


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: September 22, 2015

RE: Approval of Contract Renewal with
Broad & Cassel for Bond Counsel Services
Contract No. 000816

Board approval is requested for the second and final renewal of the referenced contract with Broad & Cassel, in the amount of \$325,000.00. The renewal period will be from November 1, 2015, to October 31, 2016.

The services to be provided under the renewal will include consulting with Authority officers and staff concerning all legal questions relating to the incurrence of debt; preparing all indentures, resolutions and other instruments authorizing and securing bonds or other indebtedness of the Authority and required in connection with their issuance; preparing and reviewing all documentation required for bond sales and closings; preparing all documents required in connection with the validation of bonds by the Authority; legal services related to all matters affecting the administration and collection of revenues involved with, or available for, financial undertakings by the Authority.

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000816

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 8th day of October, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Broad & Cassel, hereinafter called "Counsel"

WITNESSETH

WHEREAS, the Authority and Counsel entered into a Contract Agreement (the "Original Agreement") dated September 30, 2011, whereby the Authority retained Counsel to provide bond counsel services; and

WHEREAS, pursuant to Article 8 of the Original Agreement, Authority and Counsel wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Counsel agree to a second renewal of said Original Agreement beginning the 1st day of November, 2015, and ending the 31st day of October, 2016, for the amount of \$325,000.00.

Counsel states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending October 31, 2015, Counsel shall execute a 'Certificate of Completion of the First Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending October 31, 2015.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement except as follows:

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

BROAD & CASSEL

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

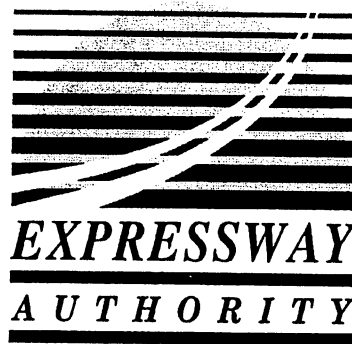
Witness (2) _____

AGREEMENT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
BROAD AND CASSEL**

**BOND COUNSEL SERVICES
CONTRACT NO. 000816**

**CONTRACT DATE: SEPTEMBER 30, 2011
CONTRACT AMOUNT: \$257,500.00**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**AGREEMENT
FOR
BOND COUNSEL SERVICES**

CONTRACT NO. 000816

September 2011

Members of the Board

**Walter A. Ketcham, Jr., Chairman
Tanya J. Wilder, Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
R. Scott Batterson, P.E., Member**

Executive Director

Michael Snyder, P.E.

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**AGREEMENT
BOND COUNSEL SERVICES
CONTRACT NO. 000816**

THIS AGREEMENT ("Agreement") is entered into as of September 30, 2011, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the State of Florida, 4974 ORL Tower Road, Orlando, Florida 32807 ("AUTHORITY"), and BROAD AND CASSEL ("COUNSEL").

WITNESSETH:

WHEREAS, the AUTHORITY desires to retain the services of competent and qualified legal counsel to serve as the AUTHORITY's bond counsel for the issuance of revenue bonds and other debt instruments which may be required from time to time to finance additions and improvements to the Expressway System and to refund outstanding indebtedness;

WHEREAS, on July 22, 2011, the AUTHORITY issued a Request for Proposals for Bond Counsel services;

WHEREAS, based upon the recommendation of the Evaluation Committee at its meeting held on August 31, 2011, and the recommendation of the Finance Committee at its meeting held on September 21, 2011, the Governing Board of the AUTHORITY at its meeting held on September 28, 2011, selected COUNSEL to serve as Bond Counsel;

WHEREAS, COUNSEL, in the course of the selection process, expressed its commitment to the AUTHORITY to associate itself with the law firm of KnoxSeaton as Co-Bond Counsel ("CO-COUNSEL"), which contractual arrangement will be between COUNSEL and CO-COUNSEL separate from this Agreement; and

WHEREAS, COUNSEL is competent, qualified and duly authorized to practice law in the State of Florida and desires to provide professional legal services to the AUTHORITY according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the AUTHORITY and COUNSEL agree as follows:

SECTION 1. SERVICES. The AUTHORITY does hereby retain COUNSEL to furnish professional services and perform those tasks generally described as legal services related to AUTHORITY financial matters, including, but not limited to, bond financing and re-financing and as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A."

SECTION 2. NO ASSURANCE REGARDING SCOPE OR QUANTITY OF SERVICE.

(a) Although the AUTHORITY currently anticipates using the services of COUNSEL, the AUTHORITY provides no assurance to COUNSEL regarding the amount or quantity of legal services that COUNSEL will provide the AUTHORITY under this Agreement.

(b) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise from time to time. The AUTHORITY designates the AUTHORITY's General Counsel or Chief Financial Officer as the AUTHORITY employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representatives shall have the authority to transmit instructions, receive information, and interpret and define the AUTHORITY's policy and decisions pertinent to the work covered by this Agreement. The AUTHORITY may, from time to time, notify COUNSEL of additional employees to whom communications regarding day-to-day conduct of this Agreement may be addressed.

SECTION 3. RESPONSIBILITIES OF COUNSEL.

(a) COUNSEL agrees to timely provide the professional services and facilities required to assist the AUTHORITY in the field of finance, bond financing and re-financing and other areas of responsibility as deemed necessary by the AUTHORITY.

(b) COUNSEL shall keep abreast of statutes, regulations, codes, tax codes and applicable case law in all areas of responsibility at its sole expense.

(c) COUNSEL designates Joseph B. Stanton, as the primary attorney to provide services to the AUTHORITY and will be assisted from time to time by other members of the firm, as he deems appropriate to the needs of the particular transaction.

(d) COUNSEL agrees to utilize associates and legal assistants/paralegals, under the supervision of COUNSEL, where appropriate to accomplish cost effective performance of services.

(e) It shall be the responsibility of COUNSEL to specifically request all required information and to provide itself with reasonably sufficient time to review all information so as not to delay without good cause performance under this Agreement.

(f) COUNSEL shall be responsible for the professional quality, technical accuracy, competence and methodology of the work done under this Agreement.

SECTION 4. PAYMENT FOR SERVICES AND BILLING.

(a) In consideration of the promises and the faithful performance by COUNSEL of its obligations, the AUTHORITY agrees to pay COUNSEL a fee based on a "fixed-fee" per transaction basis, said fee shall be based on the fee schedule attached hereto as Exhibit "B." Any services not directly related to a specific transaction will be billed by

COUNSEL on a "Time Basis Method". Total compensation to COUNSEL during the three-year term of the Agreement is estimated to be \$257,500.00.

(b) On transactions where COUNSEL is being compensated on the "Time Basis Method", the AUTHORITY shall compensate COUNSEL for the actual work hours required to perform the services authorized. Payment for services billed on a Time Basis Method shall be made to COUNSEL each month for the immediately preceding month's services. COUNSEL shall provide an itemized invoice based on actual services rendered. COUNSEL shall be compensated based on the fee schedule attached hereto as Exhibit "B".

(c) Reimbursable expenses shall be paid in addition to the payment due under subsection (b) above and shall include actual expenditures made by COUNSEL, its employees or its professional consultants in the interest of the work effort for the expenses listed in the following subsections; provided; however, that all reimbursements of expenses shall be subject to the AUTHORITY's policies and procedures, including those for travel expenses:

(1) Reasonable expenses of transportation, when traveling outside of Orlando.

(2) Reasonable expense for reproductions, postage and handling of material associated with the work effort.

(3) If authorized in writing in advance by the AUTHORITY, the reasonable cost of other expenditures made by COUNSEL in the interest of the services provided under this Agreement.

(d) The parties hereto do hereby acknowledge that the fees described in this Agreement are based on the proposed fees to be paid to COUNSEL, including any third party tax consultants hired by COUNSEL. COUNSEL has agreed to subcontract with KnoxSeaton as CO-COUNSEL. All fees outlined in Exhibit B are inclusive of CO-COUNSEL fees. The AUTHORITY shall have the right to approve assignments as fees paid to CO-COUNSEL and fees shall be based on tasks performed.

SECTION 5. GENERAL TERMS AND PAYMENT.

