

AGREEMENT FOR PROFESSIONAL FINANCIAL ADVISORY SERVICES (PD 17-18.060)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Suite 420, Pensacola, Florida 32502 and Public Resources Advisory Group, Inc., a foreign for-profit corporation (hereinafter referred to as "Consultant"), FEI/EIN 13-3266119, whose principal address is 150 Second Avenue, North, Suite 400, St. Petersburg, Florida 33701.

WITNESSETH:

WHEREAS, on April 17, 2018, the County issued a Request for Proposals (PD 17-18.060) seeking the services of a financial advisory firm to represent Escambia County; and

WHEREAS, the County determined that Consultant was the most responsive and responsible firm whose proposal met the requirements and criteria set forth in the solicitation; and

WHEREAS, the County desires to enter into an agreement with Consultant for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, Consultant and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement commences upon the date last executed and continues for a term of three (3) years. Upon mutual agreement of the parties, the term of this Agreement may be renewed for up to two (2) additional twelve month terms by providing written notice at least sixty (60) days prior to the expiration of the initial term. Prior to beginning the performance of services under this agreement, Consultant must first receive a written Notice to Proceed.
3. **Scope of Services.** Consultant agrees to provide professional financial advisory services, including, but not limited to, the scope of services outlined in Escambia County's *Request for Proposals for Financial Advisor, Specification No. P.D. 17-18.060*, as provided in **Exhibit A**, attached hereto and incorporated herein. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Compensation.** In exchange for Consultant's satisfactory performance of the services referenced above, the County agrees to pay Consultant in accordance with the Cost Proposal, attached hereto as **Exhibit B**.
5. **Method of Billing.** The Consultant shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for fees with appropriate supporting documentation. Payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.
6. **Termination.** Either party may terminate this Agreement with or without cause upon providing thirty (30) days prior written notice to the other party.

7. **Conflict of Interest.** Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

8. **Indemnification.** Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing its duties hereunder. The parties understand and agree that such indemnification by the Consultant relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Consultant agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to Escambia County's indemnification right under this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. **Insurance.** Consultant shall procure and maintain, at its sole expense during the term of this Agreement the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
- (b) Professional Liability with \$1,000,000 per occurrence minimum limits; and
- (c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Consultant agrees all liability coverage shall be through carriers admitted or authorized to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on the policy of commercial general liability. Certificates of insurance shall be provided to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County described in this section. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. **Notice.** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Public Resources Advisory Group, Inc.
Attention: Marianne Edmonds
150 Second Avenue North, Suite 400
St. Petersburg, Florida 33701

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

With copy to:
Public Resources Advisory Group, Inc.
Attention: President
39 Broadway, Suite 1210
New York, NY 10006

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. **Public Records.** The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Consultant seven days written notice, during which period the Consultant still fails to allow access to such documents, terminate the contract.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420**

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.


14. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

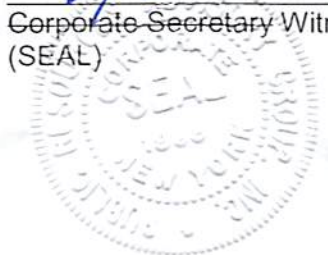
16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

17. Authority. Any individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:


BOA OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
By: Jack R. Brown for JB
Jack R. Brown, County Administrator
Date: 9/27/18
BCC Approved: _____
CONSULTANT:
PUBLIC RESOURCES ADVISORY GROUP, INC.
By: Steven Peyser
President, Steven Peyser
Date: September 26, 2018

Angela Conway
Witness
Aurey M. Wainwright
Witness
Mouline Couley
Witness
[Signature]
Corporate Secretary Witness
(SEAL)



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EXHIBIT A
SCOPE OF SERVICES

Consultant will provide the services of a qualified advisory financial firm to assist the County with professional advice on matters involving the issuance of debt instruments by the County or its dependent authorities and review conduit debt issued through the County by third parties. Such services shall include, but not be limited to, the following:

When coordinating any proposed financing, Consultant will prepare the necessary financial studies designed to demonstrate the many varying aspects of a particular type of financing and recommend for the County's approval a plan of financing to cover any proposed bond or debt instrument. Such plan will include, but not be limited to, a maturity schedule and other terms and conditions that will, in the opinion of the Consultant, result in the issuance of bonds under terms consistent with obtaining the minimum of net interest cost. Such studies will include the compilation and analysis of all necessary statistical data.

