

## **Board of County Commissioners Agenda Request**

**Date of Meeting:** August 2, 2016

**Date Submitted:** July 19, 2016

**To:** Honorable Chairperson and Members of the Board

**From:** Robert M. Presnell, County Administrator  
Arthur Lawson Sr., Assistant County Administrator

**Subject:** Approval of Resolution 2016 – 016 Piggybacking the Leon County Agreement for Bond Counsel

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### **Statement of Issue:**

This agenda item seeks Board approval of Resolution 2016-016 approving piggybacking of the Leon County, Florida agreement for professional services with Bryant Miller Olive, P.A. for Bond Counsel and disclosure counsel and authorizes the Chairperson to sign the agreement.

### **Background:**

Bryant Miller Olive, P.A. has been serving Gadsden County for many years as bond counsel and has provided excellent results.

### **Analysis:**

It was discovered that no current contract or agreement between Gadsden County and Bryant Miller Olive, P.A. exists. In order to expedite the closing of the two refinancing loans at the quoted interest rate, it best serves the County to piggyback the Leon County agreement.

### **Fiscal Impact:**

The costs are listed in the agreement, but are negotiable.

**Options:**

1. Approve Resolution 2016-016 approving piggybacking of the Leon County, Florida agreement for professional services with Bryant Miller Olive, P.A. for Bond Counsel and disclosure counsel and authorize the Chairperson to sign.
2. Do not approve.
3. Board direction.

**County Administrator's Recommendation**

Option 1

**Attachment:**

1. Resolution 2016-016
2. Leon County agreement with Bryant Miller Olive, P.A.

RESOLUTION NO. 2016-016

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, APPROVING PIGGYBACK OF THE LEON COUNTY, FLORIDA AGREEMENT FOR PROFESSIONAL SERVICES WITH BRYANT MILLER OLIVE PA FOR BOND COUNSEL AND DISCLOSURE COUNSEL; PROVIDING FOR FEES; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA:

SECTION 1: That the Board of County Commissioners of Gadsden County, Florida (the "Board"), hereby approves the piggyback of the Leon County Agreement for Professional Services with Bryant Miller Olive PA, for Bond Counsel.

SECTION 2: That the County Administrator is hereby authorized and directed to execute said Agreement.

SECTION 3: That the County Administrator is hereby authorized to extend or renew the Agreement, under the same terms, without further action of the Board.

SECTION 4: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2016.

GADSDEN COUNTY, FLORIDA

By: \_\_\_\_\_  
Brenda A. Holt, Chairperson  
Board of County Commissioners

ATTEST:

By: \_\_\_\_\_  
Nicholas Thomas  
Clerk of the Court

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**Leon County  
Board of County Commissioners  
Cover Sheet for Agenda #4**

**January 26, 2016**

<b>To:</b>	Honorable Chairman and Members of the Board
<b>From:</b>	Herbert W.A. Thiele, County Attorney
<b>Title:</b>	Approval of Extension of Retainer Contracts For Additional Two Years For Bond Counsel and Disclosure Counsel for the Leon County Board of County Commissioners

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<b>County Attorney Review and Approval:</b>	Herbert W.A. Thiele, County Attorney
<b>Department/Division Review and Approval:</b>	N/A
<b>Lead Staff/ Project Team:</b>	Herbert W. A. Thiele, County Attorney

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**Fiscal Impact:**

This item has a fiscal impact to Leon County only when the firms' services are engaged for specific matters. There will be no ongoing expenses.

**Staff Recommendation:**

Option # 1: Approve extension of Retainer Contract for two (2) years with Bryant, Miller & Olive as Leon County Bond Counsel.

Option # 2: Approve extension of Retainer Contract for two (2) years with GrayRobinson as Leon County Disclosure Counsel.

**Report and Discussion**

**Background:**

At the Board of County Commissioners' meeting of Tuesday, May 22, 2012, County staff was instructed to prepare and issue Requests for Proposals for Bond Counsel and Disclosure Counsel to Leon County, Florida.

After review of all of the responses and discussion by the committee members, the tabulation sheets showed that the number one ranked firm for Bond Counsel was Bryant, Miller & Olive, and the number one firm ranked firm for Disclosure Counsel was GrayRobinson. With those being the two leading candidates for Bond and Disclosure Counsel selection the Financial Advisory Committee unanimously voted to recommend to the Board of County Commissioners that the firm of Bryant, Miller & Olive be selected for Bond Counsel and the firm of GrayRobinson be selected for Disclosure Counsel.

It was also recommended that both firms enter into a Retainer Agreement with Leon County which sets forth the terms and conditions of such representation, including the fees which were proposed and that these contracts be for an initial five (5) year term, with potential renewals by the Board of County Commissioners. (Attachments #1 and #2)

**Analysis:**

At the County Commission meeting of February 12, 2013 the Commission approved the recommendations of the Financial Advisory Committee, but with three (3) year Retainers, with the option to review for an additional two (2) years. Both firms have expressed interest in said extensions (Attachment #3).

**Options:**

1. Approve extension of Retainer Contract for two (2) years with Bryant, Miller & Olive as Leon County Bond Counsel.
2. Approve extension of Retainer Contract for two (2) years with GrayRobinson as Leon County Disclosure Counsel.
3. Do not approve the extension of Retainer Contract for two (2) years with Bryant, Miller & Olive as Bond Counsel and GrayRobinson as Disclosure Counsel.
4. Board Direction.

**Recommendation:**

Option# 1 and 2.

**Attachment:**

1. Retainer Contract with Bryant, Miller & Olive as Leon County Bond Counsel.
2. Retainer Contract with GrayRobinson as Leon County Disclosure Counsel.
3. Letters expressing interest in said extensions from Bryant, Miller & Olive and GrayRobinson.

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# Bryant Miller Olive

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**Attorneys at Law**  
SunTrust International Center  
1 SE 3rd Avenue  
Suite 2200  
Miami, FL 33131  
Tel 305.374.7349  
Fax 305.374.0895  
www.bmo.com

December 14, 2015

Leon County Board of County Commissioners  
c/o Herbert W. A. Thiele, Esq.  
County Attorney  
Leon County, Florida  
301 South Monroe Street  
Tallahassee, FL 32301

Re: Letter Agreement for Professional Services – Bond Counsel

Dear Mr. Thiele:

We are in receipt of your letter dated December 9, 2015. This letter shall serve to advise the Leon County Board of County Commissioners that Bryant Miller Olive P.A. would like to extend the Letter Agreement dated February 13, 2013 between Bryant Miller Olive P.A. and Leon County for an additional two (2) years, through and including February 13, 2018.

Sincerely,

BRYANT MILLER OLIVE P.A.

*Bryant Miller Olive P.A.*



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountycl.gov

County Attorney's Office  
Suite 202, 301 S. Monroe Street  
Tallahassee, Florida 32301  
(850) 606-2500 (Telephone)  
(850) 606-2501 (Telefax)

### Commissioners

BILL PROCTOR  
District 1

JANE G. SAULS  
District 2

JOHN DAILEY  
District 3

BRYAN DESLOGE  
District 4

KRISTIN DOZIER  
District 5

MARY ANN LINDLEY  
At-Large

NICK MADDOX  
At-Large

VINCENT S. LONG  
County Administrator

HERBERT W.A. THIELE  
County Attorney

February 13, 2013

JoLinda L. Herring, Esq.  
Leonard T. Marcinko, Esq.  
Bryant Miller Olive P.A.  
101 North Monroe Street, Suite 900  
Tallahassee, Florida 32301

Re: Letter Agreement for Professional Services  
Bond Counsel

Dear JoLinda and Len:

This letter will confirm the retention of Bryant Miller Olive P.A. (hereinafter referred to as the "Firm") for the purpose of assisting Leon County in bond matters by serving as its bond counsel.

It is anticipated that you will be the primary members of your Firm involved in this matter, and that your Firm's work will be billed for professional services based upon the attached fee schedule, which was submitted in response to the County's Request for Proposals.

The term of this Agreement will be for three years, beginning February 12, 2013, with an option to extend the Agreement for an additional two years upon mutual agreement of the parties.

In addition to the aforesaid fees, your Firm may bill Leon County for customary out-of-pocket expenses. Such expenses include, but are not limited to, postage, overnight delivery services, long distance facsimile transmissions, travel expenses, photocopies, and long distance telephone charges. Such costs will be billed at the actual cost to the Firm with no mark-up or multiplier.

Your Firm will submit to the Leon County Attorney's Office invoices which itemize work performed and expenses incurred. The County agrees to pay your Firm for said professional services. Payment will be rendered within 30 days of receipt and approval by the County of said invoice. Your Firm will provide at least thirty (30) days' notice of any proposed change in the fee schedule, which must be agreed to in writing by the County prior to its effect.



JoLinda L. Herring, Esq.  
Leonard T. Marcinko, Esq.  
Bryant Miller Olive P.A.  
February 13, 2013  
Page 2

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It is further agreed that either your Firm or Leon County may discontinue all services as contemplated herein to the County, either temporarily or permanently, ~~without notice or cause~~ <sup>with 60 days</sup> being provided. JH

We have forwarded to you duplicate originals. Please indicate your acceptance of the foregoing by signing, dating, and returning one of the original Letter Agreements to us. Your signature, or the signature of an authorized representative on behalf of your Firm, will give this Letter Agreement the binding effect of a contract in matters relating to professional services rendered herein.

We look forward to working with you toward a favorable resolution of this matter. If you have any questions concerning this Letter Agreement or the matters described herein, please contact the Leon County Attorney's Office at 606-2500.

Sincerely,

COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA

  
Herbert W.A. Thiele, Esq.  
County Attorney

I HEREBY APPROVE AND ACCEPT THE TERMS AND CONDITIONS SET FORTH IN THIS LETTER AGREEMENT.

FIRM NAME: Bryant Miller Olive P.A.

YOUR SIGNATURE: JoLinda Herring

TITLE: Shareholder

DATE: march 8, 2013

Revised Attachment #1  
**REVISED COST PROPOSAL**

**Firm's Name:** Bryant Miller Olive P.A.

Item	Type of Bond	Fee per Bond as a Percentage of Bond
1	General Obligation Bonds or Notes	\$1.00/\$1,000 par amount
2	County Issue Fixed Rate Revenue Bonds or Notes	\$1.30/\$1,000 par amount
3	County Issue Variable Rate Revenue Bonds or Notes	\$1.25/\$1,000 par amount
4	General Obligation Refunding Bonds or Notes	\$1.00/\$1,000 par amount
5	Refunding County Revenue Bonds or Notes	\$1.30/\$1,000 par amount
6	Lease-Purchase Bonds Or Certificates of Participation	\$1.20/\$1,000 par amount
Subtotal (Sum of Items 1 – 6)		\$7.05/\$1,000 par amount
		÷ 6
Average Percentage per Bond Fee (Subtotal ÷ 6)		= \$1.18/\$1,000 par amount

**NOTE:** The Average Percentage per Bond Fee is for bidding and award purposes only. The awarded contractor will be paid the actual percentage per Bond Fee for each specific bond type.

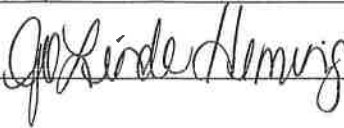
\* Minimum fee of \$15,000. However, the Firm will negotiate fees.

