

April 26, 2021

Ms. Claudene L. Anthony, CMC  
Office of the City Clerk  
City of Riviera Beach  
600 West Blue Heron Blvd., Ste. 140  
Riviera Beach, FL 33404

Re: Proposal for Legal Services for Implementation of Public Private Partnerships  
Project and Development/Construction Projects; RFP 1024-21-2

Dear Ms. Anthony and Evaluation Committee Members:

Bryant Miller Olive P.A. ("BMO") would be pleased to assist the City of Riviera Beach, the Riviera Beach Community Redevelopment Agency ("CRA"), and the Riviera Beach Utility Special District (collectively, the "City") with public-private partnership ("P3") projects and other non-P3 development/construction projects (collectively, the "Projects"). BMO currently represents the CRA on public finance matters, and it would be our privilege to broaden the scope of our representation.

For more than two generations, BMO has been at the forefront of advising Florida governments on complex projects that depend on effective interaction between the public and private sectors. From the redevelopment of South Beach in the 1980's to advising the Partnership for Public Facilities and Infrastructure Act Guidelines Task Force concerning the current statewide P3 statute, § 255.065, Florida Statutes, BMO has repeatedly demonstrated leadership in developing and applying new project delivery methods to meet government clients' most pressing needs.

As directed by RFP section 4.4, this proposal concisely addresses the requirements specified in sections 4.1, 4.2, and 4.3. For the reader's convenience, each requirement is reproduced below *in italics*, followed by our response.

4.1 *The following information must be included in the proposal:*

A. *The prospective service provider's name(s), address(es), telephone and fax numbers, and email addresses.*

Bryant Miller Olive, P.A.  
SunTrust International Center  
One Southeast 3rd Avenue, Suite 2200  
Miami FL 33131  
(305) 374-7349 (ph), (305) 374-0895 (fax)  
jherring@bmolaw.com

- B. The proposal must be signed by an authorized representative of the prospective service provider, including name, title, address, email address, and telephon/fax numbers of the one individual who is the service provider's designated representative.*

Please see signature page (RFP page 16 of 25) included behind Tab 1, along with the completed five standard forms identified there and included as RFP Attachment A.

- C. Resumes describing the background and experience (including representative transactions) of the primary persons who will provide the legal services.*

Please see resumes included behind Tab 2. Representative transactions are described in greater detail in responses to D. and E. below.

A key advantage to working with BMO is our comprehensive, client-focused approach to every project. Too often, many attorneys or their clients minimize resources on a project, out of concern for cost. By contrast, BMO's philosophy, codified in our core values, is to assign a team of lawyers with complementary skills, expertise, and experience to a client in order to provide the highest quality and most responsive service. Unlike many of our competitors, BMO attorneys are not compensated based upon an "eat what you kill" approach, and it is not our custom to increase our transaction fees based upon the number of attorneys participating in a transaction. This approach ensures that an attorney familiar with the transaction or issue is always available to respond to the client's needs. Furthermore, this encourages our attorneys to continuously collaborate with the client and with each other throughout the representation. We take the same team approach when working with other outside advisers that a client often engages on a complex project (e.g., financial adviser, real estate consultants, design professionals, etc.).

The City can rely on every BMO lawyer to help protect its interests and to help the Projects succeed. We invite you to review firm details and complete attorney biographies on our website ([www.bmolaw.com](http://www.bmolaw.com)). To lead the engagement, BMO will designate the undersigned, who is based in Miami and who will actively manage and participate in the Projects. She will be assisted primarily by Ken Artin, Chris Roe, David Rothman, Fred Springer, and Nailah Tatum. Brief biographical sketches of the lawyers follow:

**JoLinda Herring.** Ms. Herring is BMO's managing shareholder and also actively practices law. Her practice is dedicated to municipal law, governmental tax-exempt financings and blue sky securities law, with an expertise in commercial paper programs. Ms. Herring has served as bond counsel, disclosure counsel and underwriter's counsel to various governmental entities including Riviera Beach CRA, Palm Beach County, Broward County, Miami-Dade County, Leon County, Jackson County, Escambia County, Brevard County, the City of Tallahassee, the City of Miami, the City of Ocala, the City of Panama City Beach, and numerous other governmental entities across the State of Florida (including the Sunshine State Governmental Financing Commission and the Florida Municipal Loan Council) and the Florida Rural Utility Financing Commission) and in other states, including Connecticut and Louisiana. Ms. Herring has worked on many P3 infrastructure projects, including in Broward County and in Jacksonville. She currently serves as a member of the Board of Directors of the National Association of Bond Lawyers.

**Ken Artin.** Mr. Artin has led BMO teams on some of the most complex P3 infrastructure projects in the United States. His skill and experience is highly valued by federal agencies, other state governments, universities, and local governments. Recognizing his ability, his peers around the country elected him to serve as president of the National Association of Bond Lawyers (his successful tenure ended in 2016). He has represented federal and local government agencies, municipalities, counties, public and not-for-profit colleges and universities, and special taxing districts as transaction counsel, special counsel, bond counsel, and disclosure counsel. Mr. Artin has extensive experience with infrastructure development projects, and is well-regarded by sponsors and lenders participating in public private partnerships, including lease-purchase financings.

**Chris Roe.** Mr. Roe successfully represented the City of Cape Coral at trial and in its Supreme Court appeal regarding the validity of citywide special assessments imposed to fund fire protection services and facilities and the new apportionment methodology based on availability of service. *Morris v. City of Cape Coral*, 163 So. 3d 1174 (Fla. 2015). He played a significant role in several other cases decided and reported by the Florida Supreme Court in favor of local governments, including *Citizens Advocating Responsible Environmental Solutions, Inc. v. City of Marco Island*, 959 So. 2d 203 (Fla. 2007) and *City of Parker v. State*, 992 So. 2d 171 (Fla. 2008), and has conducted more than fifty bond validation proceedings pursuant to Chapter 75, Florida Statutes, on behalf of local government clients and the funding of capital projects. The projects include the City of Marco Island's wastewater expansion program, Hillsborough County's improvement and modernization of U.S. highway 301, the City of Panama City Beach's Front Beach Road community redevelopment initiative, and St. Lucie County's PACE financing program pursuant to which the county is providing low-interest financing for renewable energy, energy efficiency and conservation and solar energy improvements for residential and commercial properties.

**David Rothman.** Mr. Rothman has served as general counsel and transaction counsel in a wide variety of real estate transactions, bond financings, and general economic development projects. He has handled complex labor issues, compliance with state regulations, and zoning and planning board matters. His projects have included acquisition and development of properties as tourist destinations and the development of multi-family residential housing, commercial and retail developments. Mr. Rothman has provided counsel to lenders, municipalities, agencies and related entities in the development and revitalization of properties including transit oriented developments, inter-municipal agreements, regionally significant projects, conveyance of municipal properties and acquisition of easements.

**Fred Springer.** Mr. Springer created BMO's P3 practice group after joining the firm in 2007 and led it until 2011. His entire professional career since coming to Florida in 1993 has been dedicated to some form of public project delivery. For more than a decade, he has promoted and applied P3 models throughout the state and country. In 2004, as a member of the Board of Directors of the National Association of State Procurement Officials (NASPO), Mr. Springer met with staff of Virginia Governor Mark Warner, who were promoting the recently enacted Public-Private Educational Facilities and Infrastructure Act of 2002. With this legislation, Virginia was the first state to go beyond what others, including Florida, had done in the 1990's: authorize P3's for delivery of transportation projects. Virginia's innovation was to authorize the P3 method for a wide variety of public projects – an idea Florida finally adopted in 2013. That 2013 legislation created the Partnership for Public Facilities and Infrastructure Act Guidelines Task Force, which Mr. Springer and other BMO attorneys advised. After supporting the task force process, Mr. Springer drafted model P3 local legislation for use by members of the Florida Association of Counties. Mr. Springer regularly teaches continuing education classes on public procurement sponsored by the Florida Bar and the American Bar Association. He also teaches public employee ethics classes sponsored by the Florida League of Cities. As an adjunct professor at FSU law school, Mr. Springer co-taught a course in Construction Law along with another BMO attorney.

