

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

Meeting Date: 11/18/08 Consent Regular
 Public Hearing

Department:

Submitted By: COUNTY ATTORNEY

Submitted For: Housing Finance Authority of Palm Beach County, Florida

I. EXECUTIVE BRIEF

MOTION AND TITLE: STAFF RECOMMENDS MOTION TO APPROVE an Amended and Restated Contract for Bond and Disclosure Counsel Services between the Housing Finance Authority of Palm Beach County, Florida (the "Authority") and Greenberg Traurig, P.A. ("Greenberg") and an Amended and Restated Contract for Bond and Disclosure Counsel Services between the Authority and Bryant Miller Olive P.A. ("BMO," and, together with Greenberg, the "Firms"), which are identical contracts that provide that the Firms will serve as bond counsel and disclosure counsel to the Authority on a rotational basis, delineate the services the Firms will provide to the Authority and establish the fee arrangement between the parties with respect to such services (collectively, the "Amended Contracts"). The approval of the Amended Contracts is required by Ordinance 2002-22 (the "Ordinance").

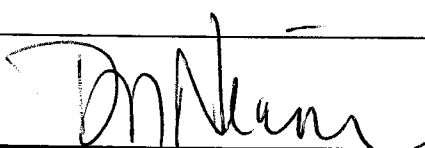
Summary: In 2001 the Authority circulated requests for proposals for bond counsel and disclosure counsel services (the "RFP") and, upon a review of all responses to the RFP, selected the Firms to serve as bond and disclosure counsel for the Authority on a rotational basis. Thereafter, the Authority entered into identical contracts with the Firms. Due to the increasing costs of provision of legal services, the Authority entered into renegotiations with the Firms and, at its regular meeting on May 9, 2008, authorized an increase in the Firms' fees, which had not been increased since 2001. The Authority and the Firms entered into the Amended Contracts to reflect the change in fees. Compensation to the Firms under the Amended Contracts will be in excess of \$10,000. The Amended Contracts have been reviewed and approved by the Authority and its general counsel. Pursuant to the Ordinance "all contracts of the Authority for the purchase of goods and services in excess of \$10,000 shall be submitted to and approved, in each instance, by the Board of County Commissioners. . . ." Countywide (PFK)

Background and Policy Issues: The adoption of this motion by the Board of County Commissioners would constitute the approval required under the Ordinance.

Attachments:

1. Amended and Restated Contract for Bond and Disclosure Counsel Services between the Housing Finance Authority of Palm Beach County, Florida and Greenberg Traurig, P.A., dated as of May 9, 2008
2. Amended and Restated Contract for Bond and Disclosure Counsel Services between the Housing Finance Authority of Palm Beach County, Florida and Bryant Miller Olive P.A., dated as of May 9, 2008

Recommended by: _____


County Attorney

10/29/08
Date

Approved By: _____

N/A

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	0	_____	_____	_____	_____
Operating Costs	0	_____	_____	_____	_____
External Revenues	0	_____	_____	_____	_____
Program Income (County)	0	_____	_____	_____	_____
In-Kind Match (County)	0	_____	_____	_____	_____
NET FISCAL IMPACT	0	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included In Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Agency _____ Org. _____ Object _____ Reporting Category _____

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

C. Departmental Fiscal Review: All costs to be borne by the Housing Finance Authority. No fiscal impact to Palm Beach County.

III. REVIEW COMMENTS

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

Atwell 11-4-08
 OFMB 11/3/08
 Contract Dev. and Control 11/4/08

B. Legal Sufficiency:

Paul F. J. 10/28/08
 County Attorney

C. Other Department Review:

 Department Director

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

**AMENDED AND RESTATED CONTRACT
FOR BOND AND DISCLOSURE COUNSEL SERVICES**

This Amended and Restated Contract for Bond and Disclosure Counsel Services (this "Amended and Restated Agreement"), between the Housing Finance Authority of Palm Beach County, Florida (the "Authority") and Greenberg Traurig, P.A. (the "Firm"), dated as of May 9, 2008.