Consultant will review and make recommendations on reports of accountants, engineers, and other consultants to ensure such reports properly address the technical, economic, and financial risk factors affecting the marketability of any proposed financing.

Consultant will assist the County with necessary steps for the legal issuance of bonds and the final delivery of the bonds under the direction and legal advice of bond counsel retained by the County. Consultant will work with the County Attorney, County staff, and County bond counsel to identify key bond covenant features.

Consultant will advise the County on current market conditions, forthcoming bond issues, potential tax considerations, and other general information and economic data that would be anticipated to influence interest rate conditions to ensure that, in the Consultant's opinion, the date of the sale of the bonds will occur under optimal conditions.

Consultant will assist County staff with gathering and analyzing necessary data relating to a proposed bond issue for a rating agency presentation and credit enhancement from an insurance carrier or a letter of credit from a banking institution.

Consultant will review and advise as to the County's efforts to obtain federal and state financial assistance and make such recommendations as may be necessary.

During the course of a negotiated sale, Consultant will work with County staff, the County's bond counsel, and the underwriter to prepare all necessary financial statements, legal documents, and certifications that would fully describe the security, the project to be financed, and the County's ability to pay debt service on the bonds.

Consultant will assist with and advise the County when negotiating fees, pricing and terms of the bond issue.

Consultant will arrange for the printing of the bonds and official statements and arrange all other necessary certifications.

Consultant will not participate as an underwriter in any financings issued by the County unless expressly authorized by the Board of County Commissioners in accordance with the Municipal Securities Rulemaking Board (MSRB) rules.



150 SECOND AVENUE NORTH, SUITE 400
 ST. PETERSBURG, FLORIDA 33701
 TEL: (727) 822-3339 | FAX: (727) 822-3502

PUBLIC RESOURCES ADVISORY GROUP

TO: Paul Nobles
FROM: Marianne Edmonds, Public Resources Advisory Group
RE: Cost Proposal for Solicitation Number PD 17-18.060
DATE: August 15, 2018

The cost proposal below incorporates our discussion at the Negotiation Meeting on August 14, 2018 about Solicitation Number PD 17-18.060 for Financial Advisor. Please contact me if you have any comments or questions. We look forward to working with the County.

1. Basic Fees for Bond-Issuance Related Services

Minimum fee - bond issue	\$17,500
Minimum fee - bank loan	\$15,000
	<u>Fee per bond (\$1,000)</u>
First \$20 million	\$0.90
Next \$20 million - \$40 million	\$0.80
Amount Over \$40 million	\$0.75

2. Special Services for non-Bond Issuance Related Services as directed

<u>Title</u>	<u>Hourly Rate</u>
Senior Managing Director	\$225
Managing Director	\$200
Vice President	\$180
Assistant Vice President/ Associate	\$150

3. Out of Pocket Expenses

PRAG would expect to bill for out-of-pocket expenses for both debt issuance and non-debt issuance engagements at the following rates:

Thomson Municipal Wire	at cost
Copying and Printing (outside service)	at cost
Conference Calls	at cost
Other Expenses	at cost

Expenses, including overnight mail, parking, printing, and out-of-County travel shall be reimbursed at cost, consistent with Florida Statutes 112.061.

Cc: Pam Childers
 Amy Lovoy
 Sharon Harrell
 Stephan Hall

INDEPENDENT FINANCIAL ADVISORS

