

Agenda Item #:

302

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 11/21/2006

☒ Consent

☐ Regular

☐ Public Hearing

Department

Submitted By: COUNTY ATTORNEY

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 3 to the Agreement (R-2004-2573) as amended by Amendment No. 1 (R-2005-0744) and as amended by Amendment No. 2 (R-2006-1239) with the law firms of Bryant Miller & Olive P.A. and Isaacs Williams, P.A. to provide bond counsel and related legal services for the issuance of approximately \$15 Million Public Improvement Revenue Bonds, Series 2006 for the funding of the construction and expansion of the Judicial Center Parking Garage.

Summary: The law firms were selected as bond counsel for the above financing by the Board at the October 17, 2006 meeting. This Amendment confirms that selection by amending the existing Agreement for bond counsel and related services between Palm Beach County and the law firms. Payment for the legal services in connection with the bond issuance will be as provided for in the Agreement. Countywide (PFK).

Background and Justification: Legal services are required by the County from the law firm for the above-referenced financing. The form of the proposed Amendment has been approved by the Board.

Attachments:

1. Amendment No. 3 to Agreement R-2004-2573
2. Amendment No. 2 to Agreement R-2004-2573
3. Amendment No. 1 to Agreement R-2004-2573
4. Agreement R-2004-2573

Recommended by: _____

Department Director

10/23/06

Date

Approved by: _____

N/A

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2007 | 2008 | 2009 | 2010 | 2011 |
|--|------|------|------|------|------|
| Capital Expenditures | — | — | — | — | — |
| Operating Costs | — | — | — | — | — |
| External Revenues | — | — | — | — | — |
| Program Income (County) | — | — | — | — | — |
| In-Kind Match (County) | — | — | — | — | — |
| NET FISCAL IMPACT | — | — | — | — | — |
| # ADDITIONAL FTE POSITIONS (Cumulative) | — | — | — | — | — |

Is Item Included in Current Budget? Yes ___ No ___

Budget Account No.: Fund ___ Department ___ Unit ___ Object ___

Reporting Category ___

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

John A. Long 10/24/06
 10/24/2006 OFMB
 10-24-06 PM
 10-24-06
John J. Jacobson 10/25/06
 10/25/06 Contract Dev. and Control
 B. Legal Sufficiency: *Paul F. [Signature]* 11/6/06
 Assistant County Attorney
 This amendment complies with our review requirements.
 At the time of CDC's review, the Amendment was not executed.

C. Other Department Review:

 Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

**AMENDMENT NO. 3
TO AGREEMENT BETWEEN PALM BEACH COUNTY
AND BRYANT MILLER OLIVE P.A. and ISAACS WILLIAMS, P.A.
FOR BOND COUNSEL AND RELATED LEGAL SERVICES**

This Amendment No. 3, dated _____, amends Agreement R-2004-2573 dated December 21, 2004, ("Agreement"), as amended by Amendment No. 1 (R-2005-0744) dated April 19, 2005, as amended by Amendment No. 2 (R-2006-1239) dated July 11, 2006 by and between Palm Beach County ("County") and **BRYANT MILLER OLIVE P.A. and ISAACS WILLIAMS, P.A.**, ("Attorney"), as follows:

Notwithstanding anything to the contrary in the Agreement or the Amendment, Paragraph 1 of the Agreement is amended as follows:

"The parties agree that the Attorney shall provide bond counsel and related legal services for the proposed issuance of the estimated \$15 Million Public Improvement Revenue Bonds, Series 2006 (Judicial Center Parking Facilities Expansion) financing."