**Hourly Rates:** Enter the hourly rate Leon County will be charged for year one, and for two one-year optional extensions, for other services, such as attendance at meetings; attention to any litigation that may occur; or coordination with potential purchasers, bond insurers, registrar, paying agents and similar parties. Additionally, the County reserves the right, in its sole option, to compensate the Respondent, including but not limited to the Sole/Primary Bond Counsel, as set forth below.

	Year 1	Year 2	Year 3
Sole/Primary Bond Counsel	\$ 250 /hr	\$ 250 /hr	\$ 250 /hr
Tax Counsel	300	300	300
Partners	250	250	250
Junior Partners/Senior Associates	200	200	200
Associates	175	175	175
Paralegals and Law Clerks	\$ 100 /hr	\$ 100 /hr	\$ 100 /hr

**PRICING INFORMATION (use additional sheets as necessary)**

Billing Address	Time-Keepers (List by Name)	Professional Status	Hourly Rate
101 North Monroe Street Suite 900 Tallahassee, Florida 32301	SEE RFP		

Respondent's Signature:  Date: 10/29/2012



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountyfl.gov

County Attorney's Office  
Suite 202, 301 S. Monroe Street  
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VINCENT S. LONG  
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HERBERT W.A. THIELE  
County Attorney

December 9, 2015

JoLinda L. Herring, Esq.  
Leonard T. Marcinko, Esq.  
Bryant Miller Olive P.A.  
101 North Monroe Street, Suite 900  
Tallahassee, Florida 32301

Re: Letter Agreement for Professional Services – Bond Counsel

Dear JoLinda and Len:


Pursuant to the terms of the February 13, 2013, Letter Agreement between Leon County, Florida, and Bryant Miller Olive P.A., a copy of which is attached, "[t]he term of this Agreement will be for three years, beginning February 12, 2013, with an option to extend the Agreement for an additional two years upon mutual agreement of the parties."

This letter is written to determine whether Bryant Miller Olive P.A. is interested in extending the Agreement for the additional two years referenced above under the terms of the existing Agreement. If you are interested in doing so, please let us know by December 30, 2015, so that we may timely prepare and submit an agenda item for consideration by the Board of County Commissioners at its January 26, 2016, meeting.

If you have any questions, please do not hesitate to contact the County Attorney's Office.

Sincerely,

COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA

  
Herbert W.A. Thiele, Esq.  
County Attorney

HWAT:mal

Enclosure



# Leon County

## Board of County Commissioners

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County Attorney

February 13, 2013

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Leonard T. Marcinko, Esq.  
Bryant Miller Olive P.A.  
101 North Monroe Street, Suite 900  
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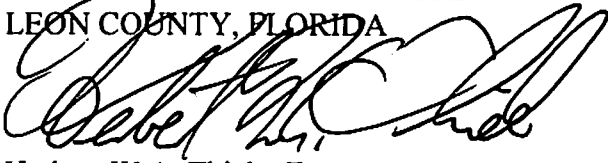
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being provided.

We have forwarded to you duplicate originals. Please indicate your acceptance of the foregoing by signing, dating, and returning one of the original Letter Agreements to us. Your signature, or the signature of an authorized representative on behalf of your Firm, will give this Letter Agreement the binding effect of a contract in matters relating to professional services rendered herein.

We look forward to working with you toward a favorable resolution of this matter. If you have any questions concerning this Letter Agreement or the matters described herein, please contact the Leon County Attorney's Office at 606-2500.

Sincerely,

COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA

  
Herbert W.A. Thiele, Esq.  
County Attorney

I HEREBY APPROVE AND ACCEPT THE TERMS AND CONDITIONS SET FORTH IN THIS LETTER AGREEMENT.

FIRM NAME: Bryant Miller Olive P.A.

YOUR SIGNATURE: *Opalinda Fleming*

TITLE: Share holder

DATE: March 8, 2013

Revised Attachment #1  
**REVISED COST PROPOSAL**

Firm's Name: Bryant Miller Olive P.A.

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