RESOLUTION 12-022

APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-021 AND PROVIDING AN EFFECTIVE DATE

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Sanibel, Florida:

SECTION 1. The revised Debt Service Fund for fiscal year 2011-2012, Budget Amendment/Transfer BA 2012-021 true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted.

SECTION 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida this 6th day of March 2012.

AUTHENTICATION:

_____
Kevin Ruane, Mayor

_____
Pamela Smith, City Clerk

APPROVED AS TO FORM: Kenneth B. Cuyler 2/27/12
Kenneth B. Cuyler, City Attorney Date

Vote of Councilmembers:

Ruane _____
Denham _____
Congress _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____

DOCUMENT NUMBER **BA 2012** - **021**

CITY OF SANIBEL
BUDGET AMENDMENT/TRANSFER

FUND: 2002 DEBT SERVICE FUND
DEPT: Debt Service

FUND	ORG	OBJECT	DESCRIPTION	Project Number	Amount Prior To Change	Incr/(Decr) REVENUE	Incr/(Decr) EXPENSE	Amount After Change
			2002 DEBT SERVICE FUND					-
204	2041700	431000	Professional services		-		50,000	50,000
204	2041700	771000	Principal payment		100,000		2,970,000	3,070,000
204	204	384000	Debt proceeds		-	2,970,000		2,970,000
204	204	389020	Ending fund balance		(286,385)	50,000		(236,385)
					TOTAL:	3,020,000	3,020,000	

PURPOSE: To budget and appropriate:1) $2,970,000 in debt proceeds and bond payment for the refunding and refinancing of the 2002 $3.825M general obligation bond and; 2) $50,000 for bond refunding issuance costs. This amendment increases the FY12 budget by $2,970,000.

Prepared by:	Date	Approved by:	Date	Input by:	GROUP #	Date
F. Slane	3/6/2012					

MEMORANDUM

TO: CITY COUNCIL

THROUGH: CITY MANAGER JUDIE ZIMOMRA

FROM: SYLVIA EDWARDS, FINANCE DIRECTOR

DATE: MARCH 6, 2012

RE: GENERAL OBLIGATION REFUNDING BONDS, SERIES 2002
REFUNDING OPPORTUNITY

BACKGROUND

In support of the City Council's FY2012 goal to early retire the City's long term debt, reduce the City's annual fixed debt costs and to produce substantial finance cost savings for the City of Sanibel's taxpayers, the City of Sanibel has evaluated the refunding opportunity for the General Obligation Refunding Bonds, Series 2002 (2002 GO Bonds). The bonds are eligible for refunding on May 1, 2012.

The options analyzed are based on today's market rates. The estimated issuance cost of the new debt is approximately $50,000. There are sufficient reserves in the 2002 GO Bonds debt service fund to cover the issuance costs. The current par value amount of the outstanding bonds is $3,070,000. The City has budgeted the $100,000 redemption payment for FY2012 leaving a balance of $2,970,000 to be refunded.

Three options were considered:

1) Keep same maturity date, 2031; lower interest rate
2) Shorten maturity to 2027; lower interest rate than option 1
3) Shorten maturity to 2022; lower interest rate than option 1 and 2

The analysis is based on current market rates and 2011 taxable property values. The results are presented in the following chart:

Current Bond	Final Maturity	Average Coupon Interest Rate	Interest Savings	Net PV Savings	Average Annual Debt Service	Required Millage Rate**	Millage Rate Percent Increase (Decrease)	Tax Increase (Decrease) per $100,000 Taxable Value	Taxpayer Savings per $100,000 Taxable Value
20 yrs	2031	4.69%	$ -	$ -	$ 239,390	0.0599			
Options		**Interest Rate***							
20 yrs	2031	3.00%	$ 508,927	$ 384,451	$ 212,971	0.0533	(11.02%)	$ (0.66)	$ 13.20
15 yrs	2027	2.65%	824,902	495,905	248,211	0.0621	3.67%	0.22	26.65
10 yrs	2022	2.15%	1,144,057	664,127	338,287	0.0847	41.40%	2.48	35.10

*Based on Current Market Rates

**Based on 2011 Taxable Property Value of $4,161,460,842

RECOMMENDATION

Staff recommends option 3 to optimize finance cost savings. The debt would be retired in ten years. The Sanibel taxpayer would see an increase on their tax bill of $2.48 per $100,000 of taxable property value for the ten years. With the shorten maturity and lower interest rate a taxpayer's savings per $100,000 of taxable value would be $35.10.