Except as provided above, the Agreement, as amended, remains in full force and effect.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

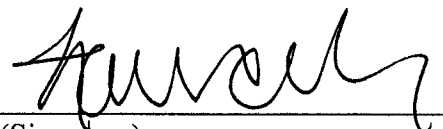
PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

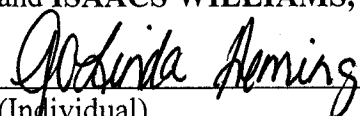
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESS:

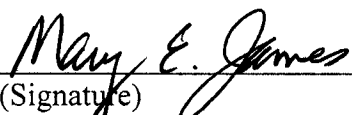
ATTORNEY: **BRYANT MILLER OLIVE P.A.
and ISAACS WILLIAMS, P.A.**,

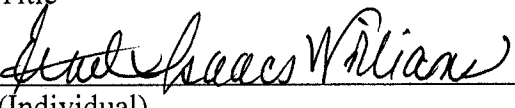

(Signature)


(Individual)

Zamira Ramirez
Name (Type or Print)

JoLinda Herring
Name (Type or Print)

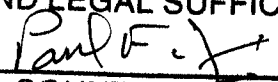

(Signature)

Attorney
Title

(Individual)

MARY E. JAMES
Name (Type or Print)

Ethel Isaacs Williams
Name (Type or Print)

Attorney
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

**AMENDMENT NO. 3
TO AGREEMENT BETWEEN PALM BEACH COUNTY
AND BRYANT MILLER OLIVE P.A. and ISAACS WILLIAMS, P.A.
FOR BOND COUNSEL AND RELATED LEGAL SERVICES**

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Notwithstanding anything to the contrary in the Agreement or the Amendment, Paragraph 1 of the Agreement is amended as follows:

"The parties agree that the Attorney shall provide bond counsel and related legal services for the proposed issuance of the estimated \$15 Million Public Improvement Revenue Bonds, Series 2006 (Judicial Center Parking Facilities Expansion) financing."

Except as provided above, the Agreement, as amended, remains in full force and effect.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

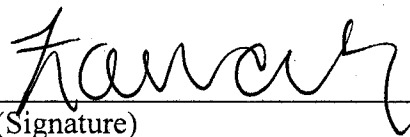
PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

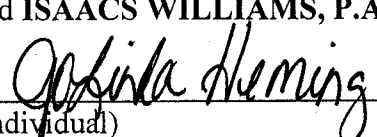
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESS:

ATTORNEY: **BRYANT MILLER OLIVE P.A.
and ISAACS WILLIAMS, P.A.,**

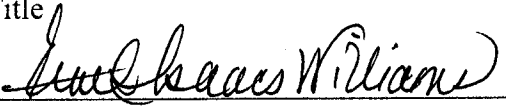

(Signature)


(Individual)

Zamira Ramirez
Name (Type or Print)

JoLinda Herring
Name (Type or Print)

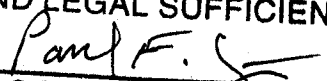

(Signature)

Attorney
Title

(Individual)

MARY E. JAMES
Name (Type or Print)

Ethel Isaacs Williams
Name (Type or Print)

Attorney
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

R2006 1239

AMENDMENT NO. 2

TO AGREEMENT BETWEEN PALM BEACH COUNTY
AND BRYANT MILLER OLIVE and ISAACS WILLIAMS, P.A.
FOR BOND COUNSEL AND RELATED LEGAL SERVICES

This Amendment No. 2, dated JUL 11 2006, amends Agreement R-2004-2573 dated December 21, 2004, (AAgreement@), as amended by Amendment No. 1 (R-2005-0744) dated April 19, 2005, by and between Palm Beach County (ACounty@) and **BRYANT MILLER OLIVE and ISAACS WILLIAMS, P.A.**, (AAttorney@), as follows:

The end of paragraph 1 is amended to read:

"Attorney accepted the foregoing engagement and will be compensated at the hourly rate of \$200, not to exceed \$70,000 \$85,000. ~~Attorney may also subcontract for needed related services in an additional amount not to exceed \$15,000.~~ This Amendment to the Agreement has a total not to exceed amount of \$85,000. Payment for legal services in connection with any bond issue will be as provided for in the Agreement."

Further, Attorney will perform all Bond Counsel services related to the Scripps Project initiative as assigned by the County under this Agreement, as amended by Amendment No. 1 and this Amendment.

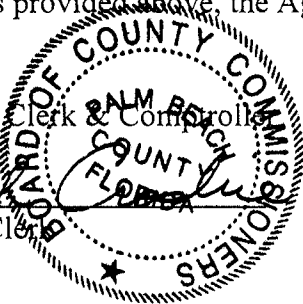
Except as provided above, the Agreement remains in full force and effect.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: Judith Bock

Deputy Clerk



PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

Karen T. Marcus

By: Tony Masilotti

Chairman

WITNESS:

Susan Nixon
(Signature)

Susan Nixon
Name (Type or Print)

ATTORNEY: **BRYANT MILLER OLIVE and
ISAACS WILLIAMS, P.A.,**

JoLinda Herring
(Individual)

JoLinda Herring
Name (Type or Print)

Attorney

Title

Ethel Isaacs Williams
(Individual)

Ethel Isaacs Williams
Name (Type or Print)

Attorney
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Paul F. [Signature]
COUNTY ATTORNEY

R2005 0744

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN PALM BEACH COUNTY
AND BRYANT MILLER & OLIVE P.A. and ISAACS WILLIAMS, P.A.
FOR BOND COUNSEL AND RELATED LEGAL SERVICES**

This Amendment No. 1, dated APR 19 2005, amends Agreement R-2004-2573 dated December 21, 2004, ("Agreement"), by and between Palm Beach County ("County") and **BRYANT MILLER & OLIVE P.A. and ISAACS WILLIAMS, P.A.**, ("Attorney"), as follows:

Notwithstanding anything to the contrary in the Agreement, the following language is added to the end of Paragraph 1 of the Agreement:

"By Resolution R-2004-2477 (Amendment No. 4 to Agreement R-2000-2040D), effective June 15, 2004, County agreed to engage Attorney to provide legal services as special counsel to the County relative to the creation and development of a dependent special district regime, or other implementation vehicle, empowered to acquire, plan, develop, finance, implement the Scripps Project initiative in Palm Beach County. The contemplated legal services were to be provided in conjunction with efforts of designated consultants, attorney, experts, officials and staff of the County. Such legal services and assistance generally included the following:

(A) Sharing Bryant Miller & Olive's experiences and prior exposure in public finance and governance alternative initiatives by filing a facilitative role in the identification and development of a dependent special district or other implementation vehicle, by ordinance, the creation of a governance alternative, and developing appropriate revenue initiatives to fund and finance the County's Scripps Project initiative;

(B) Facilitating the development of appropriate ordinances, resolutions, legislative or other agreements and documents to collaboratively and cooperatively achieve the County's objectives;

(C) Providing advice and research on special districts and alternative local governance, implementation, attraction and end user, economic development desired by the County, and financing strategies;

(D) Rendering of written memoranda or opinions when necessary;

(E) Advice and research on the feasibility and legal sufficiency of statutory and home rule alternative revenue resources, including, but not limited to the use of leverage of available revenue sources, including special assessment, impact fees, user fees, and utility fees and rates;

(F) Assistance in the prosecution of litigation, including validation proceedings;

(G) Review of proposed internal structures as to legal feasibility, compliance with applicable law and pending or proposed revisions to the law including United States Treasury regulations; and

(H) Subject to written request or direction by the County as required and directed by the County, preparing, obtaining, delivering, and filing all documents in connection with the development or closing on any acquisition, contribution, sale or disposition of interests concerning the Scripps Project, including real and personal property.

Attorney accepted the foregoing engagement and will be compensated at the hourly rate of \$200, not to exceed \$70,000. Attorney may also subcontract for needed related services in an additional amount not to exceed \$15,000. This Amendment to the Agreement has a total not to exceed amount of \$85,000. Payment for legal services in connection with any bond issue will be as provided for in the Agreement."

Further, Attorney will perform all Bond Counsel services related to the Scripps Project initiative as assigned by the County under this Agreement, as amended.

Except as provided above, the Agreement remains in full force and effect.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By:

Deputy Clerk

By:

Tony Masilotti, Chairman

WITNESS:

R2005 0744 APR 19 2005

ATTORNEY: BRYANT MILLER & OLIVE P.A.
and ISAACS WILLIAMS, P.A.,

(Signature)

(Individual)

MARLENE CLAYTOR
Name (Type or Print)

JoLINDA HERRING
Name (Type or Print)

Title

(Signature)

(Individual)

JOYCE PINKNEY
Name (Type or Print)

ETHEL ISAACS WILLIAMS
Name (Type or Print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

County Attorney

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk & Comptroller certify
this to be a true and correct copy of the original
filed in my office on APR 19 2005

dated at West Palm Beach, FL

By:

Deputy Clerk

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**AGREEMENT BETWEEN PALM BEACH COUNTY
and BRYANT MILLER & OLIVE P.A. and ISAACS WILLIAMS, P.A.
FOR BOND COUNSEL AND RELATED LEGAL SERVICES**

This Agreement is made and entered into on DEC 21 2004, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, ("County"), and the law firm of Bryant Miller & Olive P.A., a Florida Professional Association, located at 201 So. Monroe Street, Suite 500, Tallahassee, Florida 32301, Federal Tax I. D. Number 59-1315801, and the law firm of Isaacs Williams, P.A., a Florida Professional Association, located at 2655 North Ocean Drive, Suite 502, Riviera Beach, Florida 33404, Federal Tax I.D. Number 05-0596709 ("Attorney").

In consideration of the mutual covenants and agreements expressed in this Agreement, County and Attorney agree as follows:

1. **Engagement.** County agrees to engage Attorney to provide bond counsel services following appointment by the County's Board of County Commissioners on a particular County financing and for such other legal services outside the usual scope of bond counsel services as may be requested from time to time by the County Attorney (the "Legal Services").

2. **Compensation.**

(a) Upon Attorney's appointment to act as bond counsel for a particular County financing through an Amendment to this Agreement, County agrees to compensate Attorney in accordance with the fee schedule set forth as Exhibit "A" to this Agreement.

(b) For Legal Services requested by the County Attorney which are outside the usual scope of services provided by bond counsel or which are unrelated to a financing for which Attorney has been appointed bond counsel, County agrees to compensate Attorney at Attorney's weighted average hourly rate. Attorney's weighted average hourly rate as of the date hereof is \$200.00. Attorney shall provide County written notice thirty (30) days prior to any increase in the specified weighted average hourly rate becoming effective. Fees for such Legal Services shall be paid as agreed to by the parties in an Amendment to this Agreement.

3. **Expenses and Costs.**

(a) County also agrees to reimburse Attorney for its reasonable and necessary expenses and costs incurred during the course of providing the Legal Services. The expenses and costs may include, but are not limited to, out-of-pocket expenses for express mail, long-distance telephone charges, postage, printing and photocopying.

(b) All requests for payment of expenses eligible for reimbursement under this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish

that the expense was actually incurred and necessary in the performance of the Legal Services. Long- distance telephone calls shall identify the person(s) called, purpose of call, time and cost. Photocopying or printing charges shall give a general description of documents copied or printed and the rate charged. Mileage charges shall identify the destination, numbers of miles, rate, and purpose of travel. Any out-of-county travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement shall be approved in writing by the County Attorney or designee, in advance, and paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

(c) Attorney shall maintain adequate records to justify all its charges, expenses and costs of performing the Legal Services for at least three (3) years after termination of this Agreement. County shall have access to such books, records and documents as required for the purpose of inspection or audit during Attorney's normal business hours, at County's expense, upon reasonable written notice.

(d) No reimbursement will be made for travel expenses incurred by Attorney when the destination is Palm Beach County without the prior written authorization of the County Attorney or designee.

4. **Termination and Assignment.**

(a) This Agreement may be terminated by County upon written notice to Attorney, effective upon Attorney's receipt of the notice. This Agreement may be terminated by Attorney upon sixty (60) days written notice to County. Upon termination, Attorney shall transfer all work in progress, completed work, and other materials related to the Legal Services to County.

(b) Neither this Agreement nor any rights and responsibilities hereunder may be assigned, in whole or in part, by Attorney without County's prior written consent.

5. **Reports, Confidentiality and Public Records.**

(a) Attorney shall provide periodic status reports, either oral or in writing, as requested by the County Attorney or designee.

(b) Attorney shall deliver to County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for County in the course of providing the Legal Services.

(c) All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by County or at its expense shall be kept confidential by Attorney and shall not be disclosed to any other party, directly or indirectly, without County's prior written consent unless required by an order issued

by a court or like authority of lawful jurisdiction. All drawings, maps and sketches, and other data developed or purchased under this Agreement or at County's expense shall be and remain County's property and may be reproduced and reused at the discretion of County.

(d) Attorney shall comply with the provisions of Chapter 119, Florida Statutes and all other legal public records requirements.

6. **Insurance.**

(a) Attorney will maintain in full force and effect, during the life of this Agreement, Standard Professional Liability Insurance with limits of not less than one Million Dollars (\$1,000,000.00) each occurrence with a maximum deductible of Fifty Thousand Dollars (\$50,000.00).

(b) A Certificate of insurance, satisfactory to County, evidencing such coverage and listing County as an additional insured, shall be furnished to County immediately upon execution hereof and before commencement of any Legal Services by Attorney under this Agreement, with complete copies of the applicable policy to be furnished upon County's request. Such certificate of insurance shall provide County with thirty (30) days prior written notice of any cancellation or non-renewal. Attorney must provide County with a renewal certificate thirty (30) days prior to expiration of the current certificate of insurance. Failure to provide and maintain certificates of insurance as required herein shall constitute a material breach of this Agreement.

7. **Indemnification.** Attorney shall indemnify, hold harmless and defend the County, its agents, servants, and employees from and against any and all claims, liability, losses and/or causes of actions (excluding attorney's fees) which may arise by virtue of any intentional or negligent act or omission of Attorney in the performance of the Legal Services.

8. **Performance Qualifications.** Attorney represents that it has, or will secure at its own expense, all necessary personnel required to perform the Legal Services. Such personnel shall not be employees of or have any contractual relationship with County. The Legal Services shall be performed by Attorney or under its supervision. All personnel engaged in performing the Legal Services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. Specifically, all lawyers performing the Legal Services must be members in good standing of The Florida Bar. Attorney must obtain prior written approval from the County Attorney or designee prior to permitting a lawyer who is not a member in good standing of The Florida Bar to perform any of the Legal Services hereunder. Attorney warrants that it is listed as qualified bond counsel in the Municipal Bond Buyer's "Red Book" and shall maintain such "Red Book" listing during the term of this Agreement. Attorney further warrants that the Legal Services shall be performed by skilled and competent personnel to the

highest professional standards.

9. **Truth in Negotiation.** Attorney's execution of this Agreement shall act as the execution of a truth-in negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of this Agreement.

10. **Conflicts of Interest.**

(a) Attorney represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Legal Services, as provided in the standards set forth in Chapter 112.311, Florida Statutes. Attorney further represents that no person having such a conflicting interest shall be employed by Attorney to perform the Legal Services.

(b) Attorney shall promptly notify the County Attorney in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence Attorney's judgment or quality of the Legal Services. Such written notice shall identify the prospective business association, interest or circumstance and the nature of work that Attorney wants to undertake and shall request the County Attorney's opinion as to whether the association, interest or circumstance would constitute a conflict of interest if entered into by the Attorney. The County Attorney or designee shall advise Attorney in writing as to whether a conflict of interest exists within thirty (30) days after receipt of the notice from Attorney. If, in the opinion of the County Attorney, the prospective business association, interest or circumstance would not constitute a conflict of interest by Attorney, the association, interest, or circumstance shall not be deemed in conflict of interest with respect to the Legal Services.

(c) Attorney agrees that it shall not serve as underwriter's counsel on any County bond issue (excluding County-issued industrial development bonds) during the term of this Agreement.