(a) COUNSEL shall have a documented invoice procedure and shall invoice the AUTHORITY as designated by the AUTHORITY, by the 20th calendar day of each month for services performed during the preceding month, when being compensated on the "Time Basis Method," and within twenty (20) days of the closing of a bond transaction when being compensated on the "Fixed Fee Method." The AUTHORITY shall pay COUNSEL within thirty (30) days of receipt of such valid invoice.

(b) COUNSEL agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to services performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement.

SECTION 6. CO-COUNSEL SERVICES. COUNSEL has agreed to separately engage the Co-Counsel services of KnoxSeaton on an issuance-by-issuance basis, as directed by and in the sole discretion of the AUTHORITY's Chief Financial Officer. In such event, COUNSEL agrees to exercise its best efforts, in good faith, to negotiate with CO-COUNSEL a fair allocation of work responsibility. The fees paid to CO-COUNSEL shall be the responsibility of COUNSEL directly; however, the final terms of such arrangement shall be subject to the approval of the AUTHORITY. The exact percentage paid to CO-COUNSEL on each transaction shall be at the sole discretion of COUNSEL based on the allocation of work responsibility and the quality of work product of CO-COUNSEL. At the request of COUNSEL, for convenience, the AUTHORITY may pay CO-COUNSEL directly out of Cost of Issuance at Closing the determined percentage of the Fixed Fee upon receipt of an invoice consistent with the terms and conditions of that separate arrangement between COUNSEL and CO-COUNSEL. COUNSEL shall incorporate into such separate arrangement with CO-COUNSEL the same terms and conditions as to which COUNSEL is subject hereunder.

SECTION 7. OWNERSHIP OF DOCUMENTS. All legal opinions or any other form of written instrument or document that may result from COUNSEL's services or have been created during the course of COUNSEL's performance under this Agreement shall become the property of the AUTHORITY after final payment is made to COUNSEL; however, COUNSEL retains the right to retain copies of its work product and to use same for appropriate purposes. COUNSEL shall incorporate a similar provision into its separate arrangement with CO-COUNSEL granting ownership to the AUTHORITY of such written instrument or document that may result from CO-COUNSEL's services.

SECTION 8. TERM. This Agreement shall become effective September 30, 2011, and, unless earlier terminated as provided for herein, shall run for a term of three (3) years, with two one-year renewals at the AUTHORITY's option. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by COUNSEL are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide COUNSEL with written notice of its intent at least 90 days prior to the expiration of the initial 3-year Contract Term.

SECTION 9. CONFLICT OF INTEREST. COUNSEL hereby certifies that no officer, agent or employee of the AUTHORITY has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of COUNSEL, and that no such person shall have any such interest at any time during the term of this Agreement.

SECTION 10. NO ASSIGNMENT. The parties fully understand and agree that the professionalism and specialization involved in serving as Bond Counsel is of paramount importance and that this Agreement would not be entered into by the AUTHORITY except for its confidence in, and assurances provided for, the character, abilities, and reputation of COUNSEL. Therefore, COUNSEL shall not assign or transfer their rights, duties and obligations provided for herein, nor allow such assignment or transfer by operation of law or otherwise without the prior written approval of the AUTHORITY. The delegation by

COUNSEL of certain assignments or tasks under the scope of services to CO-COUNSEL shall not be deemed an assignment of this Agreement for purposes of this Section.

SECTION 11. AMENDMENT. No waiver, alterations, consent or modification of any of the provisions of this Agreement, including any change in the scope of services, shall be binding unless made in writing and duly approved and executed by the parties hereto.

SECTION 12. LOSS OF ESSENTIAL LICENSE. The parties agree that any occurrence, whether within or beyond the control of COUNSEL, which renders one or more Key Personnel incapable of performing the duties and obligations required hereunder, including the loss or suspension of license to practice law in Florida, shall constitute an extraordinary breach of this Agreement and shall give the AUTHORITY the right to terminate this Agreement immediately upon written notice to COUNSEL. It shall be solely within the discretion of the AUTHORITY whether the affected member of COUNSEL's law firm is considered Key Personnel for purposes of this Agreement. This Section shall apply irrespective of the reason for the loss or suspension of any essential license.

SECTION 13. INDEPENDENT CONTRACTOR. COUNSEL shall be considered as an independent contractor with respect to all services performed under this Agreement and in no event shall anything contained within the Request for Proposals or this Agreement be construed to create a joint venture, association, or partnership by or among the AUTHORITY and COUNSEL (including its officers, employees, and agents), nor shall COUNSEL hold itself out as or be considered an agent, representative or employee of the AUTHORITY for any purpose, or in any manner, whatsoever. COUNSEL shall not create any obligation or responsibility, contractual or otherwise, on behalf of the AUTHORITY nor bind the AUTHORITY in any manner.

SECTION 14. INSOLVENCY. If COUNSEL shall file a petition in bankruptcy or shall be adjudged bankrupt, or in the event that a receiver or trustee shall be appointed for COUNSEL, the parties agree that the AUTHORITY may immediately terminate this Agreement with respect to the party in bankruptcy or receivership.

SECTION 15. INSURANCE. COUNSEL, at its own expense, shall keep and maintain at all times during the term of this Agreement:

(a) Professional Liability or Malpractice Insurance with coverage of at least One Million Dollars (\$1,000,000) per occurrence.

(b) Workers' Compensation Coverage as required by Florida law.

COUNSEL shall provide the AUTHORITY with properly executed Certificate(s) of Insurance forms on all the policies of insurance and renewals thereof in a form(s) acceptable to the AUTHORITY. The AUTHORITY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies licensed and authorized to do business under the laws of the State of Florida and having a financial

rating of at least B+ Class VI and a claims paying ability rating of at least A+ from Best, or equivalent ratings from another nationally recognized insurance rating service.

The AUTHORITY agrees that, if more than one entity is providing Bond Counsel services, each firm shall independently be liable to the AUTHORITY for any negligence or professional malpractice committed by the respective entity's employees and that no law firm shall have any cross-liability or responsibility for any negligence or professional malpractice committed by another acting separately or in a co-counsel relationship.

SECTION 16. ALTERNATIVE DISPUTE RESOLUTION. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among all parties participating.

SECTION 17. WAIVER. The failure of the AUTHORITY to insist upon strict and prompt performance of any of the terms and conditions of this Agreement shall not constitute a waiver of the AUTHORITY's right to strictly enforce such terms and conditions thereafter.

SECTION 18. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For the AUTHORITY:

Mr. Joseph Passiatore, General Counsel
Ms. Nita Crowder, Chief Financial Officer
Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

For COUNSEL:

Mr. Joseph B. Stanton
Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801-4961

SECTION 19. TERMINATION. The AUTHORITY may, by written notice to COUNSEL terminate this Agreement, in whole or in part, at any time, with or without cause. Upon receipt of such notice, COUNSEL shall:

(a) immediately discontinue all services affected (unless the notice directs otherwise); and

(b) deliver to the AUTHORITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by COUNSEL in performing this Agreement, whether completed or in process.

SECTION 20. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT. COUNSEL shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, COUNSEL agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 21. SEVERABILITY. Should any term, provision, covenant, condition or other portion of this Agreement be held illegal or invalid, the same shall not affect the remainder of this Agreement, and the remainder shall continue in full force and effect as if such illegality or invalidity had not been contained herein.

SECTION 22. ENTIRE AGREEMENT. It is understood and agreed that the entire Agreement of the parties is contained herein (including all attachments, exhibits and appendices) and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.


SECTION 23. PUBLIC ENTITY CRIMES. COUNSEL hereby acknowledges that it has been notified that under Florida Law a person or affiliate, as defined in §287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

SECTION 24. RIGHTS AT LAW RETAINED. The rights and remedies of the AUTHORITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 25. APPLICABLE LAW; VENUE. This Agreement shall be construed in accordance with and governed by the Laws of the State of Florida. Venue for any action brought hereunder, in law or equity, shall be exclusively in Orange County, Florida.

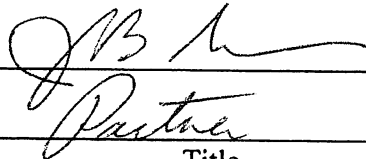
IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on September 28, 2011.