WITNESSETH

WHEREAS, the Authority previously circulated a request for proposals for bond counsel ("Bond Counsel") and disclosure counsel ("Disclosure Counsel," and together with Bond Counsel, "Bond and Disclosure Counsel") services on or about June 8, 2001 (the "RFP");

WHEREAS, following review of all responses to the RFP, and a deliberate decision making process by the Authority, the Authority, at one of its regular meetings, selected both the Firm and Bryant Miller Olive, P.A. (the "Other Firm") to serve as its Bond and Disclosure Counsel, on a rotational basis, subject to the negotiation of identical definitive contracts describing such representation and the fees associated with such representation;

WHEREAS, the Authority and its Bond and Disclosure Counsel subsequently entered into those certain identical Contracts for Bond Counsel Services by and between the Firm and the Authority and by and between the Other Firm and the Authority to describe such representation and the fees associated therewith (the "Original Agreements");

WHEREAS, the fees specified in the Original Agreements have not been increased since their execution in 2001;

WHEREAS, due to the increasing costs of provision of legal services, the Firm, the Other Firm and the Authority entered into renegotiations in connection with the fees associated with the services provided by Bond and Disclosure Counsel;

WHEREAS, the Authority, at its regular meeting held on May 9, 2008, authorized an increase in fees to its Bond and Disclosure Counsel as a result of such renegotiations;

WHEREAS, the Other Firm and the Authority will enter into an amended and restated contract for Bond and Disclosure Counsel services identical in terms to this Amended and Restated Agreement; and

WHEREAS, this Amended and Restated Agreement embodies terms which are satisfactory to both the Authority and the Firm, regarding the Firm's services as Bond and Disclosure Counsel to the Authority;

NOW THEREFORE, each of the Authority and the Firm agree as follows:

I. Scope of Representation as Bond Counsel. The Firm shall:

A. Provide specialized legal advice regarding the Internal Revenue Code of 1986, as amended, together with corresponding and applicable final, temporary or proposed regulations and revenue rulings issued or amended with respect thereto by the United States Treasury Department or Internal Revenue Service (collectively, the "Code"), as it applies to the Authority's bond financing activities and to the programs or projects funded with the proceeds of the Authority's bonds, particularly with respect to the structure of proposed new issues of bonds, the integration of bond proceeds with Authority funds or other external funds (e.g. HOME, SHIP, SAIL, CWHIP, CDBG, etc.), and the structure and operation of new programs relating to such bonds.

B. Prepare and submit the application to the Division of Bond Finance of the State Board of Administration for approval of volume cap allocation for each Authority private activity bond issue.

C. Advise the Authority on the procedures, required approvals, filings and other legal issues relative to the issuance of bonds.

D. Prepare the trust indenture relating to each series of bonds, which document may be in the form of a series supplement for bonds issued on a parity basis under a master indenture or in the form of a separate, stand-alone "closed" indenture, and the loan or financing agreement, land use restriction agreement, mortgage and security agreement, promissory note, fee guaranty and environmental indemnity agreement, and any other ancillary documents, as applicable, for each series of bonds.

E. With respect to single family bond issues, prepare program documents including, but not limited to, origination, servicing and program administration agreements.

F. Prepare bond authorizing resolutions for consideration and adoption by the Authority which authorizing resolutions generally shall (i) authorize the execution of the bond purchase agreement relating to each series of bonds to be issued, (ii) authorize the execution of other documents required for closing, (iii) approve the final form of the related disclosure documents, and (iv) generally approve actions for legal sufficiency which must be taken incident to issuing the bonds.

G. If applicable, prepare validation pleadings, including proposed final judgments, as required by the Authority and the Authority's general counsel.

H. Review and comment on any documents prepared by other members of the Authority's bond financing team relating to each bond issue, including, among others, the bond purchase agreement, investment agreement, disclosure document, continuing disclosure agreement, remarketing agreement and bid specifications and bid procedures for investment agreements.

I. Provide required Bond Counsel opinions relating to the tax exempt status of the Authority's bonds under applicable State and Federal law, as well as legal opinions attesting to the valid issuance of bonds under applicable State law and provide required tax

opinions evidencing compliance of each new issue of bonds with applicable provisions of the Code, as well as the adequacy of program documents and operating procedures/policies of the Authority to reasonably assure compliance with such Code provisions.

J. Assemble all closing transcript items and arrange for preparation of transcripts for distribution to each member of the Authority's bond financing team.

K. Prescribe the detailed procedures to be followed by the Authority's financial advisor or senior managing underwriter in calculating the bond yield and mortgage yield associated with each issue of bonds and each new bond-financed loan program.

L. Review bond/mortgage yield calculations for each new issue of bonds for the purpose of determining the extent to which calculations may be relied upon in preparing an arbitrage certificate for such bonds.

M. Prepare the arbitrage certificate relating to each new issue of bonds and deliver such arbitrage certificate prior to closing.

N. Review all financial feasibility studies and contracts for legal issues relating to bonds for any proposed bond issue and participate with Authority staff, financial advisor and general counsel's office in the development of all financing programs.

O. Assist in presenting information to bond rating organizations and credit enhancers.

P. At the request of the Authority, assist the Authority, its staff, general counsel and financial advisor in the development of new programs and the preparation of rules and regulations and other documentation necessary to implement such programs, whether such programs utilize tax exempt bonds, taxable bonds, or Authority funds.

Q. When required, attend regular and special meetings of the Authority and any meeting of the Palm Beach County Board of County Commissioners as deemed necessary by the Authority.

R. Perform such other work as may be requested by the Authority in connection with proposals received, special programs and general Authority needs.

II. Scope of Representation as Disclosure Counsel. On a rotational basis, the Firm shall also serve as Disclosure Counsel for the Authority whenever the Other Firm is serving as Bond Counsel. As Disclosure Counsel the Firm shall:

A. When required, prepare the disclosure documents for the Authority's bonds, including, but not limited to, preliminary official statements, final official statements, limited offering memorandums and private placement memorandums.

B. When required, prepare the continuing disclosure document for the Authority and, if applicable, each conduit borrower, in compliance with the United States Securities Exchange Commission Rule 15c2-12.

C. Deliver, on behalf of the Authority, the customary opinion of Disclosure Counsel addressed to the Authority and each firm serving as an underwriter of the Authority's bonds to which such disclosure document relates.

III. Rotation Procedures. Bond and Disclosure Counsel assignments shall be made on a rotating basis between the Firm and the Other Firm in accordance with the following provisions:

A. **Single Family Issues:** each firm shall provide Bond Counsel services on an alternating basis, such that one firm will serve as Bond Counsel on the first series of single family bonds which is issued after the date of this Amended and Restated Agreement, and the other firm will serve as Bond Counsel on the second series of single family bonds, with each firm alternating in such capacity thereafter. If a series of single family bonds incorporates a Fannie Mae second mortgage loan program, Authority second mortgage loan program or similar program, the firm serving as Bond Counsel on such issue shall also provide services in connection with such second mortgage program.

B. **Sale of GNMA Certificates or Fannie Mae Securities or Whole Mortgage Loans:** each firm shall provide Bond Counsel services on an alternating basis in conjunction with the sale of GNMA Certificates, Fannie Mae Securities or whole mortgage loans securing an issue of single family bonds. The firm not selected by the Authority to provide Bond Counsel services on the initial series of single family bonds after the date hereof shall serve as Bond Counsel on the initial sale of such GNMA Certificates, Fannie Mae Securities or whole mortgage loans, and thereafter, the two firms shall serve as Bond Counsel for such transactions on an alternating rotating basis.

C. **Multifamily Bonds - New Issue, Refunding, and Post-Issuance Transactions Constituting a Reissuance:** each firm shall provide Bond Counsel services on an alternating basis, such that one of the two firms serving as Bond Counsel shall serve as such for the initial series of multifamily bonds issued by the Authority after the date hereof, and the other firm shall serve as Bond Counsel on the second series, with each firm alternating in such capacity thereafter. For purposes of this rotation, an issue of refunding bonds or a post issuance transaction which results in a reissuance of such bonds for federal income tax purposes, shall be treated as a new issue of bonds and subject to the rotation procedures set forth in this paragraph C. For purposes of this rotation, a qualified 501(c)(3) bond shall be treated the same as a residential rental facility bond under Section 142 of the Code.

D. **Multifamily Bonds - Post-Issuance Transactions Not Constituting a Reissuance:** each firm shall provide Bond Counsel services on an alternating basis, such that one firm shall serve as Bond Counsel on the first series of bonds subject to a post-issuance transaction such as amendment, project transfer, credit substitution or other action which does not result in a reissuance of such series of bonds, which arises after the effective date hereof, and the other firm shall serve as Bond Counsel on the second post-issuance transaction not constituting a reissuance with respect to a series of bonds, with each firm alternating in such capacity thereafter.