**Nailah Tatum.** Ms. Tatum focuses on real estate and business law and understands the complex connectivity among clients' business and legal needs. She has more than a decade of experience handling complex commercial real estate transactions, including assisting clients in the development, purchase and sale and leasing of significant commercial and industrial properties, assisting with land use and zoning issues, representing local governments in contracting and construction matters, and advising clients on policy and regulatory compliance. Ms. Tatum represented a national commercial real estate development company on a lease amendment between the City of Philadelphia and Comcast Spectacor for the development of Xfinity Live!, the dining and entertainment component of the South Philadelphia Sports Complex.

- D. The proposal must specify which legal services the prospective service provider will perform. If the prospective service provider's proposal has geographic or other limitations on some or all of the services offered, these limitations must be specified and described. For example, the*

*prospective service provider's proposal must describe any potential, actual, or apparent conflicts of interest with respect to the potential service provider's representation of the City, the CRA, or the USD.*

BMO proposes to provide legal services regarding both P3 and non-P3 Projects. There are no geographic or other limitations on BMO's ability to provide these services. In particular, BMO regularly performs -- and offers to the City -- legal services in the following practice areas:

- Public Finance, with specialized knowledge of P3 formation and governance
- Real Estate Finance
- Tax
- Public Procurement and Contracting
- Real Estate Transactions and Land Use Issues (including purchases, sales, and leasing; public improvements, easements, dedications, development and construction, etc.)
- Other Project-related practice areas as identified by the City, CRA or USD
- Public Works (land use, development and construction)
- Environmental

BMO possesses extensive knowledge of all applicable laws and regulations, including in particular section 255.065, Florida Statutes. BMO was intimately and actively involved with initial enactment of that legislation in 2013 and with its subsequent amendment in 2016. BMO advised a local government member of the statewide task force created by the initial legislation, and has regularly advised local government clients on its application. More broadly, serving multiple jurisdictions as city attorney, BMO deals regularly with issues concerning public records and public meetings exemptions and local procurement policies and procedures. BMO's expertise is recognized by the fact that multiple BMO attorneys are Florida Bar certified in City, County, and Local Government Law (including proposed team member Chris Roe).

Within the identified practice areas, BMO attorneys perform the following activities on a regular basis:

- Researching, drafting legal opinions, and otherwise providing legal advice and counsel
- Assisting with the review of competitive solicitations, clarifications or addenda
- Performing legal due diligence
- Advising on potential consequences of transactions and dealings, including, real estate transactions, and financing
- Drafting of comprehensive agreements, and interim agreements, terms and conditions
- Participating in meetings, telephone conferences, discussions and other proceedings

- Performing other project-related activities as identified by our many local government clients

On many projects, development activities require effective coordination and communication between legal counsel and other professionals, including engineers, financial advisors, and land use planners. These professionals may be supporting the local government, or they may be regulating it (e.g., the Florida Department of Environmental Protection). BMO attorneys have a successful track record of preparing and responding to environmental and planning reports and permits. For example, BMO worked closely with its public utility client, outside supporting engineering firm, and regulating engineers to achieve success on the ~\$200 million series of projects to modernize wastewater treatment in the Cudjoe Regional Wastewater System in Monroe County, as required by section 403.086(10), Fla. Stat. (2010). *See Dump the Pumps, Inc. v. Florida Keys Aqueduct Auth.*, Final Order, OGC Case Nos. 14-0228 *et seq.* (DEP Mar. 16, 2015) (DOAH Case Nos. 14-2415 *et seq.*) (2015 WL 1505598) (rejecting extensive challenges and approving issuance of four permits critical to project success).

In addition to extensive work for the Florida Keys Aqueduct Authority in Monroe County, another example of our utility expertise is illustrated by service provided to the City of North Miami Beach. In 2016, the city adopted a strategic plan which articulated the city's mission: "Provide excellent municipal services in a financially responsible and environmentally conscious manner, while engaging our residents." Toward this end, the city identified undertaking a review of its water capital improvement plans as a "top priority" management initiative. The plan also identified as a "high priority" the need to review its water operations. The city's water utilities, branded as "NMB Water," are important not only to city residents, but also to residents of surrounding communities serviced by NMB Water (making it second in size only to Miami-Dade County).

The city contracted with a national water utility consultant, which in April 2016 presented the city with a dire report about the condition of NMB Water facilities and two options for improving them: (1) self-performance through managed contracted engineering services or (2) a P3 model with more extensive involvement of private industry. The city council authorized the second approach, and also authorized a contract with the advising consultant to assist the city in implementing the solution. Unfortunately, after approximately six months of effort it became apparent that the national consultant did not understand Florida public procurement processes or how to effectively implement a P3 project in Florida. At that point, the city turned to BMO for help.

BMO assumed full responsibility for getting the process back on track and implementing the city council's directive. Working closely with the city attorney's office, the city procurement staff, and the NMB Water director, BMO identified gaps in the existing project team and subcontracted with necessary programmatic resources (an engineering firm) that BMO

anticipated would be necessary to complete the procurement process successfully. Rather than follow the P3 Statute approach, the city opted to conduct the procurement under the CCNA, Section 287.055, Florida Statutes. BMO supported the city's development of an RFQ for NMB Water Operation, Maintenance, and Program Management Services. BMO assisted with developing the response evaluation and scoring tools, and prepared training for the evaluation team. With the city's high priority on transparency, BMO conducted multiple public meetings with the evaluation team, which ultimately short-listed three of the four proposers and identified a top-ranked offer.

BMO addressed the city council, which approved the ranking and authorized negotiations with the top-ranked firm. Given the current political climate and the sensitivities about water utility transactions stirred up by recent media reports about events in Flint, Michigan, the process was very emotional and contentious. BMO helped the city prepare negotiation strategies and negotiate with the private firm. Key features of the transaction include the commitment by the contractor to hire non-management utility employees of the city, implement training programs for staff, develop and implement policies, practices, programs and systems to more efficiently assess, manage and maintain utility assets, enhance the quality and reliability of service to the city's utility customers and assist the city in achievement of its objective to attain best in class utility services.

BMO provided procurement advice throughout the selection of a contractor and negotiation of an agreement that provides for basic O&M services as well as comprehensive program management services. The parties also developed five initial work orders, to quickly establish the program and to authorize design-build services to achieve the highest-priority improvements identified by the initial consultant.

As further examples of P3 expertise, BMO discusses non-utility related projects in E. below.

- E. *When describing the proposed legal service, the proposal must separately address P3 project(s) related legal services, and legal services related to a non-P3 funded development and construction project(s). In addition, the proposal must specify whether such services are limited to the initial P3 project, or also proposed for future projects.*

Curiously, Florida's P3 statute does not define the terms "P3" or "public private partnership." In practice, it is most helpful to view P3 as a means of project delivery, and to contrast it to the traditional means of design-bid-build. In a home-rule jurisdiction like Florida, local governments were successful with innovative public projects long before the P3 statute was enacted in 2013. BMO has advised government clients on such projects for more than 50 years, including these recently:

- Alachua County
- Bay County
- Brevard County
- City of Cape Coral
- City of Dunedin
- City of Fort Myers
- City of Melbourne
- City of North Miami Beach
- City of Pensacola
- City of Safety Harbor
- District of Columbia
- Florida A&M University
- Florida Polytechnic University
- Florida State University
- Hillsborough County
- Monroe County
- North Carolina Central University
- Pinellas Suncoast Transit Authority
- Space Coast Infrastructure Agency
- State of Colorado
- State of North Carolina
- Village of Palmetto Bay
- United States Department of Transportation

BMO has extensive experience supporting clients in their planning, financing, procuring, operating and managing of complex projects. BMO understands the City's plans for Projects in the near future (next three years), including two fire stations, a water treatment plant, marina development, and a municipal complex. Federal law developments may make the next few years a prime time to undertake such development. The market will determine whether these are best delivered as P3 or non-P3 Projects. Either way, BMO is willing and able to provide the legal services identified in response to D. above for any or all of the Projects.