Option 2 would provide finance cost savings of approximately $824,902. The debt would be retired in fifteen years. The Sanibel taxpayer would see an increase on their tax bill of $0.22 per $100,000 of taxable property value for the fifteen years. With the shorten maturity and lower interest rate a taxpayer's savings per $100,000 of taxable value would be $26.65.

Option 1 provides a finance cost savings but does not shorten the debt's maturity. The Sanibel taxpayer would see a decrease on their tax bill of ($0.66) per $100,000 of taxable property value for the twenty years. With the lower interest rate a taxpayer's savings per $100,000 of taxable value would be $13.20.

ATTACHMENT

Draft of Timetable for Bank Loan Refunding, Series 2012

CITY OF SANIBEL, FLORIDA
Timetable - DRAFT
Bank Loan Refunding, Series 2012

Mar-12						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Apr-12						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May-12						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Date	Event	Responsibility
3/6/12	Approval of Financial Advisor	CITY
3/8/12	Draft RFP Distributed to Working Group	FA
3/12/12	Comments Due on RFP	ALL
3/13/12	Final RFP Distributed to Working Group (Ad Requirements?)	FA
3/15/12	RFP Distributed Distributed RFP for Escrow Agent and Verification Agent (If needed)	FA FA
4/3/12	RFP Responses Due	FA/CITY
4/5/12	Analysis for RFP Responses Due to	FA
4/9/12	Staff Review and Recommendation to Working Group	CITY
4/12/12	First Draft of Legal Documents Distributed	BC
4/16/12	Comments Due on First Draft of Legal Documents	ALL
4/19/12	Second Draft of Legal Documents Distributed	BC
4/23/12	Comments Due on Second Draft of Legal Documents	ALL
TBD	Agenda Package Due	ALL
5/1/12	Council Meeting	ALL
5/2/12	Pre-Closing	ALL
5/3/12	Closing	ALL

BC – BMO
CITY – Sanibel, Florida
FA - Dunlap & Associates, Inc. if approved

Dunlap & Associates

Financial Consultants

December 27, 2011

Ms. Sylvia Edwards
City of Sanibel
800 Dunlop Road
Sanibel, Florida 33957

Re: Contract and Refunding Opportunities

Dear Ms. Edwards:

On behalf of Dunlap & Associates, Inc., we would be honored to serve as financial advisor to the City of Sanibel, Florida (the "City"). I would like to take this opportunity to formally demonstrate that Dunlap & Associates, Inc. can offer the City the breadth of experience and the depth of financial planning expertise necessary to serve the City as financial advisor. Dunlap & Associates, Inc. is an independent financial advisory firm who works exclusively for and with Florida municipalities. Our knowledge and experience is "second to none".

Key Personnel and the Firm

Dunlap & Associates, Inc.'s professional staff assigned to the City is the most knowledgeable in the financial advisory business with over 130 years of combined experience in Florida. I, as **President** of the Company, will continue to have the **primary oversight responsibility** for providing services to the City. I will be assisted by Kelly Ryman, Vice President, who is located in Lee County, Florida and has 14 years of financial advisory experience in addition to a working knowledge of the City's debt. Ms. Ryman will lead the analytical support and will be the day-to-day contact for the City. Ms. Ryman will be assisted by Michael Levinson, Senior Vice President, a former **City Manager for the City of Coral Springs for 15 years** and while there assisted the City in receiving the **Malcolm Baldrige National Quality Award** (the only local or state government to receive this Presidential award) and Damon Adams, Senior Vice President, a **CPA** and a former **Director of Finance for the City of Fort Lauderdale for 25 years** Also, Susan Miner will be providing analytical and/or technical support on this account. **As owner of the Company, I ensure that I am available to my clients 24 hours per day, 365 days per year** and that our team of professionals which is comprised of CPA's, ex-investment bankers, ex-credit analysts, ex-finance director and ex-Division of Bond Finance professionals who will be there to assist you in all of your financing needs.

Philosophy and Services

Our philosophy can be summed up in the following quote: "Integrity comes when character is tested; keep true and never be ashamed of doing what is right." Dunlap & Associates, Inc., as you are aware, offers a full range of independent financial advisory services which makes our firm uniquely qualified. The

1146 Keyes Avenue Winter Park, Florida 32789
3790 Williamson Road, Fort Myers, FL 33905
Telephone: 407.678.0977 or 239-693-5201
Telecopy: 407.678.6240

services range from **strategic planning**, **project financial analysis**, **debt issuance, investment management**, **sensitivity analysis, rating agency presentations**, fuel hedging, structure **innovative financings**, identifying current or **advance refinancing opportunities**, escrow investment restructuring, revenue backed financings, taxable debt, sale-leaseback, other innovative funding mechanisms related to the issuance of debt and additional education/services not related to the issuance of debt.

Experience

We have provided financial advisory advice to numerous issuers throughout the State, including the Cities/Towns of **Atlantic Beach, Davie, Miami, Lauderhill, Daytona Beach, Jacksonville Beach, Ocala, Fort Lauderdale, Lauderhill, Oakland Park, Coral Springs, Vero Beach, Maitland, Plant City, Neptune Beach, North Miami Beach, Riviera Beach, Pompano Beach, Temple Terrace and Casselberry and** the Counties of **Pasco, Lee, Miami-Dade, Escambia, Citrus and Orange**. Additionally, we have a wealth of experience with other clients which include: Florida Intergovernmental Finance Commission, Reedy Creek Improvement District (**Disney**), the Florida Municipal Power Agency, Celebration Community Development District and Kissimmee Utility Authority.

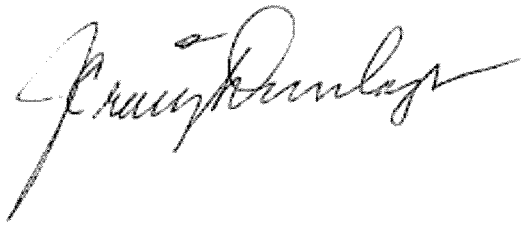
Dunlap & Associates, Inc. is the largest Florida based **independently** owned financial advisory firm with **over 130 years** of combined professional financial advisory experience in Florida. Our advice will be **independent, unbiased and not influenced by corporate pressures**. Dunlap & Associates, Inc.'s offices are **centralized in the City of Winter Park (Orlando), with additional offices in Fort Lauderdale, Vero Beach, Naples and Fort Myers,** to ensure our clients the highest degree of service.

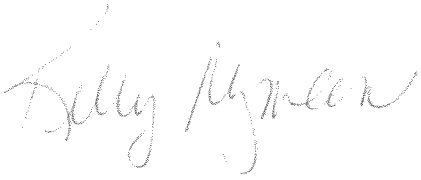
Client References

We proudly encourage you to randomly call any of our clients for references. We have had financial relationships with them for an average of **over 16 years and in some cases, for over 25 years**.

With our **unique qualifications, expertise, independence, and reputation**, we can provide the City the quality of service that the City needs to optimize its financial position and achieve the lowest possible interest rate. Dunlap & Associates, Inc. would be honored to serve the City of Sanibel as its Financial Advisor.

Sincerely,





J. Craig Dunlap
President
Dunlap & Associates, Inc.
Winter Park, Florida

Kelly Ryman
Vice President
Dunlap & Associates, Inc.
Fort Myers, Florida

1146 Keyes Avenue Winter Park, Florida 32789
3790 Williamson Road, Fort Myers, FL 33905
Telephone: 407.678.0977 or 239-693-5201
Telecopy: 407.678.6240

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this **6th day of March, 2012**, between the **CITY OF SANIBEL**, a municipal corporation of the STATE OF FLORIDA hereinafter referred to as the "CITY", and **DUNLAP & ASSOCIATES INC.**, hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the CITY desires to obtain the **FINANCIAL ADVISOR** services of said PROVIDER as further described herein; and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in the City of Sanibel, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated **March 6, 2012**, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