E. When a particular transaction requires the services of Disclosure Counsel, the firm not serving as Bond Counsel for that transaction shall serve as Disclosure Counsel.

F. **Special Projects:** the Firm will provide Bond Counsel services for special projects undertaken on behalf of the Authority or a private borrower under the Authority's bonds, as directed or requested by the Authority from time to time. Such assignments shall be made on a rotating basis.

G. Following the end of each contract year, the Authority shall adjust assignments for future issues so that assignments between the Authority's two Bond and Disclosure Counsel firms shall be as nearly equal as possible.

IV. Fees for Services: The Firm's fees for the foregoing services shall be as described in Exhibit "A" attached hereto and the following shall apply to items not covered in Exhibit "A":

A. **Special Projects Hourly Rates.** In the event the Authority should request that the Firm perform Bond Counsel or Disclosure Counsel services which cannot be paid from costs of issuance of a bond transaction, the Firm will charge legal fees based upon hourly rates of \$195 for services provided by associates, \$250 per hour for services provided by shareholders and \$90.00 for paralegals. The fees for any legal opinions related to a special project matter will be based on a negotiated fee agreed to by the Firm and the Authority or the Borrower, as the case may be, and will not be based solely on the basis of time charges. All hourly representation by the Firm will be initiated at the direction of the Authority. Prior to the Firm actually undertaking such legal work, the Firm will supply the Authority with a written estimate of the fees and costs to be incurred.

B. **Expenses.** The Firm shall be reimbursed for its reasonable disbursements which include, but are not limited to, Federal Express or other courier charges, long distance telephone, fax, copying costs, computer research and travel to attend closings. Wherever possible, these reimbursements shall be made from bond proceeds. There shall be no word processing charges. The costs of transcripts will be billed at cost, but such costs are expected to be paid from costs of issuance.

V. Term of Agreement. This Amended and Restated Agreement shall be in effect commencing May 9, 2008 and shall terminate on May 8, 2009 (the "Original Term"), provided, however, that the term of this Amended and Restated Agreement shall be extended for one year upon the expiration of the Original Term and thereafter upon the expiration of each successive term, unless the Authority provides prior written notice to the Firm that such extension shall not be granted, and provided further that this Amended and Restated Agreement may be terminated at any time and without cause, by either party, upon provision of written notice to the other party.

[Signature page follows]

[Signature page to Amended and Restated Contract for Bond and Disclosure Counsel Services]

HOUSING FINANCE AUTHORITY
OF PALM BEACH COUNTY, FLORIDA

GREENBERG TRAURIG, P.A.

By: Judy F. Irwin
Judy F. Irwin, Chairperson

By: Stephen D. Sanford
Stephen D. Sanford, Shareholder

Attest: David M. Brandt
David M. Brandt, Interim Executive Director

Approved as to Legal Sufficiency

By: Christy S. Evans
Christy S. Evans, General Counsel

EXHIBIT A
BOND COUNSEL FEE SCHEDULE

- | | |
|---|--|
| (1) Single Family Bonds: | |
| (a) For each issue up to \$40,000,000 principal amount (short term bonds and taxable bonds all issued at the same time constitutes one issue if issued under same Indenture): | \$45,000 flat fee |
| (b) If single family issue is in excess of \$40,000,000: | \$45,000 plus \$1.25 per \$1,000 in excess of \$40,000,000 |
| (2) Sale of GNMA Certificates; Fannie Mae Securities, whole mortgage loans, including defeasance and bankruptcy opinion, if required: | \$15,000 flat fee |
| (3) Multifamily Bonds - New, Refunding & Reissuances | |
| (a) For structures which do not require Bond Counsel to draft real estate documents: | \$50,000 flat fee |
| (b) For each additional series of bonds issued under the same Indenture: | \$7,500 per additional series |
| (c) For each change in bond structure after documents have been drafted based on another structure: | \$5,000 additional per each structure change |
| (d) For structures which required Bond Counsel to draft real estate documents: | \$60,000 flat fee |
| (e) If an issue requires separate indentures for separate series of bonds to finance a single project, using different bond structures, for each additional indenture: | 65% of the total Bond Counsel fee due on the first Indenture |

- (4) 501(c)(3) bonds:
- (a) For structures which do not require Bond Counsel to draft real estate \$70,000 flat fee plus \$250 per billable hour to review exempt organization tax issues
 - (b) For each additional series of bonds issued under the same Indenture: \$10,000 additional per series
 - (c) For each change in bond structure after documents have been drafted based on another structure: \$5,000 additional per each structure change
 - (d) For structures which required Bond Counsel to draft real estate documents: \$80,000 flat fee plus \$250 per billable hour to review exempt organization tax issues
 - (e) If an issue requires separate indentures for separate series of bonds to finance a single project, using different bond structures, for each additional indenture: 65% of the total Bond Counsel fee due on the first Indenture
- (5) Post Issuance Services at request of Borrower:
- (a) Bond Counsel Opinion required for requested action but no document amendments required (such as change in credit facility or conversion to permanent loan under Fannie Mae program): \$7,500 flat fee
 - (b) Bond Counsel Opinion required in connection with Indenture and/or financing agreement amendments to be drafted by Bond Counsel which do not rise to a reissuance of the Bonds: the greater of actual attorney time or \$10,000
 - (c) Change of ownership of financed project; preparation of Assignment and Assumption Agreement but no document amendments: the greater of actual attorney time or \$15,000 (includes any required Bond Counsel opinion)

(d) Change of Ownership of financed project; preparation of Assignment and Assumption Agreement with document amendments which do not rise to a reissuance of the Bonds:

the greater of actual attorney time or \$17,500 (includes any required Bond Counsel opinion)

(e) Additional services requested by the Borrower not described above:

Firm will negotiate an hourly fee or fixed fee with Borrower prior to commencing work.

(4) Disclosure Counsel:

(a) For each bond issue, a flat fee for each separate offering document (except that a preliminary and final offering document for a series of bonds shall be treated as one offering document):

\$25,000 flat fee

**AMENDED AND RESTATED CONTRACT
FOR BOND AND DISCLOSURE COUNSEL SERVICES**

This Amended and Restated Contract for Bond and Disclosure Counsel Services (this "Amended and Restated Agreement"), between the Housing Finance Authority of Palm Beach County, Florida (the "Authority") and Bryant Miller Olive P.A. (the "Firm"), dated as of May 9, 2008.

WITNESSETH

WHEREAS, the Authority previously circulated a request for proposals for bond counsel ("Bond Counsel") and disclosure counsel ("Disclosure Counsel," and together with Bond Counsel, "Bond and Disclosure Counsel") services on or about June 8, 2001 (the "RFP");

WHEREAS, following review of all responses to the RFP, and a deliberate decision making process by the Authority, the Authority, at one of its regular meetings, selected both the Firm and Greenberg Traurig, P.A. (the "Other Firm") to serve as its Bond and Disclosure Counsel, on a rotational basis, subject to the negotiation of identical definitive contracts describing such representation and the fees associated with such representation;

WHEREAS, the Authority and its Bond and Disclosure Counsel subsequently entered into those certain identical Contracts for Bond Counsel Services by and between the Firm and the Authority and by and between the Other Firm and the Authority to describe such representation and the fees associated therewith (the "Original Agreements");

WHEREAS, the fees specified in the Original Agreements have not been increased since their execution in 2001;

WHEREAS, due to the increasing costs of provision of legal services, the Firm, the Other Firm and the Authority entered into renegotiations in connection with the fees associated with the services provided by Bond and Disclosure Counsel;

WHEREAS, the Authority, at its regular meeting held on May 9, 2008, authorized an increase in fees to its Bond and Disclosure Counsel as a result of such renegotiations;

WHEREAS, the Other Firm and the Authority will enter into an amended and restated contract for Bond and Disclosure Counsel services identical in terms to this Amended and Restated Agreement; and

WHEREAS, this Amended and Restated Agreement embodies terms which are satisfactory to both the Authority and the Firm, regarding the Firm's services as Bond and Disclosure Counsel to the Authority;

NOW THEREFORE, each of the Authority and the Firm agree as follows:

I. Scope of Representation as Bond Counsel. The Firm shall:

A. Provide specialized legal advice regarding the Internal Revenue Code of 1986, as amended, together with corresponding and applicable final, temporary or proposed regulations and revenue rulings issued or amended with respect thereto by the United States Treasury Department or Internal Revenue Service (collectively, the "Code"), as it applies to the Authority's bond financing activities and to the programs or projects funded with the proceeds of the Authority's bonds, particularly with respect to the structure of proposed new issues of bonds, the integration of bond proceeds with Authority funds or other external funds (e.g. HOME, SHIP, SAIL, CWHIP, CDBG, etc.), and the structure and operation of new programs relating to such bonds.