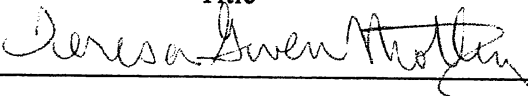
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Print Name: Claude Miller

BROAD AND CASSEL

By: 
Title

ATTEST:  (Seal)

Approved as to form and execution, only.



General Counsel for the AUTHORITY

EXHIBIT "A"
SCOPE OF SERVICES
BOND COUNSEL

Services to be performed by Counsel include, but are not limited to, the following:

- A. Serve as a member of the Authority's financing team;
- B. Meet or consult with the Authority Board members, officers and staff, including the financing team and established committees, concerning all legal questions relating to the issuance of debt;
- C. Attend, upon request, meetings of the Authority Board and meetings of the Finance Committee;
- D. Prepare all indentures, resolutions and other instruments authorizing and securing bonds or other indebtedness of the Authority and required in connection with their issuance, and perform such tasks in cooperation with the financial advisors, underwriters and other legal counsel engaged by the Authority;
- E. Prepare and review of all documentation required for bond sales and closings, including but not limited to resolutions, certificates, opinions and notices of sale;
- F. Coordinate, attend and manage all aspects of the bond closings;
- G. Render appropriate opinions as to validity and enforceability of certain agreements of the Authority, the legality of the indebtedness being issued, the proceedings pursuant to which they are issued, and tax treatment of interest on the bonds, notes, certification of participation or other indebtedness for federal income tax purposes, which opinions are to be in written form, executed on behalf of the law firm and delivered at the time the bonds, notes, certification of participation or other indebtedness are to be authenticated and delivered;
- H. Upon request, prepare all documents required in connection with the validation of bonds by the Authority and, where applicable, on appeal, and, with the assistance of General Counsel, handle the associated legal proceedings;
- I. Participate, as part of the financing team, in discussions concerning the Preliminary Official Statement and Official Statement and any amendments thereto in connection with Authority financings;

- J. Review all disclosure documents, including official statements, prepared or authorized by the Authority insofar as such documents contain descriptions of the bonds, notes, certificates of participation or any other indebtedness, summaries of contracts or other documents relevant to the bonds, notes, certificates of participation or any other indebtedness; provided, however, Counsel shall have no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistical projects or data, and, provided further, that Counsel shall have no responsibility to the purchasers of the bonds, notes, certificates of participation or any other indebtedness for State or Federal securities law compliance in connection with the offering of the bonds, notes, certificates or participation or other indebtedness;
- K. Assist the Authority in complying with Federal and State regulatory agencies' laws and regulations, including but not limited to the Trust Indenture Act of 1940, Securities Act of 1933, Securities Exchange Act of 1934, and other SEC and MSRB rules and regulations;
- L. Assist in reviewing investment decisions in compliance with arbitrage regulations; ensuring the legality and suitability of defeasance and escrow structures and agreements; ensuring the legality and suitability of hedge instruments and other complex financial products proposed to the Authority;
- M. As requested, assist the Authority, as requested, with the credit rating process, including meetings with representatives of the major rating agencies which assign credit ratings to municipal bonds;
- N. Assist the Authority and its financial advisors, investors, credit analysts, insurers and bankers to effectively manage: formulation of financing plans; structuring financial solutions; drafting documents for public or private offering of debt; new money or refunding debt; compliance with Florida law, federal tax code, and SEC rules; fixed and variable debt (single mode or multi-modal); structure finance; investment processes; taxable and tax-exempt structures; and the response to financial proposals presented to the Authority from time to time;
- O. Inform the Authority of the impact of changes in Federal and State Laws regarding the issuance and management of the public debt;
- P. Legal services related to all matters, including legislative matters, effecting the administration and collection of revenues involved with, or available for, financial undertakings by the Authority; and

- Q. Provide general advice and consultation, from time to time, to the Authority and its financing team related public finance, including but not limited to fixed and variable rate debt structures, taxable and tax-exempt structures, and investment of debt proceeds.

The Authority separately selects other financing team members, including disclosure counsel and issuer's counsel. The Authority may adjust the responsibilities and assignments of the financing team members in order to best utilize, in the Authority's judgment, the expertise of its various financing team members.

End of Scope of Services

**EXHIBIT B
FEE SCHEDULE**

FEE PROPOSAL PER \$1,000 UPON SUCCESSFUL CLOSING*		
Par Value Range of Bonds Issued		Fee per \$1,000
\$0	\$25,000,000	\$1.60
\$25,000,001	\$50,000,000	\$0.60
\$50,000,001	\$100,000,000	\$0.45
\$100,000,001	\$200,000,000	\$0.20
Over \$200,000,001		\$0.20

*Maximum fee for a successful closing of bonded debt: \$150,000

For hourly work unrelated to a particular bond transaction, we would charge a blended hourly rate of \$250. We would not charge for paralegal or secretarial time.

In connection with a particular bond closing, we would charge for our actual out-of-pocket expenses associated with preparing closing binders and Federal express charges, which we would estimate at approximately \$500 per transaction, assuming most binders are prepared as CDs. We would not charge for travel or related expenses for attending meetings in Orlando. We would not anticipate charging for any expenses associated with our hourly work for the Authority.



BANK OF AMERICA CENTER
390 N. ORANGE AVENUE
SUITE 1400
ORLANDO, FL 32801
TELEPHONE: 407-839-4200
FACSIMILE: 407-425-8377
WWW.BROADANDCASSEL.COM
JOSEPH B. STANTON, P.A.
DIRECT LINE: 407-839-4210
DIRECT FACSIMILE: 407-425-8377
EMAIL: JSTANTON@BROADANDCASSEL.COM

August 12, 2011

Claude Miller
Director of Procurement
Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: Request for Proposal – Bond Counsel Services Contract No. 000816

Dear Mr. Miller:

Broad and Cassel ("BC" or "the Firm") appreciates the opportunity to respond to your Request for Proposal ("RFP") for Bond Counsel Legal Services for the Orlando-Orange County Expressway Authority ("Authority"). Broad and Cassel is offers full-service legal representation for individuals, public entities and private enterprises—from start-ups to Fortune 500 companies. Founded in 1946, BC is structured as a General Partnership made up of Professional Associations organized and doing business under the laws of Florida. Our corporate office is located in Orlando, Florida with additional offices are in Tallahassee, Miami, Tampa, Boca Raton, West Palm Beach, Fort Lauderdale, and Destin to serve your legal needs.

The attorneys of Broad and Cassel's Public Finance and Capital Projects Practice Group have been involved in more than a thousand public finance transactions. The Firm and our public finance attorneys have been listed in the *Bond Buyer's Municipal Marketplace Directory* ("Red Book") for almost two decades, and our Public Finance and Capital Projects group currently includes over 20 attorneys throughout our eight offices in the state. Our public finance clients include expressway authorities, among them Orlando-Orange County Expressway Authority, transportation entities, local governments, state agencies, special districts, underwriters, private borrowers, trustees and lenders. Our attorneys have provided counsel and participated in many of the major deals that have shaped Florida over the last 30 years. **During the previous decade, no law firm has served as bond counsel on more Florida transportation toll authority bond issues than Broad and Cassel. Broad and Cassel is recognized as the preeminent law firm in the State working with toll authorities.** We have thoroughly reviewed the RFP and assert that we are well suited to perform the work required, as stated in the Scope of Services, for the Authority.

Notable experience:

- Bond Counsel to the Orlando-Orange County Expressway Authority since 2006 (undersigned proposer has been Co-Bond Counsel since 2003 and had prior experience

- with the Authority since 1999) in which we have participated in all facets of the Authority's financings, including but not limited to statutory drafting, bond validations, master and supplemental bond resolution drafting, negotiations with financial institutions regarding credit facilities, negotiations with the Florida Department of Transportation, negotiations and review of agreements with local governments.
- In addition to the Orlando-Orange County Expressway Authority, we serve as Bond Counsel to the Tampa-Hillsborough Expressway Authority, Osceola County Expressway Authority, Florida Development Finance Corporation, Greater Orlando Aviation Authority, and Southwest Florida Expressway, among others. Through our representation of these clients, the Firm has delivered Bond Counsel opinions on over \$3.0 billion of toll authority and transportation debt.
 - Have and continue to negotiate key agreements with the Florida Department of Transportation and the Division of Bond Finance on behalf of our toll agency clients, including the Authority and the Tampa-Hillsborough County Expressway Authority.
 - Playing a key role in developing a P3 that resulted in building the Southern Connector Extension and Osceola Parkway (\$450 million).
 - Served as counsel on both the Port of Miami Tunnel and I-75 private/public road projects by representing separate consortiums of entities bidding on each project.
 - Served as counsel to Wells Fargo on financing for the North Carolina Turnpike Authority in excess of \$1 billion.
 - Served as bond counsel to the Authority on, what was at the time, the largest public finance transaction in the state of Florida at \$1.072 billion.
 - Served as bank counsel on the largest healthcare finance transaction in the state of Florida at \$1.038 billion.