2.1 The CITY shall mean the City of Sanibel, a municipal corporation of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the CITY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the CITY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in the City of Sanibel, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

(2) City's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by CITY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the CITY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the CITY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD CITY HARMLESS.
The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the CITY for any portions of damages arising out of any error, omission, and/or negligence of the CITY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the CITY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the CITY any cost estimates, the PROVIDER, by exercise of its experience and judgment shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the CITY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the CITY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The CITY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated **March 6, 2012,** which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The CITY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the CITY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3 METHOD OF PAYMENT.
(1) MONTHLY STATEMENTS.
The PROVIDER shall be entitled to submit not more than one invoice statement to the CITY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

(2) PAYMENT SCHEDULE.
The CITY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the CITY object or take exception to the amount of any PROVIDER'S invoice statement, the CITY shall notify the PROVIDER of such objection or exception with the thirty (30)

calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the CITY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY. In the event of termination of this Agreement at the convenience of the CITY, the CITY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the CITY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the CITY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the CITY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the CITY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the CITY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt of the PROVIDER'S request for an extension of time, the CITY shall grant the extension if the CITY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the CITY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the CITY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the CITY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the CITY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

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

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER

subcontract any of its service obligations hereunder to third parties without prior written approval of the CITY. The PROVIDER shall have the right, subject to the CITY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated **March 6, 2012,** entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the CITY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the CITY'S prior written consent, to provide services to the CITY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

(1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect it from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverage's described herein and as are required by law to be provided on behalf of their employees and others.

(4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The PROVIDER, within fourteen (14) calendar days from receipt of the CITY'S written Notice of Award, shall submit to the CITY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the CITY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverage's of the types and to the limits specified hereinafter, and the PROVIDER shall file with the CITY certificates of all such insurance coverage's.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the CITY and licensed in the State of Florida.

(3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the CITY in triplicate.

(4) Each Certificate of Insurance shall include the following:

(A) The name and type of policy and coverage's provided;

(B) The amount or limit applicable to each coverage provided;

(C) The date of expiration of coverage.

(D) The designation of the City of Sanibel both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) Cancellation - Should any of the described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the PROVIDER shall furnish to the CITY renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the PROVIDER to provide the CITY with such renewal certificate(s) shall be justification for the CITY to terminate this Agreement.

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The PROVIDER shall obtain and maintain the following insurance coverage's:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. In addition, the policy shall include the following:

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of $100,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the CITY with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and shall include the following:

(A) Minimum limits of $100,000 per occurrence and $300,000 aggregate for Bodily Injury Liability and a minimum limit of $100,000 for Property Damage Liability, or a minimum combined single limit of $300,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of $100,000 per person and $300,000 per accident for Bodily Injury Liability and a minimum limit of $100,000 for Property Damage Liability, or a minimum combined single limit of $300,000.

(B) Coverage shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

(4) PROFESSIONAL LIABILITY

Coverage shall include the following:

(A) A minimum aggregate limit of **$1,000,000.00**

(B) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self- insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of (4) coverage to be provided within the minimum coverage limits set forth above, the CITY shall hold the PROVIDER responsible and liable for any such difference in the amount of coverage provided

by the insurance policy. In the event of any such deductible amount, exclusion or limitation, or amount of sovereign immunity, the PROVIDER shall be required to provide written documentation that is acceptable to the CITY establishing that the PROVIDER has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the CITY shall be delivered to the CITY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the CITY for reference and internal use.

ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The CITY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the CITY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the CITY.

ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO CITY

All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the CITY shall be in writing and shall be given by the United States Postal Service to the following CITY address of record:

Attention: Judith A. Zimomra, City Manager
Sylvia Edwards, Finance Director
800 Dunlop Road
Sanibel, FL 33957
Phone: 239.472.3700
Fax: 239.472.3065

17.2 NOTICES BY AUTHORITY TO PROVIDER

All notices required and/or made pursuant to this Agreement to be given by the CITY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

Dunlap & Associates, Inc.
Craig Dunlap
1146 Keyes Avenue
Winter Park, Fl. 32789
Phone : 407.678.0977
Fax : 407.678.6240
Email : jcdunlap@dunlapandassociates.com