B. Prepare and submit the application to the Division of Bond Finance of the State Board of Administration for approval of volume cap allocation for each Authority private activity bond issue.

C. Advise the Authority on the procedures, required approvals, filings and other legal issues relative to the issuance of bonds.

D. Prepare the trust indenture relating to each series of bonds, which document may be in the form of a series supplement for bonds issued on a parity basis under a master indenture or in the form of a separate, stand-alone "closed" indenture, and the loan or financing agreement, land use restriction agreement, mortgage and security agreement, promissory note, fee guaranty and environmental indemnity agreement, and any other ancillary documents, as applicable, for each series of bonds.

E. With respect to single family bond issues, prepare program documents including, but not limited to, origination, servicing and program administration agreements.

F. Prepare bond authorizing resolutions for consideration and adoption by the Authority which authorizing resolutions generally shall (i) authorize the execution of the bond purchase agreement relating to each series of bonds to be issued, (ii) authorize the execution of other documents required for closing, (iii) approve the final form of the related disclosure documents, and (iv) generally approve actions for legal sufficiency which must be taken incident to issuing the bonds.

G. If applicable, prepare validation pleadings, including proposed final judgments, as required by the Authority and the Authority's general counsel.

H. Review and comment on any documents prepared by other members of the Authority's bond financing team relating to each bond issue, including, among others, the bond purchase agreement, investment agreement, disclosure document, continuing disclosure agreement, remarketing agreement and bid specifications and bid procedures for investment agreements.

I. Provide required Bond Counsel opinions relating to the tax exempt status of the Authority's bonds under applicable State and Federal law, as well as legal opinions attesting to the valid issuance of bonds under applicable State law and provide required tax opinions evidencing compliance of each new issue of bonds with applicable provisions of the Code, as well as the adequacy of program documents and operating procedures/policies of the Authority to reasonably assure compliance with such Code provisions.

J. Assemble all closing transcript items and arrange for preparation of transcripts for distribution to each member of the Authority's bond financing team.

K. Prescribe the detailed procedures to be followed by the Authority's financial advisor or senior managing underwriter in calculating the bond yield and mortgage yield associated with each issue of bonds and each new bond-financed loan program.

L. Review bond/mortgage yield calculations for each new issue of bonds for the purpose of determining the extent to which calculations may be relied upon in preparing an arbitrage certificate for such bonds.

M. Prepare the arbitrage certificate relating to each new issue of bonds and deliver such arbitrage certificate prior to closing.

N. Review all financial feasibility studies and contracts for legal issues relating to bonds for any proposed bond issue and participate with Authority staff, financial advisor and general counsel's office in the development of all financing programs.

O. Assist in presenting information to bond rating organizations and credit enhancers.

P. At the request of the Authority, assist the Authority, its staff, general counsel and financial advisor in the development of new programs and the preparation of rules and regulations and other documentation necessary to implement such programs, whether such programs utilize tax exempt bonds, taxable bonds, or Authority funds.

Q. When required, attend regular and special meetings of the Authority and any meeting of the Palm Beach County Board of County Commissioners as deemed necessary by the Authority.

R. Perform such other work as may be requested by the Authority in connection with proposals received, special programs and general Authority needs.

II. Scope of Representation as Disclosure Counsel. On a rotational basis, the Firm shall also serve as Disclosure Counsel for the Authority whenever the Other Firm is serving as Bond Counsel. As Disclosure Counsel the Firm shall:

A. When required, prepare the disclosure documents for the Authority's bonds, including, but not limited to, preliminary official statements, final official statements, limited offering memorandums and private placement memorandums.

B. When required, prepare the continuing disclosure document for the Authority and, if applicable, each conduit borrower in compliance with the United States Securities Exchange Commission Rule 15c2-12.

C. Deliver, on behalf of the Authority, the customary opinion of Disclosure Counsel addressed to the Authority and each firm serving as an underwriter of the Authority's bonds to which such disclosure document relates.

III. Rotation Procedures. Bond and Disclosure Counsel assignments shall be made on a rotating basis between the Firm and the Other Firm in accordance with the following provisions:

A. **Single Family Issues:** each firm shall provide Bond Counsel services on an alternating basis, such that one firm will serve as Bond Counsel on the first series of single family bonds which is issued after the date of this Amended and Restated Agreement, and the other firm will serve as Bond Counsel on the second series of single family bonds, with each firm alternating in such capacity thereafter. If a series of single family bonds incorporates a Fannie Mae second mortgage loan program, Authority second mortgage loan program or similar program, the firm serving as Bond Counsel on such issue shall also provide services in connection with such second mortgage program.

B. **Sale of GNMA Certificates or Fannie Mae Securities or Whole Mortgage Loans:** each firm shall provide Bond Counsel services on an alternating basis in conjunction with the sale of GNMA Certificates, Fannie Mae Securities or whole mortgage loans securing an issue of single family bonds. The firm not selected by the Authority to provide Bond Counsel services on the initial series of single family bonds after the date hereof shall serve as Bond Counsel on the initial sale of such GNMA Certificates, Fannie Mae Securities or whole mortgage loans, and thereafter, the two firms shall serve as Bond Counsel for such transactions on an alternating rotating basis.

C. **Multifamily Bonds - New Issue, Refunding, and Post-Issuance Transactions Constituting a Reissuance:** each firm shall provide Bond Counsel services on an alternating basis, such that one of the two firms serving as Bond Counsel shall serve as such for the initial series of multifamily bonds issued by the Authority after the date hereof, and the other firm shall serve as Bond Counsel on the second series, with each firm alternating in such capacity thereafter. For purposes of this rotation, an issue of refunding bonds or a post issuance transaction which results in a reissuance of such bonds for federal income tax purposes, shall be treated as a new issue of bonds and subject to the rotation procedures set forth in this paragraph C. For purposes of this rotation, a qualified 501(c)(3) bond shall be treated the same as a residential rental facility bond under Section 142 of the Code.

D. **Multifamily Bonds - Post-Issuance Transactions Not Constituting a Reissuance:** each firm shall provide Bond Counsel services on an alternating basis, such that one firm shall serve as Bond Counsel on the first series of bonds subject to a post-issuance transaction such as amendment, project transfer, credit substitution or other action which does not result in a reissuance of such series of bonds, which arises after the effective date hereof, and the other firm shall serve as Bond Counsel on the second post-issuance transaction not

constituting a reissuance with respect to a series of bonds, with each firm alternating in such capacity thereafter.

E. When a particular transaction requires the services of Disclosure Counsel, the firm not serving as Bond Counsel for that transaction shall serve as Disclosure Counsel.

F. **Special Projects:** the Firm will provide Bond Counsel services for special projects undertaken on behalf of the Authority or a private borrower under the Authority's bonds, as directed or requested by the Authority from time to time. Such assignments shall be made on a rotating basis.

G. Following the end of each contract year, the Authority shall adjust assignments for future issues so that assignments between the Authority's two Bond and Disclosure Counsel firms shall be as nearly equal as possible.

IV. Fees for Services: The Firm's fees for the foregoing services shall be as described in Exhibit "A" attached hereto and the following shall apply to items not covered in Exhibit "A":

A. **Special Projects Hourly Rates.** In the event the Authority should request that the Firm perform Bond Counsel or Disclosure Counsel services which cannot be paid from costs of issuance of a bond transaction, the Firm will charge legal fees based upon hourly rates of \$195 for services provided by associates, \$250 per hour for services provided by shareholders and \$90.00 for paralegals. The fees for any legal opinions related to a special project matter will be based on a negotiated fee agreed to by the Firm and the Authority or the Borrower, as the case may be, and will not be based solely on the basis of time charges. All hourly representation by the Firm will be initiated at the direction of the Authority. Prior to the Firm actually undertaking such legal work, the Firm will supply the Authority with a written estimate of the fees and costs to be incurred.

B. **Expenses.** The Firm shall be reimbursed for its reasonable disbursements which include, but are not limited to, Federal Express or other courier charges, long distance telephone, fax, copying costs, computer research and travel to attend closings. Wherever possible, these reimbursements shall be made from bond proceeds. There shall be no word processing charges. The costs of transcripts will be billed at cost, but such costs are expected to be paid from costs of issuance.

V. Term of Agreement. This Amended and Restated Agreement shall be in effect commencing May 9, 2008 and shall terminate on May 8, 2009 (the "Original Term"), provided, however, that the term of this Amended and Restated Agreement shall be extended for one year upon the expiration of the Original Term and thereafter upon the expiration of each successive term, unless the Authority provides prior written notice to the Firm that such extension shall not be granted, and provided further that this Amended and Restated Agreement may be terminated at any time and without cause, by either party, upon provision of written notice to the other party.

[Signature page follows]

[Signature page to Amended and Restated Contract for Bond and Disclosure Counsel Services]

HOUSING FINANCE AUTHORITY
OF PALM BEACH COUNTY, FLORIDA

BRYANT MILLER OLIVE P.A.

By: Judy F. Irwin
Judy F. Irwin, Chairperson

By: Gerinde Huming

Attest: D. M. Brandt
David M. Brandt, Interim Executive Director

Approved as to Legal Sufficiency

By: Christy S. Evans
Christy S. Evans, General Counsel

EXHIBIT A
BOND COUNSEL FEE SCHEDULE

(1)	Single Family Bonds:	
	(a)	For each issue up to \$40,000,000 principal amount (short term bonds and taxable bonds all issued at the same time constitutes one issue if issued under same Indenture):
		\$45,000 flat fee
	(b)	If single family issue is in excess of \$40,000,000:
		\$45,000 plus \$1.25 per \$1,000 in excess of \$40,000,000
(2)	Sale of GNMA Certificates; Fannie Mae Securities, whole mortgage loans, including defeasance and bankruptcy opinion, if required:	\$15,000 flat fee
(3)	Multifamily Bonds - New, Refunding & Reissuances	
	(a)	For structures which do not require Bond Counsel to draft real estate documents:
		\$50,000 flat fee
	(b)	For each additional series of bonds issued under the same Indenture:
		\$7,500 per additional series
	(c)	For each change in bond structure after documents have been drafted based on another structure:
		\$5,000 additional per each structure change
	(d)	For structures which required Bond Counsel to draft real estate documents:
		\$60,000 flat fee
	(e)	If an issue requires separate indentures for separate series of bonds to finance a single project, using different bond structures, for each additional indenture:
		65% of the total Bond Counsel fee due on the first Indenture

- (4) 501(c)(3) bonds:
- (a) For structures which do not require Bond Counsel to draft real estate \$70,000 flat fee plus \$250 per billable hour to review exempt organization tax issues
 - (b) For each additional series of bonds issued under the same Indenture: \$10,000 additional per series
 - (c) For each change in bond structure after documents have been drafted based on another structure: \$5,000 additional per each structure change
 - (d) For structures which required Bond Counsel to draft real estate documents: \$80,000 flat fee plus \$250 per billable hour to review exempt organization tax issues
 - (e) If an issue requires separate indentures for separate series of bonds to finance a single project, using different bond structures, for each additional indenture: 65% of the total Bond Counsel fee due on the first Indenture
- (5) Post Issuance Services at request of Borrower:
- (a) Bond Counsel Opinion required for requested action but no document amendments required (such as change in credit facility or conversion to permanent loan under Fannie Mae program): \$7,500 flat fee
 - (b) Bond Counsel Opinion required in connection with Indenture and/or financing agreement amendments to be drafted by Bond Counsel which do not rise to a reissuance of the Bonds: the greater of actual attorney time or \$10,000
 - (c) Change of ownership of financed project; preparation of Assignment and Assumption Agreement but no document amendments: the greater of actual attorney time or \$15,000 (includes any required Bond Counsel opinion)

(d) Change of Ownership of financed project; preparation of Assignment and Assumption Agreement with document amendments which do not rise to a reissuance of the Bonds:

the greater of actual attorney time or \$17,500 (includes any required Bond Counsel opinion)

(e) Additional services requested by the Borrower not described above:

Firm will negotiate an hourly fee or fixed fee with Borrower prior to commencing work.

(4) Disclosure Counsel:

(a) For each bond issue, a flat fee for each separate offering document (except that a preliminary and final offering document for a series of bonds shall be treated as one offering document):

\$25,000 flat fee