

January 23, 2019

Edward Rojas, City Manager
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

**Re: City of Doral, Florida General Obligation Bonds
Agreement for Disclosure Counsel Services**

Dear Mr. Rojas:

The purpose of this letter is to advise you of our fee arrangement and to describe the services we would perform as Disclosure Counsel for debt to be issued by the City of Doral, Florida (the "Issuer"). We understand that the Bonds are being issued for the purpose of financing parks projects approved by the bond referendum, and to pay certain costs of issuance with respect to the Bonds.

SCOPE OF ENGAGEMENT

In this transaction, we expect to perform the following duties:

1. Prepare all disclosure documents at the request of the Issuer, but only insofar as such documents describe the Bonds and summarize the underlying documents. Assist the Issuer and the financial advisor in the preparation of the remaining portions of the disclosure documents. However, we assume no responsibility for the portions of the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistics, projections or data.
2. Perform due diligence with regard to the Bonds to assist the Issuer in providing adequate disclosure with respect to the Bonds.
3. Assist the Issuer and the Underwriters in the compliance with federal and state securities laws.
4. Render appropriate opinions to the Issuer pertaining to disclosure.

5. Prepare the Continuing Disclosure Certificate in order to assist the Underwriters in complying with the continuing disclosure requirements of Rule 15c2-12.

Our Disclosure Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are issued (the "Closing").

The Disclosure Opinion will be based on facts and law existing as of its date. In rendering our Disclosure Opinion, we will rely on the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we rely on Issuer's staff, and other officials to provide us with complete and timely information on all developments pertaining to any aspect of the project, the Bonds and the security for the Bonds.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- (a) Preparation of blue sky or investment surveys with respect to the Bonds.
- (b) Investigation or expression of any view as to the creditworthiness of the Issuer, the Bonds, any credit enhancement provider, or the debt instrument; or, providing services related to hedging or derivative financial products (e.g. "swaps" and related documents or opinions).
- (c) Representation of the Issuer in post-closing regulatory investigation or matters.
- (d) Representing the Issuer in Securities and Exchange Commission investigations.
- (e) Addressing any other matter not specifically set forth above that is not required to render our Disclosure Opinion.

CONFLICTS

The rules regulating The Florida Bar provide that a conflict of interest exists whenever a lawyer represents one client in a matter adverse to another client. The lawyer may proceed with the representation of one client if, after disclosure of the conflict, both clients consent to the representation. We have disclosed to the Issuer that we have, currently do and may in the future, serve as bond, disclosure or other counsel to other local governments or otherwise act as counsel to underwriters, investment banks and commercial banks on public finance matters.

From time to time, we may represent the firms which may underwrite the Issuer's bonds, notes or other obligations (and other financial institutions hired by the Issuer) in connection with financings for other governmental entities on unrelated matters. In either case, such representations are standard and customary within the municipal bond industry. In our opinion, we can effectively represent the Issuer and the discharge of Bryant Miller Olive's (the "Firm") professional responsibilities notwithstanding our representation of other parties in other matters, either because such representations will be sufficiently different or because the potential for such conflict is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter, and the Issuer expressly consents to such other representations consistent with the circumstances herein described. The Issuer consents to such representation of the other client in unrelated matters consistent with the circumstances described herein. However, the Issuer reserves the right to identify a representation that it finds objectionable in the future, in which case the Firm agrees to take appropriate steps to resolve the issue.

ATTORNEY-CLIENT RELATIONSHIP

The Issuer is our client and an attorney-client relationship exists between the Issuer and the Firm. In performing disclosure counsel services, we will represent the interests of the Issuer exclusively. We assume that the Underwriters and other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent the respective interests of such parties in this transaction. Our representation of the Issuer will not affect, however, our responsibility to render an objective legal opinion.

Upon the Closing of each bond issuance, without notice, it will be presumed that our services on that transaction shall be complete, and the Firm will not be actively providing any services under this Agreement, until requested again by the Issuer or its counsel; provided however, the Firm will provide periodic continuing disclosure advice as issues arise.