17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the CITY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the CITY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the CITY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

CITY OF SANIBEL, FLORIDA

BY:_____
Pamela Smith, City Clerk

BY:_____
Kevin Ruane, Mayor

DATE:_____

APPROVED AS TO FORM: Kenneth B. Cuyler 2/28/12
Kenneth B. Cuyler, City Attorney Date

_____
(CONSULTANT)

_____
(Witness)

BY:_____
(Authorized Signature)

_____
(Witness)

_____
(Title)

DATE:_____

CORPORATE SEAL:

EXHIBIT A
Date: March 6, 2012

SCOPE OF PROFESSIONAL SERVICES

For FINANCIAL ADVISOR

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT (also referred to as "Provider" in the Agreement) shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

A. BASIC SERVICES FOR GENERAL CITY FINANCIAL ADVISOR

1. Advise the City on the most fiscally responsible process of conducting the sale of bonds by recommending competitive bidding, negotiation, or some other means. The Financial Advisors (also referred to as "Consultant" in the Scope of Services) will not participate either directly or indirectly as underwriters in the sale of the bonds, nor have any financial interest, directly or indirectly in such sale, except as to compensation paid hereunder by the City.

   a. For competitively bid bond issues:

      (1) Assist the City in preparing the bid documents, including but not limited to the notice of sale.

      (2) At the time of the sale, advise the City as to the best bid received, based upon the verification of bids, and recommend an award, which, in the Financial Advisor's judgment is in the best interest of the City.

      (3) Assist in bid protest procedures as needed.

   b. For negotiated bond issues:

      (1) Assist in determining the optimal timing of the issue.

      (2) Assist the City in preparing a Request for Proposal.

      (3) Assist the City in preparing presentations to the universe of underwriters in order to fully describe the bonds to be issued.

      (4) Participate in the evaluation of the proposals received with selected City personnel.

      (5) Participate in the "pricing call" and advise the City as to the reasonableness of the components of the underwriters' spread.

SCOPE OF PROFESSIONAL SERVICES (Continued)

c. For other means of bond procurement:

(1) As directed by the City.

2. Provide or evaluate specific recommendations on each bond issue regarding the following:

a. Aggregate principal amount of bonds to be issued;

b. The timing of the offering;

c. The definitive structure of the bond issue, including but not limited to maturity range, Serial and/or Term Bonds, CAB's, etc.; and

d. Optional Redemption and Call Provisions.

3. Prepare and present to the City Council an independent analysis for each bond issue. The analysis should address the interest rate, underwriter's fees and other factors and the analysis should indicate whether the transaction terms are the most beneficial to the City for the type and timing of each transaction.

4. Prepare a timetable for bond issues and assist the City in coordinating meetings and conference calls.

5. Assist the City with the preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding.

6. Provide advice and assistance as needed to the City and to bond counsel through the City Attorney's office as to preparation of the necessary bond authorizing ordinance(s) and other proceedings. Assist with validation of the bonds through preparation of financial tables and exhibits and the presentation of testimony when necessary.

7. Provide assistance to the City in the composition of the Preliminary and Final Official Statements which shall conform to current acceptable disclosure guideline standards so as to make the most favorable full and accurate disclosure to the rating agencies and underwriters, and provide for the printing of Preliminary and Final Official Statements.

8. Assist in the preparation and review of all necessary Closing Documents and coordinate printing, signing and delivery of bonds on an as-needed basis.

SCOPE OF PROFESSIONAL SERVICES (Continued)

9. Assist the City in selecting trustees, paying agents and other financial intermediaries as necessary and assist in arranging for appropriate bond insurance as required.

10. Provide, on request, reports of municipal market conditions both within the State of Florida and nationwide.

11. In the area of short-term financing, provide the City with advice, guidance and assistance in bond anticipation notes; bank loans, commercial paper and interest rate swap programs, upon request.

12. Review existing debt structure and financial resources to determine available borrowing capacity and the desirability of refinancing any or all of the existing debt.

13. Develop financial models as needed to help solve complex financial issues in such areas as transportation and solid waste.

14. The Financial Advisor shall be available to the City to discuss and make recommendations on such other financial matters as requested of the City, and shall be available for formal presentations to the City Council as necessary.

15. Provide other services including arbitrage rebate, investment of bond proceeds, swap services and any other requested investment services.

16. It is understood that the services shall be on a non-exclusive basis with the advisor(s) in its sole discretion and that nothing herein contained shall be construed to the contrary.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT

EXHIBIT B

Date: March 6, 2012

COMPENSATION AND METHOD OF PAYMENT

For FINANCIAL ADVISOR

Section 1. BASIC SERVICES/TASK(S)

The CITY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	Advisory Services – Basic Svcs-Debt Transactions: Basic Services PER SERIES for General City Finance Advisor Associates with **Bonds** As Described in Exhibit A – Items 1 - 15 Minimum Fee of $15,000 Maximum Fee of $80,000	For the first $20 million $0.80 per bond Over $20 million $0.60 per bond		
	Basic Services for General Financial Advisor Related to Debt Transactions **Other Than Bonds**			
	For services related to debt transactions including bank loans, lines of credit, pooled issuances of bonds and services needed for establishing participation in a commercial paper program other than the Florida Association of Counties and Florida League of Cities.	$15,000.00		
	For services related to special assessment financing under the Term Loan Assessment Program and review of documents associated with the Florida Association of Counties Commercial Paper Program or similar program of the Florida League of Cities.	Hourly Rate		
	Investment Services			
	Structuring Escrow Deposits for Refunding Bond Issues	$3,000.00 per issue		
	For refunding bond issues requiring an escrow deposit, Provider will structure, monitor and secure escrows at the following rates: State & Local Government Securities (SLUGS) Open Market Securities	$10,000.00 per issue		

EXHIBIT B (Continued)

Section 2. ADDITIONAL SERVICES

The CITY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the CITY shall be as set forth in Article 3.8 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated March 6, 2012, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated March 6, 2012, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: March 6, 2012

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For CN-08-30 FINANCIAL ADVISOR

CONSULTANT OR SUB-CONSULTANT NAME Dunlap & Associates Inc.

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Hourly fees for services unrelated to debt issuance:			
President	$170.00/per hour		
Senior and Vice President	$150.00/per hour		
Financial & Computer Analysis	$130.00/per hour		

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: March 6, 2012

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for FINANCIAL ADVISOR

CONSULTANT OR SUB-CONSULTANT NAME **Dunlap & Associates Inc. t**

(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Travel is only applicable Out-of-State	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Lodging (Per Person)	Actual Cost
Meals: Breakfast Lunch Dinner In accordance with the City of Sanibel Travel Policy #03-14 utilizing the "City of Sanibel " rates	 $10.00 $14.00 $26.00
*List other specific project related reimbursables (i.e. film/developing):	
Note: In-State travel expenses are not reimbursable	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C

Date: March 6, 2012

TIME AND SCHEDULE OF PERFORMANCE

For FINANCIAL ADVISOR

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 5.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	This Contract will be for a term of three (3) years, with two one (1) year extensions, each of which may be exercised at the discretion of the City, with consent of Provider, under substantially the same terms and conditions as set forth in the Service Provider Agreement.		

EXHIBIT D

March 6, 2012

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

For CN-11-15 FINANCIAL ADVISOR

CONSULTANT has identified the following Sub-Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	NONE					

EXHIBIT E

Date:

March 6, 2012

PROJECT GUIDELINES AND CRITERIA

For CN-11-15 FINANCIAL ADVISOR

The CITY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement: (If none, enter the word "none" in the space below)

Item No. 1

Any and all work to be performed by Dunlap & Associates, Inc. must be authorized by one of the following:

1. Sanibel City Council direction of the majority of the Council.

2. City Manager.

3. Finance Department Director.

All requests for work, other than those specifically requested by the Sanibel City Council, shall be confirmed in writing. The Finance Director shall serve as the Project Manager and point of contact. The City reserves the right not to compensate Provider for work undertaken outside the parameters of this paragraph.