One of the key factors to attracting private sector interest in pursuing any Project, but particularly a P3 Project, is assurance of the legality of the transactions. Legal advisers must be adequately sophisticated to understand, analyze and document the transaction. Most of the legal issues involved in the City's pursuit of a Project will be matters of Florida law. Accordingly, it is imperative that the City establish a list of one or more nationally recognized, experienced and qualified Florida lawyers eligible to support the City on future Projects as they arise.

BMO's expertise is reflected in a recent example. A local government client negotiated a transaction with a private developer to provide affordable housing to city residents, in exchange



for which the city agreed to issue tax-exempt “payment in lieu of taxes” (PILOT) financing. The developer transferred the property to another entity, which then refused to make the payments. BMO defended the city’s rights all the way to the Supreme Court of Florida, which issued a landmark decision recognizing the validity of PILOT agreements in Florida. *See City of Largo v. AHF-Bay Fund, LLC*, 215 So. 3d 10 (Fla. 2017).

BMO’s most recent success on a P3 project for a higher education client was for Florida A&M University’s (FAMU) development of a 720-bed residence hall on the Tallahassee campus. FAMU overcame tremendous challenges posed by the Covid-19 pandemic and held a ribbon-cutting ceremony in September 2020. The project is viewed as Phase I of a larger development project called Main Street Corridor, which will include a mixed-use building with multifamily units and retail, a new stadium and a field house upon completion.

BMO’s experience with complex infrastructure projects also is illustrated by the “One Daytona” project undertaken by both Volusia County and the City of Daytona Beach. Each governmental unit was negotiating economic incentive agreements with a community development district established by the International Speedway Corporation (ISC). Undertaking a major commercial redevelopment project on land adjacent to the speedway, ISC sought economic incentives from both the city and county. The negotiations were uniquely challenging because each governmental entity took different approaches to its respective contribution to the project’s success. BMO found a way to accommodate both approaches, despite their substantially different obligations and remedies. It was essential to accommodate both, because each contribution was funding the cost of certain public infrastructure being constructed within the district, including roads, water and wastewater improvements, and parking improvements. The project could not succeed if either the city or the county was dissatisfied. By satisfying each governmental unit, BMO helped facilitate the ISC project, the success of which will benefit both the city and the county.

BMO’s current work for Florida government clients on complex P3 projects under section 255.065, Fla. Stat., includes development of (i) workforce housing available for public safety employees and (ii) a multi-use sports center. On each project, BMO represents a Florida county, and a private partner will design, develop, construct, equip, manage and maintain facilities on public property.

BMO’s experience includes many successful projects for higher education clients. For example, BMO represented Broward State College on its Southwest Broward Campus project, undertaken jointly with FIU. The college owned nine acres of undeveloped land on the southwest side of the county. The college planned to construct an 80,000 square foot building on the property, and to share its use with FIU. The college wanted a hedge against the possibility that in the future it may not need a campus in that location, and it did not want to tie up its limited capital improvement fee in the project. The college ground leased the site to a private developer

for a period of 45 years. The college and FIU subleased space in the completed building for only 20 years. BMO negotiated all necessary project documents, including the ground lease and the subleases, which were not only accepted by the developer but also approved by the Chancellor's office of the State College System and the Florida Division of Bond Finance. While we are not accountants, we are familiar with the applicable accounting rules and often work with client's in-house counsel, accountants, and auditors to confirm the treatment of project relationships.

BMO also represented Broward State College in redeveloping college-owned property in downtown Fort Lauderdale. Working with the college's infrastructure advisory group, BMO negotiated and documented agreements, including leases, pursuant to which the developer will develop, finance, construct, operate and maintain an office building on the property, with approximately 375,000 square feet and approximately 10,000 and 17,000 square feet for retail space, a parking garage, and covered outdoor plaza space having an area of approximately 5,400 square feet, together with other site improvements. The revenues generated from the ground rent will provide the college with operating capital for the 99 years of the ground lease.

Another major campus redevelopment project was for the University of South Florida (USF). The project goal was a complete design, build, finance, operate, maintain, and manage structure. USF sought to shift to the developer the construction risk of five student housing buildings, a wellness center and a dining facility. In addition, a key element of the project was also to shift to the developer the life cycle risk of each of the buildings. BMO represented USF in negotiating and documenting multiple agreements, including leases, with particular effort spent on shifting everything other than daily maintenance responsibilities to the private developer. This all private equity funded P3 project recently won the 2018 Best Education Project by P3 Bulletin Magazine.

One of BMO's more complex engagements was on behalf of the South Florida Water Management District (SFWMD). Along with the State of Florida, Department of Environmental Protection (DEP), SFWMD approved a plan to acquire from U.S. Sugar 73,000 acres of property within the Everglades ecosystem. SFWMD planned to lease property back to U.S. Sugar, which would manage it under heightened environmental standards and gradually take acres out of production over time. Working closely with SFWMD and DEP attorneys, BMO completed all of the necessary due diligence and negotiated all project leases and other documents. Over intense opposition from competitors of U.S. Sugar, the Supreme Court of Florida ultimately validated all material terms of this \$650 million project. *See Miccosukee Tribe v. S. Fla. Water Mgt. Dist.*, 48 So. 3d 811 (Fla. 2010).

As Florida's preeminent public finance firm, BMO naturally has extensive experience and credentials with regard to the tax and finance aspects of public infrastructure projects. Over our 50-year history, however, BMO has grown to meet clients' demands for other specialized project-related legal resources, including real estate services. Typically, our public clients are obtaining

financing for a particular project. In addition to responsibility for bond documents, BMO often assists clients with other project documentation, which must be structured in a manner that preserves the tax-exempt treatment of the financing. For example, when Indian River County originally developed “Dodger Town,” BMO acted as special County Attorney and handled all project-related transactions, including leasing. This expertise was of great value in the more recent representation of the City of Dunedin during its negotiations with the Toronto Blue Jays for major renovations of its spring training facilities.

BMO’s real estate expertise is not limited to preserving tax-exempt status of project financing. Many projects involve taxable financing, and it is equally important to protect clients’ interests in all related transactions. For example, on the Broward College Southwest Broward Campus project, BMO negotiated all documents, which included the ground lease agreement with the developer, the master operating lease with the developer, and a sublease with the developer. Because the developer financed the project with proceeds of a loan with an insurance company, BMO negotiated the terms of a leasehold mortgage and the required subordination agreements, standstill agreements, and other collateral and security agreements required by the lender.

While primarily serving government clients, BMO understands the private perspective. For example, BMO represented a private developer selected for a project to remediate “brown field” waterfront property in Escambia County. The project involved \$56 million of capital investment, including \$26 million attracted from out of state. The project was the first to use Florida’s New Markets Development Program. The city partnered with a CRA and a project-specific non-profit entity, which issued RFQs for design criteria and a master developer. The project included development of a minor league baseball stadium, a community park, other public features, and private buildings. When the master developer was selected, BMO represented it in negotiating four distinct project roles: project coordinator; design-build contractor; management agent (for public improvements); and developer (for private improvements). Today, the completed project is viewed as a highly valued community asset.

- F. The proposal must include a separate fee proposal for P3 project(s) legal services, and the legal services related to a non-P3 development and construction project(s). For the City, CRA or USD projects, prospective service providers must set forth their best estimate of the total amount the City, CRA or USD should expect to encumber for their services and, as applicable, apportion it between (a) for P3 project(s) related legal services, and (b) for non-P3 development and construction project(s) related legal services. It is expected that all service providers responding to this RFP will offer the service provider’s government or comparable favourable rates. The fee proposal must specify the service provider’s standard rates (and, if different, government rates) for the services in question, and what discount, if any, will be made available to the City, CRA or USD. The City, CRA or USD will also consider alternative*

*billing arrangements, and the proposal should also describe in detail all alternatives acceptable to the service provider, for example:*

- Volume discounts,*
- Combined hourly rates,*
- Flat fees (lump sum or percentage),*
- Not-to-exceed amounts, and*
- Contingent fee proposals.*

*With respect to each proposed billing arrangement, the service provider must state whether it provides the same or similar services to other clients on more favourable terms.*

*Proposers shall state the names and positions of any individuals that will be involved in advising the City, CRA or USD and the rate at which their time will be billed to the City, CRA or USD. Please indicate the discount, if any, the City, CRA or USD will receive from each individual's usual rate. Hourly rate shall be inclusive of all fees and costs of operations to provide the contract services, including but not limited to photocopying, support services, travel, lodging, and any other expenses incurred in the course of representing the City, CRA or USD.*

As a government-focused law firm working closely with clients' top finance officers and elected officials, BMO is fully cognizant of the need to deliver service cost-effectively. We often perform transactional work on a fixed fee basis, which is most appropriate where the scope of work is highly predictable and stable. For P3 work, which often is new to the many of the stakeholders, and which may draw on many different sources of legal expertise, we have found that local government entities typically prefer to pay hourly rates. This approach provides clients with the ability to control the level of legal services received, particularly when we are working as special counsel for clients with in-house counsel.

As described in the response to C. above, a key advantage of working with BMO is that the City will have every firm resource at its disposal. BMO proposes to serve the City at a blended hourly rate of \$425 for attorneys. Law clerks and paralegals will be billed at \$125 per hour. BMO's rates are significantly less than that charged by others firms with comparable levels of expertise, i.e., decades of success on highly complex projects. BMO does not believe it serves clients' interests to "discount" rates; experience teaches that such an approach often creates economic disincentives that lead to undesirable results.

- G. *The proposal must state the maximum term for which the fee proposal is guaranteed, the ceiling, if any, on rate increases, and the terms of any option that the service provider agrees to extend to the City, CRA or USD if the City, CRA and/or USD selects the service provider to perform P3 project related legal services, or legal services related to non-P3 development and construction related projects.*

BMO's fee proposal is valid for 90 days, but may be extended in writing at the City's request. If the proposal leads to a binding engagement, BMO proposes to charge these rates on any Projects begun during the first year of the engagement. To keep pace with inevitably increasing costs of doing business, each year thereafter the rates will escalate at the rate of 5% per year.

*H. Names of clients, preferably public entity clients, for which the firm/attorney currently or previously served as similar counsel. Please include the contact person, address, email address, and telephone number. The City, CRA or USD may check references submitted by the service provider.*

BMO's current Florida public sector P3 clients include:

Alachua County, Florida  
Sylvia E. Torres, County Attorney  
(352) 374-5218  
storres@alachuacounty.us  
12 S.E. First Street  
Gainesville, FL 32601

Broward College  
Lacey Hofmeyer, General Counsel  
(954) 201-7410  
lhofmeyer@broward.edu  
111 East Las Olas Blvd., #522  
Fort Lauderdale, FL 33301

Florida Polytechnic University  
Gina Delulio, VP and General Counsel  
(863) 874-8412  
rdeivlio@flpoly.org  
4700 Research Way  
Lakeland, FL 33805

Florida State University  
Kyle Clark, VP  
(850) 644-4444  
kclark@fsu.edu  
Finance & Administration  
Tallahassee, FL 32306

City of Hialeah, Florida  
Lorena Bravo, City Attorney  
(305) 883-5926  
lbravo@hialeahfl.gov  
501 Palm Avenue, Ste. 400  
Hialeah, FL 33010

Monroe County, Florida  
Bob Shillinger, County Attorney  
(305) 292-3470  
Shillinger-Bob@monroecounty-fl.gov  
1111 12th Street, Suite 408  
Key West, FL 33040

City of Pensacola, Florida  
Susan Wolf, City Attorney  
(850) 435-1617  
swolf@cityofpensacola.com  
222 W Main St.  
Pensacola, FL 32502

- I. *For P3 legal services, names of up to 10 financial and consulting (non-legal) firms with which it has collaborated in advising a common P3 client. Include for each firm the contact person, address, email address, and telephone number. The City, CRA or USD may contact the firms submitted by the service provider.*

Brad Noyes  
(202) 256-3769  
bnoyes@bdconnect.com  
**Brailsford & Dunlavey Inc.**  
1140 Connecticut Ave NW #400  
Washington, DC 20036

Lee Ann Korst  
(850) 251 9319  
leeann.korst@cbre.com  
**CBRE, Inc.**  
400 S. Hope St., Ste. 2500  
Los Angeles, CA 90071

Lowell Clary  
(850) 212-7772  
Lowell.clary@claryconsulting.com  
**Clary Consulting Co.**  
2106 Olivia Dr.  
Tallahassee, FL 32308-6131

Leisha Pica, P.E.  
(561) 512-3533  
leisha.pica@jacobs.com  
**Jacobs Engineering Group Inc.**  
201 N. Franklin St., Ste. 1400  
Tampa, FL 33602

Eric Liff  
(305) 503-4096  
eliff@lambertadvisory.com  
**Lambert Advisory**  
100 Biscayne Blvd., Ste. 2510  
Miami, FL 33132

Henry Reyes  
(407) 808-9990  
henry.reyes@moffitt.org  
**Moffit Cancer Center**  
12902 Magnolia Dr.  
MBC-STRAT ALLIAN  
Tampa, FL 33612-9416

Wilson Jones  
(336) 407-1570  
wilson@riethjones.com  
**Rieth Jones Advisors**  
20 S. 3rd St., Ste. 210  
Columbus, OH 43215

Richard (Toby) Wagner  
(321) 277-7247  
rtwagner@myflfa.net  
**Southeastern Investment Securities, LLC**

300 North New York Ave., #250  
Winter Park, FL 32790

Thomas G. Walker, P.E.  
(941) 724-9853  
tom@tgw1.com  
**TGW Engineering, Inc.**  
8437 Tuttle Ave., Ste. 421  
Sarasota, FL 34243

- J. *The City, CRA and USD seek to enhance diversity in its contracts. A description of your firm's commitment to diversity, referencing policies and practices; initiatives to recruit diverse employees; awards; in-house diversity programs; training; evidence of outreach; membership in diverse organizations.*

A difficult reality in the United States today is that, while many talk about diversity in the professional world, few find a way to achieve it. See T. Agovino, *Companies Try a New Approach to Diversity, Equity and Inclusion: Honest Conversations* (SHRM Aug. 4, 2020) (“Companies spend \$8 billion a year on diversity training, according to consulting company McKinsey & Co. But experts say these organizations have little to show for it.”); see also, e.g., J. Maloney, *Coke's Elusive Goal: Boosting Its Black Employees*, Wall St. J. Dec. 17, 2020 (“Among U.S. companies, Black employees in 2018 held 3.3% of executive and senior manager roles, according to data from the [EEOC].”). Good intentions are nice, but not all lead to results.

BMO is proud to be an exception. We subscribe to Vernā Myers's observation: “Diversity is being invited to the party. Inclusion is being asked to dance.” Of the firm's senior management, 40% is female, while 16% of the equity shareholders are Black, including the undersigned managing shareholder. Actions speak louder than words.