Our lawyers know Florida's economy, its history, and its government, business and political leaders. Over the years, we have developed a keen understanding of how government works at the local, regional, state and federal levels. In many areas, we have been largely responsible for drafting and shaping the law. Our knowledge and expertise, combined with our focus on excellent client service, has made Broad and Cassel one of Florida's leading law firms.

We are committed to forming lasting relationships and will give the Authority the time and attention needed to meet and exceed your expectations. The team we have assembled to represent the Authority possesses a wealth of bond counsel experience, along with the ability to provide other potential legal and business services needed by the Authority.

Thank you again for the opportunity to submit our response to this RFP. Please feel free to contact us, if you need additional information or have questions regarding this proposal.

Respectfully submitted,
Broad and Cassel

Joseph B. Stanton, P.A.
Partner

B. EXPERIENCE OF THE FIRM

A description of the Bond Counsel services, specifically relating to the governmental sector, which the firm is capable of providing, together with an explanation of how these services might best assist the Authority.

1. A representative list of the last five transactions for which your firm has served as Bond Counsel for clients of a similar size or nature as the Authority. Complete the following table for each issue providing the information identified below:

- a. Issue
- b. Security Source
- c. Issuer
- d. Issuance Date
- e. Size
- f. Purpose
- g. Role

2. Provide a list of the past 3 years of your firm's toll/transportation experience serving either as Bond Counsel or Disclosure Counsel. In lieu of the toll/transportation experience, experience with other revenue backed bonds of a similar structure will be acceptable. Please indicate the following for each transaction.

- a. Issue
- b. Issuer
- c. Issuance Date
- d. Size
- e. Purpose
- f. Role

3. A description of any disciplinary action, administrative proceedings or malpractice claim or other like proceeding against the firm or any of its lawyers that would serve on this engagement, whether current, pending or threatened.

B.

Since 2009, no law firm has served as bond counsel on more Florida transportation/toll road bond issues than Broad and Cassel. Our unmatched experience advising expressway authorities and transportation agencies across the state can provide the Authority with a more global perspective of the industry. Because of our prior experience working the Orlando-Orange County Expressway Authority and other similar agencies as bond counsel, general counsel, trial counsel, eminent domain counsel and special counsel, we fully understand our role with the Authority, its board, staff and other affiliated departments. We are also knowledgeable regarding policies and procedures as they relate to bond counsel services from previous experience with our current clients in the transportation industry. This experience as detailed throughout this RFP ensures our team's ability to perform legal services for the Authority.

We have strategically grown our Public Finance and Capital Projects Practice Group and have placed value and quality over quantity in our provision of bond counsel services. This distinction allows us to devote a high degree of attention to our public finance clients. In addition, as an offshoot of our representation of highly successful business entities, Broad and

Cassel has been aggressive in streamlining our processes and procedures, thereby allowing us to provide extremely cost-effective counsel, which is critical in light of the economic climate.

We serve clients in various roles and on a variety of issues. Our attorneys have provided counsel and participated in many of the major deals that have shaped Florida. Set forth below is a brief description of specific services that we have provided to our toll agency clients as well as a more general description of the services we have provided to our other governmental clients.

Toll Agency Qualifications

As indicated above, no firm has more experience with Florida's toll agencies than Broad and Cassel. In particular, no firm has more experience with the Authority, its enabling act and its bond documents than Broad and Cassel. Members of the Broad and Cassel team have played a major role in representing the Authority in the following areas:

Bond Documents Preparation and Review: Members of the BC team drafted the Master Bond Resolution of the Authority as well as all Supplemental Bond Resolutions currently in effect with respect to all outstanding bond issues of the Authority since it obtained the power to issue debt in 2003. BC is intimately familiar with the flow of funds, the additional bond requirements and the covenants of the Authority set forth in the Master Bond Resolution and frequently provides opinions and analysis to the Authority regarding the applicability and interpretation of the Master Bond Resolution, as supplemented, in various circumstances. BC is also familiar with and has prepared and/or reviewed all major documents associated with the Authority's debt offerings, including Bond Purchase Agreements, Trustee and Tender Agent Agreements, Escrow Deposit Agreements, Preliminary and Final Official Statements and Insurer and Bond Credit Facility Agreements.

Tax Diligence and Analysis: In addition to our general tax experience described below, BC is very familiar with the tax issues facing local toll agencies such as the Authority and has issued tax-exemption opinions on over \$3 billion of toll agency tax-exempt debt. We have performed extensive tax analysis on the Authority and its capital work program and have addressed several tax issues faced by agencies such as the Authority, including:

Private Use issues: We have analyzed the private use of the toll system of the Authority to determine whether certain private use of the system (i.e., lease of excess capacity on the fiber optic cable network) is permissible.

Use of Proceeds: We have passed on the use of bond proceeds to fund the Authority's work program, including extensive diligence of the Authority's five-year work program and the component parts of the same and the use of bond proceeds to fund interest expense on Bonds issued by the Authority for capital projects during the construction period.

Arbitrage Yield and Rebate: BC has consulted with the Authority regarding various arbitrage rebate and compliance issues including yield restrictions and exceptions from rebate for funds deposited into project accounts.

Records Retention: BC has advised the Authority with respect to records retention associated with the use and investment of bond proceeds

Refundings: BC has advised the authority with respect to various tax issues associated with refunding bond issues, including current refundings, compliance with requirements associated with the remaining weighted average maturities of refunding bonds and the use of the proceeds of refunded bonds.

Legislative Drafting and Knowledge of Statutory Provisions: No other law firm in the State has more experience than BC with respect to the Authority's enabling legislation. Members of the Broad and Cassel team drafted the primary provisions of the Authority's enabling act, Florida Statutes, Chapter 348, Part V, including the provisions with respect to the Authority's ability to issue bonds and legislative approvals of specific projects for bond financing by the Authority. Knowledge of the statutes, including particularly, Section 348.761, regarding the covenants of the State and Section 348.764, regarding the enforceability by bondholders of certain obligations of the Authority and the Department of Transportation, may become critical to the Authority during the upcoming legislative session. In addition, as a result of our extensive work with local toll agencies, BC has extensive knowledge of other statutory provisions that impact toll agencies, including the provisions of Florida Statutes, Chapter 348, Part I, regarding Public Private Partnerships (P3) solicitations and financial disclosures by board members.

Negotiation, Review and Analysis of Contractual Relationships with the Florida Department of Transportation: Local toll agencies such as the Authority are continually involved in negotiations and discussions with the Florida Department of Transportation and the Florida Turnpike Enterprise regarding operational issues, contractual obligations and joint participation in capital projects. The Authority currently has some significant issues in which it is engaged with both the Department and the Turnpike, including but not limited to the obligations of the Department under the Lease Purchase Agreement between the Department and the Authority and the proposed plan to finance, acquire, construct and equip the Wekiva Parkway Project. BC has more experience than any other firm in the State in working with the Department and the Turnpike on these issues. BC is intimately familiar with the provisions of the Lease-Purchase Agreement and the provisions of the Master Bond Resolutions and is best positioned to continue to assist the Authority on these critical issues. In addition, due to its long standing relationship with local toll agencies such as the Authority, BC has intentionally avoided representing certain state agencies, such as the Division of Bond Finance, the Florida Turnpike Enterprise and the Florida Department of Transportation on finance issues in order to avoid any conflict of interests in representing our local toll authority clients. In addition to our extensive work with the Authority, BC has represented the Tampa Hillsborough County Expressway on several integral contractual negotiations with the Department and the Division of Bond Finance related to THCEA's Lease Purchase Agreement with the Department and THCEA's participation in a key transportation project affecting the Tampa Bay region.

Validations, Legal Analysis and Review: BC has specific experience providing legal services in connection with bond validation proceedings for toll agency clients such as the Authority and the Tampa Hillsborough County Expressway Authority. Depending upon the final negotiations between the Authority, the Department and the Turnpike, it may be necessary to validate the issuance of any bonds or other indebtedness of the Authority with respect to portions of the Wekiva Parkway project located outside of the jurisdictional limits of Orange County, Florida.

Ability to Respond to Emergency or Time Sensitive Issues: Representation of major issuers such as the Authority requires an ability to analyze, react to and respond quickly to changes in the municipal marketplace and the State's legal environment as they occur. Such changes can have a material affect on the Authority and its finances. BC firm members have specifically demonstrated the ability to react to such situations for the Authority. Examples of such situations and the role that we have played are as follows:

Economic Crisis/Insurer Downgrades: As a result of the 2008 economic crisis and the resulting downgrades of the major bond insurers, BC was part of the finance team that was the first in the United States to successfully negotiate the restructuring of the bond insurance policy in a manner that addressed the concerns of the marketplace and preserved the ability of the Authority to retain the benefit of the insurance policy to the extent that the credit ratings of the insurers improved after the date of the restructuring.

Remarketing Issues: The Authority has periodically faced increased interest rate pressures with respect to its variable rate debt as a result of changes in the financial condition or ratings of certain of its credit facility providers. BC was part of the finance team that worked to address such issues through substitution of remarketing agents, substitutions of credit facilities and bond mode conversions to alleviate the interest rate pressure associated with such bonds.

General Qualifications

We have been involved in more than a thousand public finance transactions. Our clients include: expressway authorities/toll road operators

- airports and aviation authorities
- local governments
- state agencies
- lenders
- special districts
- underwriters
- private borrowers
- trustees

We've represented these clients throughout the state as, among other things: bond counsel

- underwriter's counsel
- disclosure counsel
- purchaser's counsel
- issuer's counsel
- letter of credit bank's counsel
- borrower's counsel
- trustee's counsel

We have experience in the creation of public-private partnerships (P3), including but not limited to:

- understanding all sides of P3 projects: advising the developer and lenders as well as governmental authorities
- extensive experience regarding the federal and state law issues relative to P3 transactions for road projects, including the development of P3 policies and procedures

We have experience with many different public finance structures, including but not limited to:

- general obligation debt
- variable rate debt (including lower floater debt and auction rate debt)
- revenue backed indebtedness
- revenue and tax anticipation debt
- special assessment debt
- commercial paper

We also have experience with various credit enhancement and synthetic financing techniques, including bond insurance, liquidity facilities, letters of credit, swaps and forward purchase agreements.

Notable experience:

- Currently serve, or have served, as bond counsel to Orlando-Orange County Expressway Authority, Tampa-Hillsborough County Expressway Authority, Southwest Florida Expressway Authority, Florida Development Finance Corporation and Greater Orlando Aviation Authority, among others. Through our representation of these clients, the Firm has delivered Bond Counsel opinions on over \$3 billion of toll authority and transportation debt, including what was at the time, the largest public finance transaction in the state of Florida at \$1.072 billion.
- Regularly represent toll agency clients before the Florida Department of Transportation, the Florida Turnpike Enterprise and local governments.
- Currently serve as general counsel to the Greater Orlando Aviation Authority since 2000
- Playing a key role in developing P3 that resulted in building the Southern Connector Extension and Osceola Parkway (\$450 million)
- Served as counsel on both the Port of Miami Tunnel and I-75 private/public road projects by representing separate consortiums of entities bidding on each project
- Served as counsel to Wells Fargo on financing for the North Carolina Turnpike Authority in excess of \$1 billion
- Served as bank counsel on the largest healthcare finance transaction in the state of Florida at \$1.038 billion.

We believe our clients are well satisfied with our experience and responsiveness in tax matters relating to compliance with the Internal Revenue Code Regulations and Rulings regarding arbitrage considerations in tax exempt financings. We answer clients' tax questions and deal regularly with the intricacies of compliance with the arbitrage rebate regulations, including those regulations allowing a safe harbor for avoiding rebate. We take pride in our federal tax expertise, and believe that we are at the forefront of federal tax issues applicable to municipal bonds. As an example, in 2010 we were among the first Florida law firms to issue a bond counsel opinion on a Recovery Zone Facility Bond issued under the American Recovery and Reinvestment Act.

In our role as Bond Counsel we perform our own tax work. Each member of the proposed Authority team is capable in this respect and tax issues are customarily reviewed by the entire team of attorneys working on that file. At times, we have found it necessary to request rulings from the Internal Revenue Service with respect to specific tax issues. Our experience in requesting and obtaining such rulings has proved invaluable to our clients.

The Firm has represented its respective government clients in connection with a wide variety of tax issues, including analyses of private activity regulations for mixed use projects (i.e., projects involving governmental and private uses); regulations related to qualified hedge agreements, which permit issuers to use the synthetic fixed rate on bond transactions supported by a swap or other derivative product to determine the yield on bonds for the purposes of arbitrage and rebate analyses on such bonds; tax issues related to bond insurance and liquidity facilities; reimbursement regulations; TEFRA public meetings requirements; refunding bond issues; change in use regulations, transferred proceeds issues, and issues related to use of proceeds for construction.

In addition to the Firm's public finance attorneys, Broad and Cassel also has a tax consulting arrangement with Edwards Angel Palmer & Dodge, LLP ("EAPD"), a nationally recognized Internal Revenue Code Section 103 tax law firm to provide tax consulting services to Broad and Cassel, as necessary. EAPD has previously served as tax counsel to the Authority and has worked with the Authority on several tax matters. Information regarding our consultant and his relevant experience is available to the Authority upon request and we have included in the attachments in B.1 and B.2 below their relevant transaction experience for your reference (see*). **The costs and expense of consulting with such firm will be borne entirely by Broad and Cassel**

B.1. / B.2.

Please refer to the **Additional Attachments** section beginning on page 30 of this document for a representative list of the last five transactions for which BC has served as Bond Counsel for clients of a similar size or nature as the Authority and a list of the past 3 years of our firm's toll/transportation experience serving either as Bond Counsel or Disclosure Counsel.

B.3.

BC has not had any litigation or administrative proceedings or malpractice claim or other like proceeding against the firm or any of its lawyers that would serve on this engagement, current, pending or threatened.

C. EXPERIENCE OF ATTORNEYS ASSIGNED

1. Select the key personnel with your firm who will be responsible for this engagement. At a minimum, provide the following information for such key personnel and for each member of the professional staff proposed to be assigned to this engagement.

- a. A brief resume of the professional experience and qualifications of the individual.
- b. An outline of the proposed function of the individual in the proposed engagement.
- c. A description of the accessibility and availability of the individual during the course of the engagement.
- d. The office location to which the individual is assigned.

2. A list of at least three (3) references for toll/transportation, or other revenue backed bonds of a similar structure; the Authority may contact in order to assist in the evaluation of assigned attorneys' past experience as a Bond Counsel. For each reference listed the information provided shall include the following:

- a. Name and mailing address of the entity.
- b. Name and telephone number of your contact person within said entity.

C.1.a. If the Authority would like additional information regarding our attorneys such as education, memberships and affiliations, BC will provide it upon request.

Attorney Resumes



Joseph Stanton,
Partner, Lead Attorney OOCEA Bond Counsel Services
Orlando Office

Mr. Joseph B. Stanton is a Partner in the Orlando office of Broad and Cassel. He is co-chair of the Firm's Public Finance and Capital Projects Practice Group and a member of the Banking and Institutional Lending Practice Group.

- Mr. Stanton has practiced in the area of public finance for more than 12 years and has served as bond counsel, underwriter's counsel, disclosure counsel, bank counsel, company counsel and trustee's counsel on various state and local government financings throughout his career.

- Mr. Stanton has served as Bond Counsel to the Orlando-Orange County Expressway Authority in connection with the issuance of over \$3 billion of Bonds for the Authority.
- He served as Bond Counsel on, what was at the time, the largest public finance transaction in the state of Florida for the Authority (\$1.072 billion), and as bank counsel on the largest healthcare finance transaction in the state of Florida (\$1.0 billion).
- He serves, or has served, as Bond Counsel to Orlando-Orange County Expressway Authority, Florida Development Finance Corporation and the Greater Orlando Aviation Authority. He has also served as Company Counsel to one of the largest waste disposal companies in the United States.
- Mr. Stanton also represents various banking clients on municipal finance related matters, such as government loans, letters of credit and bond trustee related matters.
- He also has prior experience serving counsel to the bondholders in several default/workout matters related to defaulted bond transactions.
- Mr. Stanton is an AV-Rated attorney by Martindale-Hubbell, achieving the rating agency's highest marks for both competency and ethics. He is also listed in The Bond Buyer's Municipal Marketplace, a Red Book Directory, and achieved the highest ranking possible for Banking and Finance attorneys in Chambers USA: A Guide to America's Leading Business Lawyers.
- A frequent public finance lecturer, he served on the faculty of the Fundamentals Seminar of the National Association of Bond Lawyers.

Mr. Stanton currently serves as a board member on the Real Estate Committee for the University of Central Florida and is the President of the Diocesan School Board for the Catholic Diocese of Orlando, Florida.

Honors and Awards

- Chambers USA: A Guide to America's Leading Business Lawyers - Banking and Finance, 2007, 2008, 2009, 2010 and 2011
- Listed in the Bond Buyer's Municipal Marketplace, a Red Book Directory
- An AV® rated attorney by Martindale-Hubbell

Significant Cases

- Served as Bond Counsel on, what was at the time, the largest public finance transaction in the state of Florida (\$1.1 billion).
- Served as bank counsel on the largest healthcare finance transaction in the state of Florida (\$1.0 billion).

**Jo Thacker****Partner, Team Attorney
Orlando Office**

Ms. Jo Thacker is a Partner in the Orlando office of Broad and Cassel. She is a member of the Firm's Government Relations, Real Estate and Corporate and Securities Practice Groups.

- Ms. Thacker has a strong background across the state of Florida. Before joining Broad and Cassel, she served as the Osceola County Attorney for 13 years, after working in a private practice in Kissimmee following graduation from law school.
- Through her experience as County Attorney, Ms. Thacker gained strong and lasting relationships with county governments across the state and remains connected around Central Florida and throughout the state. She continues to work closely within Osceola County and has previously served in leadership roles in the Kissimmee/Osceola County Chamber of Commerce and the Florida Association of Counties.
- Ms. Thacker focuses her practice in the areas of government relations, real estate, banking, taxation and environmental and land use matters.
- A graduate of the University of Florida Levin College of Law, Ms. Thacker currently serves as a Trustee on the LCA Board of Trustees for the college.
- She was honored among Florida's Legal Elite by Florida Trend Magazine as a "Top Government Attorney" in 2007 and 2010 and previously received both the Presidents and Ethics Award from the Florida Association County Attorneys.

Ms. Thacker is very active in the community and works closely with the Silver Spurs Rodeo, along with several other organizations. She recently chaired the Boy Scouts Osceola Golden Eagle event and was the 2010 recipient of the BSOG Eagle Award.

Honors and Awards

Osceola County Golden Eagle Dinner Chairman

Osceola County Golden Eagle Honoree

Florida Trend's Legal Elite, Top Government Attorneys

Florida Association County Attorneys, Presidents Award and Ethics Award



Douglas Starcher
Partner, Team Attorney
Orlando Office

Mr. Douglas E. Starcher is a Partner in the Orlando office of Broad and Cassel. He is co-chair of the Firm's Public Finance and Capital Projects Practice Group and a member of the Firm's Corporate and Securities, Computer and Technology, and Intellectual Property Practice Groups.

- Mr. Starcher has extensive experience in successfully managing mergers and acquisitions, and counsels clients with regard to daily legal needs, especially in the area of technology licensing and development.
- He represents the Greater Orlando Aviation Authority and assists with contract preparation and review, procurement issues, bond work, and other matters.
- He has represented borrowers, issuers and underwriters in the area of municipal finance, including, in particular, tax exempt bond financing. He is listed in The Bond Buyer's Municipal Marketplace, a Red Book Directory.
- He also has worked for numerous clients involved with private placement financing and general capitalization work.
- As part of his corporate practice, Mr. Starcher represents numerous not-for-profit and ministry organizations.
- Mr. Starcher was designated a 2004, 2009, 2010 and 2011 "Florida Legal Elite" in Florida Trend magazine by his peers, an honor awarded to less than 2 percent of the Florida Bar.
- He was named "Best of the Bar" by the Orlando Business Journal in November, 2004. Mr. Starcher was among the top five percent of vote getters, only 36 attorneys, from more than 600 nominations from throughout the Central Florida area.
- Mr. Starcher is an AV-rated attorney by Martindale-Hubbell, achieving the rating agency's highest marks for both competency and ethics.
- He has been recognized for his legal expertise in Securities Law by Woodward and White's top legal guide "The Best Lawyers in America" in 2010 and 2011 and was also named to Orlando Magazine's "Orlando's Best Lawyers" in 2010.

Mr. Starcher has lectured at the annual Graham & Cottrill Nonprofit Conference. In addition, he has served on the Board of Directors of The Downtown Athletic Club of Orlando and The Master's Academy of Central Florida, Inc.

Honors and Awards

- Recognized in "The Best Lawyers in America®" for Securities Law, 2010 and 2011
- "Best Lawyers" by Orlando Magazine, 2010
- Chambers USA: A Guide to America's Leading Business Lawyers - Corporate/M&A & Private Equity, 2010 and 2011
- "Florida Legal Elite," 2004, 2009, 2010 and 2011
- Listed in The Bond Buyer's Municipal Marketplace, a Red Book Directory
- Named "Best of Bar" by the Orlando Business Journal
- Achieved AV® Peer Review Rating with Martindale-Hubbell

Publications

The Florida Bar Association's "Florida Corporate Practice," Sixth Edition, 2011 (Contributing Author)

"Should You Franchise Your Business," Orlando Business Journal, Business Survival Guide, 1996

"Writing an Employee Handbook," Orlando Business Journal, Business Survival Guide, 1994

"Florida Bar CLE Manual," Second Edition, 1989



Wayne Rich
Of Counsel, Team Attorney
Orlando Office

Mr. A. Wayne Rich is Of Counsel in the Orlando office of Broad and Cassel. He is a member of the Firm's Real Estate, Eminent Domain, and Public Finance and Capital Projects Practice Groups.

- Mr. Rich focuses his practice in the areas of real estate and transportation, with emphasis on acquisition, disposition, development and land use matters. He has worked on significant Central Florida transportation projects, and is actively engaged in the acquisition of environmentally sensitive land for the Wekiva Parkway Project. He serves as a consultant and advisor to a number of major landowners in the development community, and has been involved with the acquisition and disposition of numerous apartment projects in Central Florida.
- Immediately prior to joining Broad and Cassel, Mr. Rich served as City Attorney for the City of Orlando following his appointment as Chair of Orlando Mayor Buddy Dyer's Transition Team, which led to a significant reorganization of the Orlando City government. Mr. Rich has served as Special Counsel to the Mayor.
- Mr. Rich served as Chair of the Orange County Housing Finance Authority, an agency that provides tax-exempt financing for single family and multi-family affordable housing. Under his guidance the Authority provided financing for 800 multi-family units and \$40 million for single family mortgages.
- Mr. Rich was appointed by Governor Lawton Chiles to serve as Chairman of the Orlando-Orange County Expressway Authority. He served as Chairman for seven of the nine years that he served as a Board Member. In this role, he was responsible for overseeing expansion of the system, implementation of electronic tolling and the start of the western expressway, a \$400 million project. He also supervised the successful refinancing of all outstanding debt, the issuance of new project financing, and the structuring of escrows to help make the Authority more efficient, in addition to creating significant savings.
- In 1997, Mr. Rich co-founded the Transportation and Expressway Authority Membership of Florida (TEAMFL), an organization consisting of all the toll agencies in Florida, intended to help in the exchange of information about the toll industry in the State. The group consists of more than 125 statewide members. He served as chairman for five years, and currently serves as chairman emeritus.

- Mr. Rich has been a private developer in Central Florida, and was cofounder and president of a real estate development firm specializing in single family and multi-family projects.
- For more than a decade, Mr. Rich has held an AV-rating by the Martindale-Hubbell publication in Real Estate, a designation achieved by only five percent of attorneys.

An active member of the American Heart Association, Mr. Rich currently serves the organization as a Board Member. Mr. Rich chaired the local, volunteer executive committee the Leadership Circle, which is now the Central Florida Board of Directors. Mr. Rich, with his wife, Gwen, also served twice as co-chairs of one of the region's largest grossing nonprofit events, the Heart Ball.

Honors and Awards

- Recognized in "The Best Lawyers in America®" for Land Use and Zoning Law, 2011
- Achieved AV® Peer Review Rating with Martindale-Hubbell



Brian Watson
Associate, Team Attorney
Orlando Office

Mr. Brian A. Watson is an Associate in the Orlando office of Broad and Cassel. He is a member of the Firm's Banking and Institutional Lending, Corporate and Securities, and Public Finance and Capital Projects Practice Groups.

- Mr. Watson has experience representing lenders and investors in connection with the sale and workouts of community development district bonds.
- He also has experience representing banks, underwriters, issuers and borrowers in the area of municipal finance, including tax-exempt bond finance transactions.
- In the past year, Mr. Watson has worked on over \$1 billion in such tax-exempt bond finance transactions.
- He has also assisted with interest rate swap transactions, and the unwinding of such transactions, in connection with the Firm's roles as bond and issuer's counsel.
- Mr. Watson has assisted with bond and issuer's counsel responsibilities for municipalities and other governmental authorities in the state of Florida including the Cities of Miami, Vero Beach, and Cocoa.
- He has also helped with bond and issuer's counsel work for various governmental authorities, including but not limited to the Florida Development Finance Corporation, Orlando-Orange County Expressway Authority, Greater Orlando Aviation Authority (GOAA), and several industrial development authorities across the state.
- Mr. Watson has experience completing disclosure due diligence and preparing securities disclosure documents for several industrial development and utility authorities in Florida.
- His corporate practice includes formation of corporations, limited liability companies and partnerships, operating matters, private offerings and dissolutions and mergers and acquisitions.
- Mr. Watson was awarded the William Blews service award for outstanding service to the community at Stetson University. He has volunteered many hours to the Warrick Dunn foundation and is an active volunteer in the Give Kids the World foundation.



Holly Collins
Associate, Team Attorney
Orlando Office

Ms. Holly L. Collins is an Associate in the Orlando office of Broad and Cassel. She is a member of the Firm's Corporate and Securities, Intellectual Property, and Public Finance and Capital Projects Practice Groups.

- Ms. Collins' areas of expertise include public finance, corporate law and intellectual property law.
- She represents the Greater Orlando Aviation Authority and assists with contract preparation and review, procurement issues, financing transactions, and other matters.
- Ms. Collins has represented issuers and underwriters in the area of municipal finance, including numerous tax-exempt bond finance transactions.
- She regularly assists clients with intellectual property matters, including prosecution of trademark and copyright applications.
- She has handled various trademark matters for clients such as the University of Central Florida Foundation, including preparation of post-registration filings with the United States Patent and Trademark Office. She also counsels clients with respect to trademark infringement matters.
- Ms. Collins has been involved in numerous private placement transactions, including a multi-state offering of limited liability company interests.
- Ms. Collins assists many small to mid-sized businesses, counseling them on day-to-day matters and assisting with acquisitions and divestitures. She has also drafted numerous license agreements.
- She represents clients such as Correct Craft, Inc., the CED Companies, and ZOM, Inc.

Ms. Collins is involved in various community and professional organizations. As part of that commitment, she has made a presentation to the Rollins College Philanthropy and Nonprofit Leadership Center on "Legal and Ethical Responsibilities of Nonprofit Boards."

C.1.b.**An outline of the proposed function of the individual in the proposed engagement.**

Overseeing and coordinating the bond counsel legal services team will be Joseph Stanton, partner in BC's Orlando office. Mr. Stanton has been actively engaged in the function of bond counsel for the Authority since the Authority created the position in 2002. He will continue to be primarily responsible for the Authority's work and will ensure the seamless representation from the BC legal team. Mr. Stanton will have a support team of highly skilled attorneys who possess extensive experience representing governmental agencies (previously outlined in this section) and can call on the expertise from the extended support of the 160 attorneys and 250 support staff of Broad and Cassel. The assignment of attorneys to the Authority will be based upon the particular circumstances of each assignment by the Authority, after consultation with the Authority regarding the proposed attorneys to be assigned. Mr. Stanton is prepared to be the lead attorney and oversee the fulfillment of the Scope of Services set forth in Exhibit B of this RFP and any other requirements upon request. This team approach will ensure 24/7 accessibility and availability.

C.1.c.**A description of the accessibility and availability of the individual during the course of the engagement.**

All attorneys on the team are located in the firm's Orlando office, are employed for service to the Authority on a full time basis and have 100% availability to complete all legal services required.

Our attorneys are accessible through the use of advanced technology such as cell phones, PDAs, and email. Our attorneys have remote access to our corporate network which allows for fast and efficient communication. BC also has a secured extranet, or client password protected web site, that allows BC attorneys to post documents that they would like to share and collaborate with clients. BC's in-house technology staff would be happy to set up such a web site for the Authority. This extranet would allow designated Authority staff and board members the ability to view Authority documents in real-time, as well as, to access "NetBinders" containing specific information and documents. This technology will serve to increase efficiencies and cost effectiveness, as well accessibility of information.

If a team attorney is going to be unavailable for an extended period of time, BC's policy is to have the attorney notify their clients in advance and to provide contact information for support personnel during their absence. In addition, they assign support staff to monitor their email and voice mail to ensure client matters are handled without delay. When necessary, they will have another attorney on the team contact the client as the situation requires.

C.1.d.

The office location to which the individual is assigned.

Name	Position	Office Location
Joseph Stanton	Partner, Co-Chair Public Finance and Capital Projects Practice Group	Orlando
Jo Thacker	Partner	Orlando
Douglas Starcher	Partner, Co-Chair Public Finance and Capital Projects Practice Group	Orlando
Wayne Rich	Of Counsel	Orlando
Brian Watson	Associate	Orlando
Holly Collins	Associate	Orlando

C.2**References**

Entity	Entity Mailing Address	Entity Contact Person	Contact Person Telephone Number
Greater Orlando Aviation Authority	One Airport Blvd. Orlando, FL 32872 pbrown@goaa.org	Phillip Brown Executive Director	407-825-7445
Tampa Hillsborough County Expressway Authority	1104 E Twiggs St # 300 Tampa, FL 33602 joe@tampa-xway.com	Joe Waggoner Executive Director	813-272-2304
Osceola County Expressway Authority	c/o Osceola County Growth Management Division 1 Courthouse Square, Suite 1400 Kissimmee, FL 34741	Jeffrey Jones, AICP Interim Executive Director	407 742-2395

D. APPROACH TO ASSIGNMENT

Briefly describe your firm's approach to servicing the Authority as a client to ensure that high quality services are provided in an effective and efficient manner. Include assigned attorneys' availability for work group sessions, scheduled meetings and impromptu discussions. This section should include approach to co-bond counsel and the percentage of fees anticipated to be attributed to M/WBE utilization. The Authority has established a 15% objective for M/WBE participation. Documentation shall be submitted to verify the status of the M/WBE firm as a minority or women-owned business enterprise.

Approach to Assignment and Availability: Lead attorney, Joseph Stanton, has represented the Authority as bond counsel since 2002 and will be responsible for the Authority's work. He will ensure the Authority receives seamless representation from the team of attorneys presented in this RFP, along with the team's paralegals and clerical staff. Mr. Stanton will have the support of attorneys Jo Thacker, Douglas Starcher, Wayne Rich, Brian Watson and Holly Collins, who are all available for work group sessions, scheduled meetings, impromptu discussions as well as the work described in the Scope of Services set forth in Exhibit B of this RFP. Mr. Stanton is prepared to lead and oversee the fulfillment of the legal services described in the RFP and will make the specific work assignments based on the particular expertise needed. This team approach allows the Firm to provide the depth of expertise our clients have come to expect in a time-efficient manner, while keeping costs to a minimum.