FEE

Our proposed fee for disclosure counsel services to the Issuer is based on the Miami Dade County Bond Counsel fee scale. The disclosure counsel fee shall be equal to 70% of Bond Counsel fees per transaction with a minimum fee of \$20,000. Each fee is based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this Agreement; (iii) the time we anticipate devoting to the financing in connection therewith; and (iv) the responsibilities we will assume. We reserve the right to revisit our proposed fee with the Issuer in terms of a proposed increase if (a) material changes in the structure or schedule of the financing occur; or (b) unusual or unforeseen circumstances arise which require a significant increase in our time or

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responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee proposed, we will advise the Issuer.

In addition, we will be reimbursed for all client charges made or incurred in connection with each bond issue. Such costs generally include travel costs, photocopying, document printing, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses. Our fee is usually paid at the Closing, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing. Detailed supporting documentation is available upon request for statement billings.

If the financing is not consummated, we understand and agree that we will not be paid the stated fee; however, we will be paid all out-of-pocket expenses incurred.

CONTACTS

During the term of this Agreement, the contact persons and information for this engagement is as follows:

Issuer: City of Doral, Florida
8401NW 53rd Terrace
Doral, Florida 33166

City Manager, Edward Rojas
Telephone: (305) 593-6725 ext. 1000
E-mail: Edward.rojas@cityofdoral.com

City Attorney, Luis Figueredo
Telephone: (305) 593-6725 ext. 1125
E-mail: Luis.figueredo@cityofdoral.com

Finance Director, Matilde Menendez
Telephone: (305) 593-6725 ext. 4000
E-mail: Matilde.menendez@cityofdoral.com

Firm: Bryant Miller Olive P.A.
1 SE 3rd Avenue, Suite 2200
Miami, Florida 33131
Attention: JoLinda Herring, Shareholder
Telephone: (305) 374-7349
E-mail: jherring@bmlaw.com

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If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this Agreement dated and signed, retaining the original letter for your files.

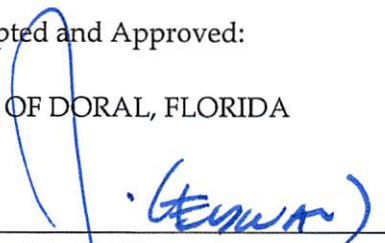
To the extent that you do not agree with the disclosures being made in this letter, please advise us as soon as possible. We look forward to working with you on a very successful financing transaction.

BRYANT MILLER OLIVE P.A.


JoLinda L. Herring, Esq.

Accepted and Approved:

CITY OF DORAL, FLORIDA

By: 
Name: Edward Rojas
Title: City Manager
Date: January 23, 2019

RESOLUTION No. 19-02

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR QUALIFICATIONS #2018-32, "DISCLOSURE COUNSEL SERVICES," TO THE SECOND RANKED FIRM; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BRYANT MILLER OLIVE, P.A.; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on November 14, 2018, Request for Qualifications #2018-32, "Bond and Disclosure Counsel Services" (the "RFQ"), was advertised for the provision of Bond and Disclosure Counsel Services; and

WHEREAS, six (6) proposal submittals were received on or before November 30, 2018; and

WHEREAS, evaluation meetings were held on December 13, 2018 where all submitted proposals were scored and ranked; and

WHEREAS, on December 21, 2018 presentations were held for the top three ranked firms; and

WHEREAS, the evaluation committee determined that based on a five hundred (500) Point System; the firms ranked as follows:

- | | |
|------------------------------|------------|
| 1. Greenberg Traurig, P.A. | 493 points |
| 2. Bryant Miller Olive, P.A. | 453 points |
| 3. Akerman LLP | 431 points |

WHEREAS, staff respectfully recommends the approval to award Request for Qualifications#2018-32 for Disclosure Counsel to the second ranked firm and authorize the City Manager to negotiate and enter into an agreement with Bryant Miller Olive, P.A.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Award. Request for Qualifications #2018-32 for Disclosure Counsel services is hereby awarded to Bryant Miller Olive, P.A. This award, in and of itself, does not vest Bryant Miller Olive, P.A. with any rights, absent entering into an agreement with the City in furtherance hereof.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and enter into an agreement with Bryant Miller Olive, P.A. for Disclosure Counsel services. The agreement is subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interests of the City.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Mariaca who moved its adoption.

The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 9 day of January 2019.




JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY