City Clerk

CITY OF NAPLES, FLORIDA

By: A. William Moss
Name: A. William Moss
Its: City Manager

Approved as to form and legality

By Robert D. Pritt
Robert D. Pritt, City Attorney

BRYANT MILLER OLIVE P.A.

Duane D. Draper

Duane D. Draper, Shareholder