These statistics demonstrate that BMO proactively provides opportunities well beyond the minimal requirements set by applicable federal, state, and local laws, including Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992. If selected, BMO will continue to comply with Title VI of the Civil Rights Act of 1964 when Federal grant funds are involved, as well as any other applicable law. Furthermore, BMO proactively ensures that employees are treated without regard to their actual or perceived race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression.

BMO's commitment is reflected in the activities of individual lawyers, many of whom are members of minority bar associations and other diverse organizations. For example, the undersigned served for many years on the Board of Directors of Florida Memorial University, south Florida's only Historically Black College and University, eventually rising to the position



of Chairperson. As another example, BMO attorney Kareem Spratling is an active member in the George Edgecomb Bar Association (GEBA), which has been Tampa’s largest predominately African-American Bar Association since 1982. BMO has supported GEBA’s annual scholarship banquet for nearly two decades. Mr. Spratling also served two terms as the Chair of the National Association of Bond Lawyer’s (NABL) Diversity Committee. In his role as Chair, Mr. Spratling, along with his wife, Tammy Briant Spratling, Esq., created a diversity and implicit bias seminar, a first for NABL, which continues to be presented. BMO has presented such training to all of its attorneys at firm-wide meetings.

BMO also remains very open and attentive to opportunities to promote diversity and inclusion in the broader community. For example:

- BMO co-sponsored a film festival premier of the feature film, *Before the Law Was Equal: The Desegregation of the Hillsborough County Legal Community*.
- Mrs. Spratling is the CEO of a Tampa Bay based non-profit called Community Tampa Bay, whose core mission is to “end discrimination in all of its forms.”
- BMO sponsored a November 2020 CLE program by The Florida Bar (course 4293) featuring Gilbert King, author of *Devil in the Grove: Thurgood Marshall, the Groveland Boys, and the Dawn of a New America* (2012).
- BMO, along with a number of its individual attorneys, have very recently sponsored the Florida State University College of Law’s Racial Justice Advocacy Fund.

#### 4.2 REQUIRED DISCLOSURES

A. *Do you have any potential conflicts of interest or any relationships, formal or informal, which may interfere with your ability or members of your firm’s team abilities to provide independent, unbiased advice to the City, CRA or USD?*

BMO has performed a conflict check, which has disclosed no existing conflicts applicable to representation of the City (in fact, the CRA is a current client). All new matters are subjected to a conflicts check. Should a proposed matter have the potential to create a conflict, BMO would resolve the conflict appropriately and with due consultation with the affected clients, including the City, as applicable. A very large percentage of BMO’s client base is composed of public entities, which reduces the likelihood of conflicts of interest with the City, the CRA, or the USD.

B. *Are there any lawsuits, investigations or administrative proceedings involving your firm or the lead attorney(s) that the City, CRA or USD should be aware of in considering your capacity to represent the City, CRA or USD? Please include any actions, past or current, concerning claims against you relating to your representation of government agencies.*

No, there are no such matters involving BMO that would diminish or otherwise affect BMO's capacity to represent the City.

4.3 *Proof of insurance and coverage amounts for professional liability policies the firm carries.*

BMO has the required levels of insurance coverage (section 10.10 on RFP page 15 of 25) through the Attorneys' Liability Assurance Society (ALAS) and would be happy to provide documentation thereof when entering into a contract resulting from the RFP.

We appreciate the City's consideration of this proposal and would be honored to be deemed eligible to provide services on future Projects.

Sincerely,

BRYANT MILLER OLIVE P.A.



JoLinda Herring  
Shareholder

cc: Claudene L. Anthony (crobinson@rivierabeach.org)  
Althea Pemsel (apemsel@rivierabeach.org, purchasing@rivierabeach.org )

**TAB 1 – FORMS**

Misrepresentation of any material fact, whether intentional or not, regarding the Proposers insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any resulting proposed award. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each proposal. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:**

**City of Riviera Beach  
Attn: Risk Manager  
1481 West 15<sup>th</sup> Street  
Riviera Beach, FL 33404  
Email: [risk@rivierabch.com](mailto:risk@rivierabch.com)**

**STANDARD FORMS ATTACHMENT A**

In addition to the proposal, the forms listed below and attached are to be completed and submitted with your proposal.

- 1) Addendum Page
- 2) Proposer's Certification
- 3) Conflict of Interest Disclosure Form
- 4) Drug Free Workplace
- 5) Public Entity Crimes Statement

**NOTE:** Please ensure that all of these documents are completed and submitted with your proposal in accordance. Failure to do so may result in your proposal not being considered for award.

**SIGNATURE of AUTHORIZED REPRESENTATIVE**

This signature page must be completed and included with the submittal.

By signing below, the undersigned acknowledges they are an expressly authorized agent of the Company/firm listed below.

Date: April 26, 2021

Full Legal Name of Company: Bryant Miller Olive P.A.

Signature: 

Printed Name: JoLinda Herring

Title: Managing Shareholder

## ADDENDUM ACKNOWLEDGEMENT

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

---

### PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated April 14, 2021

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

---

### PART II:

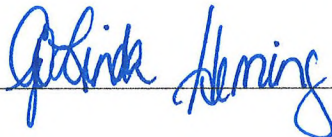
NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS QUALIFICATION

---

Bryant Miller Olive, P.A.

Firm Name

Signature



JoLinda Herring  
Name and Title (Print or Type)

April 26, 2021  
Date

Addendum No. 1 must be signed as acknowledgment of receipt, and attached to the proposal when submitted at **3:00 p.m., Tuesday, April 27, 2021** at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida, 33404. For information on this solicitation, please contact:

Althea Pemsel, Director of Procurement  
1481 West 15<sup>th</sup> Street  
Riviera Beach, FL 33404  
[purchasing@rivierabeach.org](mailto:purchasing@rivierabeach.org)

Bryant Miller Olive, P.A.  
NAME OF COMPANY

  
PROPOSER'S SIGNATURE

DATE: April 26, 2021

JoLinda Herring  
PROPOSER'S PRINTED NAME



## PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Specifications, Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposals. Furthermore, I agree to abide by all conditions of the proposal.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor /contractor as its act and deed and that the vendor /contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the CITY OF RIVIERA BEACH or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Bryant Miller Olive, P.A.  
NAME OF BUSINESS

jherring@bmolaw.com  
E-MAIL ADDRESS

BY:   
SIGNATURE OF AUTHORIZED OFFICER

Sworn to and subscribed before me this  
16th day of April, 2021

Melissa Tripodi, Notary Public  
PRINTED NAME AND TITLE

1 SE 3rd Ave, ste 2200  
MAILING ADDRESS

  
SIGNATURE OF NOTARY



MY COMMISSION EXPIRES: 05/13/2024

Miami, FL 33131  
CITY, STATE, ZIP CODE

PERSONALLY KNOWN XX

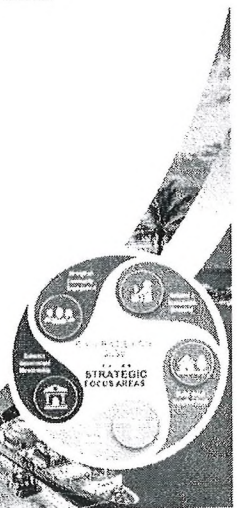
(305) 374-7349  
TELEPHONE NUMBER

OR PRODUCED

IDENTIFICATION \_\_\_\_\_

(305) 374-0895  
FAX NUMBER

TYPE: \_\_\_\_\_



## CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposer's must disclose within their proposals: the name of any officer, director, or agent who is also an employee of the City of Riviera Beach.

Furthermore, all Proposer's must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

XX

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

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

### Acknowledged by:

Bryant Miller Olive P.A.

Firm Name

JoLinda Herring  
Signature

JoLinda Herring, Managing Shareholder

Name and Title (Print or Type)

April 26, 2021

Date





## DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

THIS CERTIFICATION is submitted by JoLinda Herring the  
(INDIVIDUAL'S NAME)

Managing Shareholder Of Bryant Miller Olive P.A.  
(TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

JoLinda Herring  
SIGNATURE

April 26, 2021  
DATE



**CITY OF RIVIERA BEACH  
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 [F.S.] for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

**Acknowledged by:**

Bryant Miller Olive P.A.

Firm Name

JoLinda Herring

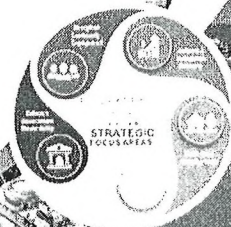
Signature

JoLinda Herring, Managing Shareholder

Name & Title (Print or Type)

April 26, 2021

Date



**TAB 2 – RESUMES**



## JOLINDA L. HERRING

### ATTORNEY

Office phone: 305-374-7349

[jherring@bmlaw.com](mailto:jherring@bmlaw.com)

Office Locations: Miami, Tallahassee

### PRACTICE AREAS

Public Finance  
Affordable Housing  
Corporate Trust & Default  
Public Private Partnerships

### EDUCATION

**College:**Fisk University,  
Nashville, Tennessee- B.S. in  
Chemistry, May 1985, Honors

**Law School:**Florida State  
University College of Law -  
J.D., May 1996

**Other school or degree:**  
Vanderbilt University,  
Nashville, Tennessee- MBA in  
Finance, May 1987 Owen  
Merit Scholar

### BAR ADMISSIONS

The Florida Bar, 1996

### COURT ADMISSIONS

All Florida Courts

### PROFESSIONAL SUMMARY

JoLinda Herring serves as the firm's Managing Shareholder and is a member of Bryant Miller Olive's Public Finance practice group.

JoLinda Herring joined Bryant Miller Olive as a law clerk in 1994. Upon admission to The Florida Bar in 1996, she began as a practicing attorney with the firm and today she is the Co-Chair of the firm's Public Finance Group. Ms. Herring's practice is dedicated to municipal law, governmental tax-exempt financings and blue sky securities law, with an expertise in commercial paper programs. Ms. Herring has a specialty in representing pooled programs. She currently serves as Bond Counsel to the Sunshine State Governmental Financing Commission and was also instrumental in creating the Florida Municipal Loan Council and the Florida Rural Utility Financing Commission and currently serves as bond counsel to both entities. She has served as bond counsel, disclosure counsel and underwriter's counsel to various governmental entities including Palm Beach County, Broward County, Miami-Dade County, Leon County, Jackson County, Escambia County, Brevard County, the City of Tallahassee, the City of Miami, the City of Ocala, the City of Panama City Beach, and numerous other governmental entities across the State of Florida, State of Connecticut and State of Louisiana. She is a member of NABL and currently serves as Chair of the NABL Bond Attorney's Workshop Steering Committee. She is listed in the Municipal Bond Attorneys' section of The Bond Buyer's Municipal Marketplace. She graduated from Florida State University College of Law in 1996. Ms. Herring also received an M.B.A. in Finance with honors from Vanderbilt University in 1987.

### PROFESSIONAL ACTIVITIES



Florida Bar Association, Member

National Association of Bond Lawyers, Member

Gwen Cherry Black Women's Lawyers Association, Member

Leadership Tallahassee, Class XVIII, Graduate

## **CIVIC ACTIVITIES**

Florida Memorial University, Trustee

Fisk University Alumni Association, Member

Vanderbilt University Alumni Association, Member

Delta Sigma Theta Sorority, Member

Hamptons West Condominium Association, Member, Board of Director

## **HONORS & AWARDS**

South Florida's 25 Most Influential & Prominent Black Women in Business and Leadership (2013)

ICABA 100 Most Accomplished Blacks in Healthcare & Law (2009)

Best Lawyers in America 2019 and 2020

## **PRESENTATIONS**

Speaker, NABL Fundamentals Workshop (2010-2012)

Speaker, Marcum Governmental Symposium (2012)





## KENNETH R. ARTIN

### ATTORNEY

Office phone: 407-426-7001

[kartin@bmolaw.com](mailto:kartin@bmolaw.com)

Office Locations: Orlando, Washington, D.C.

### PRACTICE AREAS

Public Finance  
Corporate Trust & Default  
Public Private Partnerships

### EDUCATION

**College:** State University of  
New York at Buffalo- B.S.  
School of Management, *Cum  
Laude*, 1979

**Law School:** State University  
of New York at Buffalo- Juris  
Doctor, 1982

**Other school or degree:**  
Southern Methodist  
University- Master of Laws in  
Taxation (LL.M.), 1983

### BAR ADMISSIONS

The Florida Bar, 1989  
New York Bar, 1984  
Texas Bar, 1985

### COURT ADMISSIONS

All Florida Courts

### PROFESSIONAL SUMMARY

Ken Artin has been actively practicing public finance law beginning in 1986. He has represented municipalities, counties, public and not-for-profit colleges and universities and special taxing districts as disclosure counsel, bond counsel and special development counsel. He has experience with both general obligation and with revenue obligations including lease-purchase financings.

Mr. Artin also has experience representing sponsors and lenders participating in public private partnerships. He was one of the team of lawyers representing the TIFIA Joint Program Office under the TIFIA credit assistance program from 2009 through 2018. He also led the team of lawyers representing sponsors including state colleges and universities in projects for classroom facilities, student housing facilities and other social infrastructure using a P3 development plan.

Mr. Artin has been an active member of the National Association of Bond Lawyers regularly serving as faculty on its annual Bond Attorneys Workshop and the Fundamentals of Municipal Bond Law on topics involving disclosure and federal securities law. He served as president of the Association 2015-2016. He co-chaired the NABL task force in 2012 that developed the Considerations in Preparing Disclosure for Public Pensions and the follow-up NABL teleconference on the topic in 2015. Mr. Artin also participated in the drafting of NABL's Municipal Continuing Disclosure Cooperation ("MCDC") Initiative- Considerations of Analysis by Issuer's of Materiality and Self-Reporting and participated in the first of three NABL teleconferences on the MCDC Initiative. He also served on the NABL task force that drafted a publication on drafting disclosure policies and procedures. He graduated from the State University of New York at Buffalo's Law School in 1982 and from Southern Methodist University with an LL.M. in taxation in 1983.



## PROFESSIONAL ACTIVITIES

The Florida Bar, Member  
National Association of Bond Lawyers, Member  
Securities Law Committee, former Chairman

### NABL Activities

â€¢ President (2015-2016)  
â€¢ Executive Committee (2011-2016)  
â€¢ Board Member 2009

### NABL Program Participation

â€¢ Tax and Securities Law Institute  
â€¢ Vice Chair - 2006  
â€¢ Chair - 2007  
â€¢ Faculty - 2009 and 2013  
â€¢ Bond Attorney's Workshops  
â€¢ Steering Committee - 2008-2010  
â€¢ Fundamentals of Municipal Bond Law  
â€¢ Faculty - 2015, 2018 and 2019

### NABL Project Participation

â€¢ Consideration in Preparing Disclosure - Public Pensions - 2012  
â€¢ General Obligations Bonds State Law, Bankruptcy and Disclosure Considerations - 2014  
â€¢ Pension Disclosure Teleconference - 2015  
â€¢ MCDC Initiative - Considerations for Analysis by Issues of Materiality and Self-Reporting -2014  
â€¢ MCDC - Issues Participate Teleconference - 2014  
â€¢ Drafting Disclosure Policies and Procedures - 2015

## HONORS & AWARDS

Florida Super Lawyers listing for 2016, 2017, 2018  
Best Lawyers in America 2018, 2019 and 2020



## PRESENTATIONS

- Ethical Considerations in CDD Transactions,  
- The Florida Bar, 2013
- Public Private Partnerships under New Legislation,  
- The Florida Bar, 2015
- Borrowing in a Bad Economy - Legal Issues in College and University Borrowing,  
- National Association of Colleges and Universities Attorneys, 2009
- Financing Capital Projects: P3s and Other Financing Options,  
- National Association of College and Universities Attorneys, 2015
- Disclosure Practices and New Amendments to SEC Rule 15c2-12  
Florida Government Finance Officers Association, 2019
- Amended Rule 15c2-12 Dig 2018ital Assurance Certification  
Continuing Education Webinar, 2018





## CHRISTOPHER B. ROE

### ATTORNEY

Office phone: 850-222-8611

[croe@bmolaw.com](mailto:croe@bmolaw.com)

Office Location: Tallahassee

## PRACTICE AREAS

State & Local Government  
Public Finance  
Real Property & Commercial  
Transactions  
Litigation

## EDUCATION

**College:** University of Central  
Florida - B.A., 1998

**Law School:** Florida State  
University, Law School -  
J.D., 2001

## BAR ADMISSIONS

The Florida Bar, 2001

## COURT ADMISSIONS

All Florida Courts

## PROFESSIONAL SUMMARY

Chris Roe is a shareholder in Bryant Miller Olive's Tallahassee office. He is Board Certified by The Florida Bar in City, County and Local Government Law. He devotes his practice exclusively to state and local government matters. His experience with Bryant Miller Olive includes a wide range of local government undertakings including development and maintenance of special assessment programs to fund the delivery of infrastructure and essential services including fire protection, solid waste disposal, roadway potable water and wastewater improvements, development, implementation and administration of community redevelopment projects, special district establishment and governance, public water and wastewater utility matters including rate setting and expansion of infrastructure, impact fees programs, tax increment and other revenue generating mechanisms, creation and implementation of stormwater utilities and related financing, municipal annexation, water purchase and wheeling agreements, charter review and revision, and sunshine laws and ethics laws applicable to local government officials.

Chris successfully represented the City of Cape Coral at trial and in its Supreme Court appeal regarding the validity of citywide special assessments imposed to fund fire protection services and facilities and the new apportionment methodology based on availability of service. *Morris v. City of Cape Coral*, 163 So. 3d 1174 (Fla. 2015). He played a significant role in several other cases decided and reported by the Florida Supreme Court in favor of local governments, including *Citizens Advocating Responsible Environmental Solutions, Inc. v. City of Marco Island*, 959 So. 2d 203 (Fla. 2007) and *City of Parker v. State*, 992 So. 2d 171 (Fla. 2008), and has conducted more than forty bond validation proceedings pursuant to Chapter 75, Florida Statutes, on behalf of local government clients and the funding of capital projects including the City

of Marco Island's wastewater expansion program, Hillsborough County's improvement and modernization of U.S. highway 301, the City of Panama City Beach's Front Beach Road community redevelopment initiative, and St. Lucie County's PACE financing program pursuant to which the county is providing low-interest financing for renewable energy, energy efficiency and conservation and solar energy improvements for residential and commercial properties.

Chris is the firm's lead attorney in its engagement as general counsel to the Bellalago and Flora Ridge Educational Facilities Benefit Districts and in that capacity attends regular and special meetings, facilitates the landowner election process and adoption of the annual operating and debt service budgets, and advises the respective boards and officials. He routinely drafts ordinances, resolutions, interlocal agreements, administrative rules and regulations, notices for mailing and publication, pleadings and closing documents for public finance transactions.

## PROFESSIONAL ACTIVITIES

Board Certified by The Florida Bar in City, County and Local Government Law

The Florida Bar, Member

Admitted to Practice, United States District Court for the Middle District of Florida

## PRESENTATIONS

"Introduction to Community Redevelopment Law", October 17, 2008, Florida Redevelopment Association, Blountstown, Florida

"City of Parker v. State: A Case Study in Community Redevelopment", January 13, 2009, Department of Community Affairs' Waterfronts Florida meeting, Milton, Florida, January 13 & 14, 2009.

"PACE Financing Options in Florida," 3rd Annual Energy Options Conference, October 5, 2011

"Synthetic/Home Rule Tax Increment," Florida League of Cities Revenue Summit, January 27, 2012, Springfield, Florida

"Introduction to Special Assessments," Florida League of Cities Revenue Summit, February 24, 2012, Altamonte Springs, Florida

"Special Assessments for Fire Protection Services," Florida League of Cities Revenue Summit, March 30, 30, 2012, Cape Coral

"Overview of Municipal Service Benefit Units," Palm Beach County League of Cities, July 21, 2014

"Recent Developments in Special Assessment Law," City, County and Local Government Section of The Florida Bar, Orlando, Florida, May 7, 2015

"Overview on Morris v. Cape Coral," Florida Municipal Attorneys Association annual conference, Palm Beach, Florida, July 11, 2015



## DAVID M. ROTHMAN

Office phone: 407-426-7001

[drothman@bmolaw.com](mailto:drothman@bmolaw.com)

Office Location: Orlando

### PRACTICE AREAS

Real Property & Commercial Transactions

State & Local Government

Labor & Employment

Public Private Partnerships

### EDUCATION

Albany Law School of Union University, Albany, New York, Juris Doctor 1999

Union College, Schenectady, New York, Bachelor of Arts Political Science 1995

### BAR ADMISSIONS

New York State, Third Department, 2000

\*NOT LICENSED IN FLORIDA

### COURT ADMISSIONS

United States District Court, Northern District of New York, 2000

### PROFESSIONAL SUMMARY

David Rothman has been actively practicing as general and transaction Counsel to not-for-profits and local development corporations in real estate transactions, bond financings, and general economic development projects, labor issues, compliance with State regulations, zoning and planning board matters.

Mr. Rothman has provided bond counsel to municipalities in general obligation bond financings, bond anticipation notes, tax anticipation notes, revenue anticipation notes and special district financings. Mr. Rothman has provided transaction counsel to industrial development agencies on straight-lease transactions, taxable and tax-exempt bond financings. Mr. Rothman has provided counsel to religious corporations in the purchasing and refinancing of real property including necessary petitions to the State Attorney General and also has counseled private developers in the acquisition and development of properties as tourist destinations as well as in the development of multi-family residential housing, commercial and retail developments.

Mr. Rothman has provided counsel to lenders, municipalities, agencies and related entities in the development and revitalization of properties including transit oriented developments, intermunicipal agreements, regionally significant projects, conveyance of municipal properties and acquisition of easements.



## PROFESSIONAL ACTIVITIES

- Member, National Association of Bond Lawyers 2008-present
- Member, Board of Assessment Review Town of Cortlandt Manor 2010-present
- Arbitrator, New York State Fee Dispute Resolution Program 2005-present
- Member, Board of Assessment Review Town of Ossining 2008-2009
- Frequent Contributor to Harris Beach MuniBlog 2014-2020
- Tax Exempt Financing of Sectarian Institutions Municipal Finance Journal Volume 38, Number 4, Contributor.
- Coach, Shrub Oak Athletic Club Boys Travel Soccer 2015-present
- Coach, Shrub Oak Athletic Club Girls Soccer 2015-2017
- Charter School Bond Financing, National Association of Bond Lawyers September 2020, Contributor



## FREDERICK J. SPRINGER

### ATTORNEY

Office phone: 850-222-8611

[fspringer@bmlaw.com](mailto:fspringer@bmlaw.com)

Office Location: Tallahassee

### PRACTICE AREAS

Public Private Partnerships  
State & Local Government  
Government Procurement  
Appellate Advocacy  
Litigation

### EDUCATION

**College:** University of Maryland, College Park - B.S., Business Management, B.A. Philosophy, 1987

**Law School:** Villanova University School of Law - J.D., *Magna Cum Laude*, *Order of the Coif*, 1991

### BAR ADMISSIONS

The Florida Bar, 1993

### COURT ADMISSIONS

Supreme Court of the United States  
United States Court of Appeals for the Federal Circuit  
United States District Court,

### PROFESSIONAL SUMMARY

Fred Springer possesses comprehensive, multi-disciplinary, public contracts experience. As a private attorney, he has a track record of success at the trial and appellate levels in cases involving contract award and performance issues. Through government service, he understands public sector needs and dynamics. Since joining the firm in 2007, Mr. Springer has represented state and local governments and select private sector clients in complex transactions at all stages (planning, financing, procuring, delivering, litigating). He focuses on all aspects of complex procurements, including administrative challenges, circuit court litigation, and appeals. Between 2001 and 2006, Mr. Springer served with the Florida Department of Management Services. In the general counsel's office, he exercised legal oversight of the agency's contracting divisions and created new methods of contract solicitation and management. He subsequently became Director of State Purchasing, which possesses ultimate authority and accountability for policies and procedures governing executive agency purchasing. During 2006, he served as interim Deputy Secretary of Operations Support and as interim Executive Director of the Office of Efficient Government, which functioned as a center of excellence for complex outsourcing initiatives. During his tenure with the Department, Mr. Springer worked with leadership across branches of government and across the various knowledge areas necessary to deliver government solutions - budget, legal, procurement, technology, project management, and substantive program areas. Between 1993 and 2001, Mr. Springer conducted a full range of legal tasks with a private law firm in Florida. His practice focused on public contracts and construction litigation, and included counseling clients, drafting documents and contracts, and prosecuting and defending cases in state and federal trial



Northern, Middle, and  
Southern Districts of Florida  
All Florida Courts

and appellate courts and specialized tribunals. Between 1991 and 1993, Mr. Springer served as a law clerk to United States District Court Judge Garrett E. Brown, Jr., in Trenton, New Jersey. He graduated magna cum laude in 1991 from the Villanova University School of Law, where he was elected to the Order of the Coif.

## PROFESSIONAL ACTIVITIES

The Florida Bar, Administrative Law and Government Lawyer Sections,  
Member

American Bar Association, Public Contract Law and Litigation Sections,  
Member

## CIVIC ACTIVITIES

Board of Directors, Emergency Care Help Organization, Inc.,  
Tallahassee, FL

Guest Lecturer, Government Contracts, Ave Maria School of Law,  
Naples, FL, Summer 2015, 2016

Adjunct Professor, Construction Law, Florida State University School of  
Law, Tallahassee, FL, Spring 2011

## HONORS & AWARDS

National Association of State Procurement Officials, President's Award  
for Outstanding Service, 2006

## PUBLICATIONS

*Mallard v. United States District Court*: Attorney May Refuse Federal  
Judge's Request to Represent Civil Plaintiff Proceeding *In Forma  
Pauperis*, 35 Vill. L. Rev. 1175 (1990).

## PRESENTATIONS

*Procurement and Bid Protests* (Florida Bar, Administrative Law Section,  
Advanced Topics Seminar, Tallahassee, FL, May 2019)

*Procurements* (Florida Bar, City, County and Local Government Law  
Certification Review Course, Orlando, FL, May 2019)

*Procurement and Bid Protests* (Florida Bar, Administrative Law Section,  
Webinar April 2019)



*Negotiated Procurements in the Public Sector* (ABA Section of Public Contract Law, National Webinar, April 2017)

*Florida Ethics Law* (Florida League of Cities, various locations, 2016)

*Florida's Consultants Competitive Negotiation Act* (Florida County and City Managers Association, Marianna, FL, January 2016)

*Big Data - Legal Issues* (FDOT Data Symposium, Orlando, FL, October 2014)

*P3 101- The Basics* (Florida Council for Public Private Partnerships, Orlando, FL, May 2014)

*Hot Topic - Public Private Partnerships* (ABA Section of Public Contract Law, State and Local Procurement Symposium, Asheville, NC, April 2014)

*Doing Business and Opportunities with the Government* (U.S. Rep. John Mica, Daytona Beach, FL, March 2010)

*Best Practices in Procurement Workshop* (Miami-Dade Expressway Authority Board of Directors, Miami, FL, February 2010)

## **SIGNIFICANT CASES**

*Miccosukee Tribe of Indians of Florida v. South Florida Water Management District*, 48 So. 3d 811 (Fla. 2010)

*City of Parker v. State*, 992 So. 2d 171 (Fla. 2008) and *Bay County v. Town of Cedar Grove*, 992 So. 2d 164 (Fla. 2008)

*Media General Convergence, Inc. v. Chief Judge of the Thirteenth Judicial Circuit*, 840 So. 2d 1008 (Fla. 2003)

*Engineering Contractors Ass'n of S. Fla., Inc. v. Broward County*, 789 So. 2d 445 (Fla. 4th DCA 2001)

*Gore v. Harris*, 773 So. 2d 524 (Fla. 2000)

*Triple R Paving, Inc. v. Broward County*, 774 So. 2d 50 (Fla. 4th DCA 2000)





## NAILAH I. TATUM

### ATTORNEY

Office phone: 850-222-8611

[ntatum@bmolaw.com](mailto:ntatum@bmolaw.com)

Office Location: Tallahassee

### PRACTICE AREAS

Real Property & Commercial Transactions  
Public Private Partnerships

### EDUCATION

College: Florida A&M University - B.S., Business Administration, 2002

Law School: Penn State University Dickinson School of Law - J.D., 2005

Other school or degree: Pennsylvania State University - M.B.A., 2005

### BAR ADMISSIONS

Florida  
New Jersey  
Pennsylvania

### COURT ADMISSIONS

Florida Supreme Court, 2013  
New Jersey Supreme Court, 2005  
Pennsylvania Supreme Court, 2005  
U.S. District Court for the

### PROFESSIONAL SUMMARY

Nailah Tatum is a member of the firm's transactional practice group with a focus in real estate and business law, areas in which she brings significant skills and experience to her work. Her dual J.D. and M.B.A. degrees give her a sophisticated understanding of the complex connectivity between the business and legal needs of her clients.

Ms. Tatum is based in BMO's Tallahassee office. She has more than a decade of experience handling complex commercial real estate transactions, including assisting clients in the purchase and sale of significant commercial and industrial properties, representing local governments in contracting and construction matters, and advising clients on policy and regulatory compliance and corporate and board governance.

Prior to joining BMO, Ms. Tatum practiced with the Philadelphia-based law firm Saul Ewing LLP, including a second assignment in-house for one year with FedEx Ground's Business Transactions Group. She earned her J.D. and M.B.A. degrees simultaneously from the Penn State University Dickinson School of Law and a B.S. degree from Florida A&M University.

### PUBLICATIONS

Pennsylvania Bar Institute Cooperative Purchasing Outline (July 2009)

### PRESENTATIONS

New Procurement and Contracting Practices and Realities.  
Pennsylvania Municipal League. February 2013.





District of New Jersey, 2005  
U.S. District Court for the  
Eastern District of  
Pennsylvania, 2005  
U.S. District Court for the  
Western District of  
Pennsylvania, 2005

Boilerplate Clauses in Contracts: Use at Your Own Risk, PBI Seminar,  
June 2012.

Financial Management and State Contracting, Presentation to the  
County Commissioners Association of Pennsylvania, April 2010.

General Overview of the Plat and Subdivision Process, Lorman  
Seminar, September 2008.