(d) Attorney further agrees to comply with County PPM #CW-0-052 regarding outside counsel conflicts of interest. This PPM is incorporated herein by reference.

11. **Independent Contractor.** Attorney is in the performance of the Legal Services, an independent contractor and not an employee of County. All persons engaged in performing the Legal Services pursuant to this Agreement shall at all times be subject to Attorney's sole discretion, supervision, and control. Attorney shall exercise control over the means and manner in which it and its employees perform the work. Attorney does not have the power or authority to bind County in any promise, agreement or representation other than as specifically provided for in this Agreement.

12. **Solicitation.** Attorney warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Attorney to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Attorney, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

13. **Equal Employment.** Attorney warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, ancestry, martial status, sexual orientation, or disability.

14. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be originally filed and later held in Palm Beach County. **To encourage prompt and equitable resolution of any litigation which may arise, the parties hereby waive any rights to trial by jury.** No remedy herein conferred upon the parties is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. The parties agree that time is of the essence in performing this Agreement. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other further exercise thereof.

15. **Notices.** All written notices required in this Agreement shall be sent by certified mail, return receipt requested. If sent to County, the notice shall be mailed to:

County Attorney
Palm Beach County
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

If sent to Attorney, the notice shall be mailed to:

Randy Hanna, Esq.
BRYANT MILLER & OLIVE P.A.
201 So. Monroe Street, Suite 500
Tallahassee, Florida 32301

and to:

Ethel Isaacs Williams, Esq.
ISAACS WILLIAMS, P.A.
2655 North Ocean Drive - Suite 502
Riviera Beach, Florida 33404

16. **Effective Date.** After execution by both parties and the completion of all conditions precedent required herein, this Agreement shall be effective January 1, 2005 and shall terminate on December 31, 2006, unless terminated earlier in accordance with Paragraph 4, or extended by written amendment by the parties. **The parties acknowledge that Bryant Miller**

& Olive P.A. has an ongoing engagement to provide Legal Services to the County pursuant to Agreement R-2000-2040D, as amended, expiring as of December 31, 2004. The parties agree that Bryant Miller & Olive P.A. shall continue to provide those specified Legal Services under that ongoing engagement (subject to any superseding terms of this Agreement) beginning on the effective date hereof.

17. **Non-Appropriations.** The County's performance and obligation to pay under this Agreement beyond the current fiscal year is contingent upon an annual appropriation by the County's Board of County Commissioners.

18. **Vendor List Certification.** As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereto, Attorney certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof.

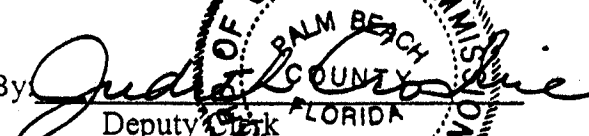
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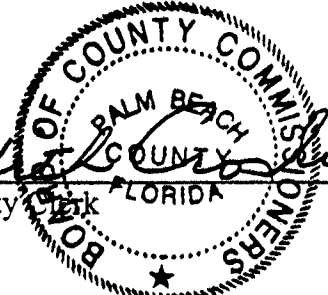
19. **Entire Agreement.** The foregoing terms and conditions constitute the entire agreement between the parties hereto and any representation not contained herein shall be null and void and of no force and effect. Further, this Agreement may be amended only in writing upon mutual consent of the parties.


ATTEST:

Dorothy H. Wilken, Clerk

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

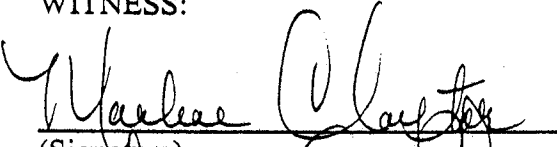
By: 
Deputy Clerk



By: 
Tony Masilotti, Chairman

R2004 2573
DEC 21 2004

WITNESS:


(Signature)

Marlene Clayton
Name (Type or Print)

ATTORNEY:

BRYANT MILLER & OLIVE P.A.


(Individual)

JoLinda Herring

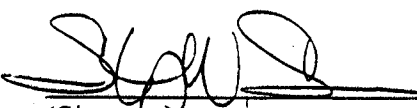
Name (Type or Print)

Shareholder

Title

(corporate seal)[if applicable]

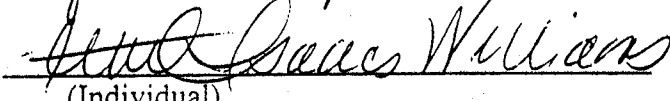
WITNESS:


(Signature)

Stephanie V. Seane
Name (Type or Print)

ATTORNEY:

ISAACS WILLIAMS, P.A.


(Individual)

Ethel Isaac Williams

Name (Type or Print)

MANAGER / OWNER

Title

(corporate seal)[if applicable]

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

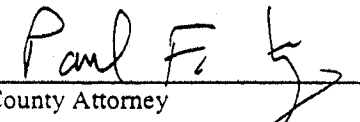

County Attorney

EXHIBIT A

Fee Schedule

EXHIBIT "A"

| SIZE OF ISSUE | GENERAL OBLIGATION BONDS OR NOTES | | COUNTY ISSUE FIXED RATE REVENUE BONDS OR NOTES | | COUNTY ISSUE VARIABLE RATE REVENUE BONDS OR NOTES | | GENERAL OBLIGATION REFUNDING BONDS OR NOTES | | REFUNDING COUNTY REVENUE BONDS OR NOTES | | LEASE-PURCHASE BONDS OR CERTIFICATES OF PARTICIPATION | |
|---------------------------------|-----------------------------------|-------------|--|-------------|---|-------------|---|-------------|---|-------------|---|-------------|
| | PER BOND | MAXIMUM FEE | PER BOND | MAXIMUM FEE | PER BOND | MAXIMUM FEE | PER BOND | MAXIMUM FEE | PER BOND | MAXIMUM FEE | PER BOND | MAXIMUM FEE |
| First \$ 25,000,000 | \$1.20 | \$30,000 | \$1.40 | \$35,000 | \$1.60 | \$40,000 | \$1.45 | \$36,250 | \$1.70 | \$42,500 | \$1.70 | \$42,500 |
| Second \$ 25,000,000 | \$0.80 | \$20,000 | \$1.00 | \$25,000 | \$1.40 | \$35,000 | \$1.00 | \$25,000 | \$1.20 | \$30,000 | \$1.20 | \$30,000 |
| Third \$ 25,000 | \$0.60 | \$15,000 | \$0.70 | \$17,500 | \$1.00 | \$25,000 | \$0.70 | \$17,500 | \$0.80 | \$20,000 | \$0.90 | \$22,500 |
| Fourth \$ 25,000,000 | \$0.30 | \$ 7,500 | \$0.50 | \$12,500 | \$0.75 | \$18,750 | \$0.40 | \$10,000 | \$0.60 | \$15,000 | \$0.60 | \$15,000 |
| Fifth \$ 25,000,000 | \$0.15 | \$ 3,750 | \$0.25 | \$ 6,250 | \$0.30 | \$ 7,500 | \$0.20 | \$ 5,000 | \$0.30 | \$ 7,500 | \$0.30 | \$ 7,500 |
| Sixth \$ 25,000,000 | \$0.10 | \$ 2,500 | \$0.10 | \$ 2,500 | \$0.10 | \$ 2,500 | \$0.10 | \$ 2,500 | \$0.10 | \$ 2,500 | \$0.10 | \$ 2,500 |
| Anything Above \$150,000,000 | \$0.10 | \$ _____ | \$0.10 | \$ _____ | \$0.10 | \$ _____ | \$0.10 | \$ _____ | \$0.10 | \$ _____ | \$0.10 | \$ _____ |

I, SHARON R. BOCK, Clerk and Comptroller of the County of Palm Beach, Florida, do hereby certify this to be a true and correct copy of the original as the same appears of record in my office on DEC 21 2004
 dated at West Palm Beach, FL on 1-14-2005
 By: Audith Crook