If selected, BC's approach to this assignment will be consistent with the approach that the firm historically has taken with the Authority. Some of the aspects of BC's approach to this assignment include the following:

Team Approach: BC recognizes the importance to (and the success experienced by) the Authority through a team approach to its finance transaction assignments. BC agrees with and, when asked for advice, has encouraged such an approach in connection with prior financings of the Authority. The firm has been a part of the Authority's finance team in connection with the successful closing of all of its financings since 2003 and enjoys a good working relationship with each of the Authority's other team members. If selected, we will continue to work as a member of the team under the leadership of Authority staff.

Communication and Updates: BC has and will continue to maintain a high level of communication with the Authority and its staff with respect to work assignments that it receives from the Authority. As we have historically demonstrated, members of the BC team are available on an as needed basis to the Authority staff to discuss, provide updates on and advance work assignments from the Authority. We have and will continue to provide in person updates and/or electronic updates as requested by the Authority and periodically as BC deems appropriate based on the circumstances.

Availability for Meetings: Consistent with its historical approach to services, BC has always made itself available to the Authority for all regularly scheduled board and committee meetings, work group sessions and any scheduled meetings associated with assigned work

projects. BC values its relationship with the Authority and has previously given and will continue to give priority to the Authority with respect to any impromptu conferences or meetings requested by the Authority.

Documentation of Assignments: BC recognizes the importance of the assignments that it receives from the Authority and has previously and will continue to provide proper documentation to the Authority in the form of opinion letters, memoranda and email, as appropriate to document our legal analysis, suggested actions and/or recommendations to the Authority.

Access to Firm Expertise: Attorneys from the firm's Orlando office have been chosen for the Authority's legal services team; however, the team has access to the expertise of all Broad and Cassel attorneys statewide to accomplish the Authority's goals. The Firm is a statewide, full service law firm with more than 160 attorneys admitted to practice law and in good standing with The Florida Bar, and more than 250 staff in eight offices throughout Florida including Orlando, Tallahassee, Miami, Tampa, Boca Raton, West Palm Beach, Fort Lauderdale, and Destin, available to meet the needs of the Authority. The firm is a leading firm in the State regarding transportation and toll authorities and has extensive experience with all aspects of local toll authority operations, authority governance, right of way and intergovernmental agreements and relationships. BC's team will access the firm's experience to advance the interests of the Authority.

M/WBE Utilization: Historically, Broad and Cassel has worked with and mentored small business and minority firms in conjunction with their government representations, including its assignment as Bond Counsel to the Authority. We have co-counseled with such firms on major trial representations, request for proposal submissions and bid protests. We have worked closely with them on government matters of all complexities, and notably, we have mentored such firms and assisted them in transitioning from general practice firms to firms possessing expertise in government matters. Some of the firms have since become "primes" as opposed to "sub consultants" on major representations.

Broad and Cassel is pleased to work with any M/WBE chosen by the Authority to serve as Co-Bond Counsel, as has been our practice during our previous representation of the Authority. The Firm has historically provided the maximum percentage fees permitted under its contract with the Authority for the services of its M/WBE co-bond counsel. Broad and Cassel commits to the distribution of a **minimum of 15%** or such other amount as shall be deemed appropriate by the Authority and the utilization of the M/WBE co-bond counsel assigned by the Authority to Broad and Cassel. Per the Authority's clarification question, Q004, on Addendum No. 1, firms must either co-propose with a qualified M/WBE or express willingness to work with a separate M/WBE identified/chosen by the Authority to be considered responsive. Therefore, we have chosen to express our willingness to work with the M/WBE to be identified/chosen by the Authority.

E. REQUIRED ATTACHMENTS

Submit with the Technical Proposal the completed Conflict/Non-Conflict of Interest Statement and Litigation Statement form, the completed Drug-Free Workforce form, and completed Code of Ethics form.

Please find the required attachments immediately following this page.

Conflict/Non-Conflict of Interest Statement and Litigation Statement

Drug-Free Workforce Form

Code of Ethics Form

Acknowledgement of Addenda Form

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CONFLICT/NONCONFLICT OF INTEREST STATEMENT**CHECK ONE**

☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interest for this project.

LITIGATION SUMMARY

PLEASE DISCLOSE AND PROVIDE A SHORT SUMMARY AND DISPOSITION OF ANY CIVIL LITIGATION IN FLORIDA INVOLVING THE FIRM AS A NAMED PARTY WITHIN THE LAST FIVE (5) YEARS.

ALSO DISCLOSE ANY ACTIONS AGAINST THE FIRM BY THE FLORIDA BAR, THE DEPARTMENT OF PROFESSIONAL REGULATION AND/OR ANY OTHER FEDERAL, STATE OR LOCAL REGULATORY AGENCY INCLUDING DISPOSITION OF SAME.

CHECK ONE

☒ The undersigned firm has had no litigation or any projects in the last five (5) years.

OR

☐ The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

Broad and Cassel**COMPANY/NAME****AUTHORIZED SIGNATURE****Joseph Stanton****NAME (PRINT OR TYPE)****Partner****TITLE**

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.

PSR-16

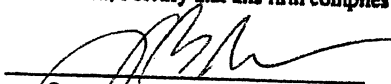
**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DRUG-FREE WORKPLACE FORM**

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that
Broad and Cassel

Name of Business does:

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.



Proposer's Signature
August 12, 2011

Date

PSR-17

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
BOND COUNSEL SERVICES
CONTRACT NO. 000816**

**ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND
CODE OF ETHICS**

If awarded the Contract, the undersigned covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the Authority's Code of Ethics and, to the extent applicable to the undersigned, agrees to abide with such policy.

Broad and Cassel

Company Name

By:

Title: **Partner**

(Note: Failure to execute and submit this form may be cause for rejection of the submittal as non-responsive.)

PSR-14

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000816

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 19th day of August, 2014, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Broad & Cassel, hereinafter called "Counsel"

WITNESSETH

WHEREAS, the Authority and Counsel entered into a Contract Agreement (the "Original Agreement") dated September 30, 2011, whereby the Authority retained Counsel to provide bond counsel services; and

WHEREAS, pursuant to Article 8 of the Original Agreement, Authority and Counsel wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Counsel agree to a first renewal of said Original Agreement beginning the 30th day of September, 2014, and ending the 29th day of September, 2015, for the amount remaining in the Contract as of the close of business on September 29, 2014.

Counsel states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending September 29, 2014, Counsel shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending September 29, 2014.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement except as follows:

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

BROAD & CASSEL

BY: [Signature]
Authorized Signature

Title: Partner

ATTEST: [Signature] (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) [Signature]

Witness (2) [Signature]

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: [Signature]
Director of Procurement



TERESA GWEN MOTLEY
MY COMMISSION # EE 181169
EXPIRES: May 5, 2016
Bonded Thru Budget Notary Services

25 AUG '14 AM 9:03

RECEIVED
CONTRACTS DEPT
[Signature] 8/26/14
SIGNATURE / DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Bond Counsel Services

Contract No: 000816

This Supplemental Agreement No. 1 entered into this 21st day of September, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Authority"), and BROAD & CASSEL, ("Counsel"), the same being supplementary to the Contract between the aforesaid, dated September 30, 2011, for bond counsel services, (the Contract").

1. The Authority desires to extend the term of the Contract from September 29, 2015, to October 31, 2015.
2. Counsel hereby agrees to the extension with no increase in the Contract amount.
3. The Authority and Counsel agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Counsel's waiver of all future rights for additional compensation which is not already defined herein or in the fee proposal.
4. This Supplemental Agreement No. 1 is necessary to extend the term of the Contract.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Bond Counsel Services

Contract No.: 000816

Cost of additional services: \$0.00

This Supplemental Agreement No. 1 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

BROAD & CASSEL

By: _____

Print Name

Title: _____

Witness: _____

Date: _____