Item No. 2

It is the responsibility and obligation of the Financial Advisor to bring to the attention of the Sanibel City Council concerns the Financial Advisor may have regarding specific debt financing transactions and other issues. The Financial Advisor shall provide independent analysis, information and recommendations to the Sanibel City Council regarding the projects and financial transactions on which the Financial Advisor performs work. At its own initiative, the Financial Advisor may arrange to appear in front of the Sanibel City Council , to discuss matters of concern.

Item No. 3

The City may terminate this contract if changes in Dunlap & Associates, Inc. project personnel are made.

EXHIBIT F

Date: March 6, 2012

AMENDMENT TO ARTICLES

For: CN-11-15 FINANCIAL ADVISOR

For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. Weeks).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT 1 – ARTICLE 7.0 – ASSIGNMENT, TRANSFER AND SUBCONTRACTS

Add at the end of the paragraph:
Including but not limited to:

a) arbitrage rebate
b) investments of bond proceeds
c) swap services
d) any other requested investment services

AMENDMENT 2 -ARTICLE 11.0 – INSURANCE COVERAGES REQUIRED

Delete the requirement of Workers Compensation, (1). Not required for this project.

LEE COUNTY
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

Brian Bigelow
District Two

Ray Judah
District Three

Tammy Hall
District Four

Frank Mann
District Five

Karen B. Hawes
County Manager

Michael D. Hunt
County Attorney

Diana M. Parker
County Hearing Examiner

(239) 533-5450

November 22, 2011

Dunlap & Associates, Inc.
Ms. Kelly Ryman
1146 Keyes Avenue
Winter Park, Fl. 32789

SUBJECT: CN-11-15 FINANCIAL ADVISOR

ENCLOSURE (1): Executed Copy Service Provider Agreement

ENCLOSURE (2): PSA/SPA Invoice Statement Form

Dear Ms. Ryman:

Enclosed is your executed copy of the Service Provider Agreement for the project known as "FINANCIAL ADVISOR". Please note the contract number for this project is **5815.** This contract number will also serve as your Purchase Order Number for this project and must be on all invoice statements.

If you should have any questions, please contact our office at the above number.

Sincerely,
PROCUREMENT MANAGEMENT

Cindy Logan
Contract Manager

C: Jim Lewin, Budget Services
Tracey Cerchie, Solid Waste
Lori Borman, Public Resources
Orlando Figueroa, Utilities
Eileen Price, DOT
Internal Services, Fiscal
Procurement Management

5815

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this 8th day of November 2011, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and Dunlap & Associates Inc.,. hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the CN-11-15 FINANCIAL ADVISOR services of said PROVIDER as further described herein; and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated September 20, 2011, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

C1d

11-8-11

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

(2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS. The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgement shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated September 20, 2011, which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3 METHOD OF PAYMENT.
(1) MONTHLY STATEMENTS.
The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

(2) PAYMENT SCHEDULE.
The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30)calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt

of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

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

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated September 20, 2011, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

(1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater

(3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverages described herein and as are required by law to be provided on behalf of their employees and others.

(4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverages of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverages.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.

(3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.

(4) Each Certificate of Insurance shall include the following:

(A) The name and type of policy and coverages provided;

(B) The amount or limit applicable to each coverage provided;

(C) The date of expiration of coverage.

(D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) Cancellation - Should any of the described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the PROVIDER shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the PROVIDER to provide the COUNTY with such renewal certificate(s) shall be justification for the COUNTY to terminate this Agreement.

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The PROVIDER shall obtain and maintain the following insurance coverages:

(1) WORKERS' COMPENSATION
Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. In addition, the policy shall include the following:
(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of $100,000 for each accident, whichever limit is greater.
(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the COUNTY with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY
Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and shall include the following:

(A) Minimum limits of $100,000 per occurrence and $300,000 aggregate for Bodily Injury Liability and a minimum limit of $100,000 for Property Damage Liability, or a minimum combined single limit of $300,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE LIABILITY
Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:
(A) Minimum limits of $100,000 per person and $300,000 per accident for Bodily Injury Liability and a minimum limit of $100,000 for Property Damage Liability, or a minimum combined single limit of $300,000.
(B) Coverage shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

(4) PROFESSIONAL LIABILITY
Coverage shall include the following:
(A) A minimum aggregate limit of $1,000,000.00
(B) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self- insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of (4) coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the PROVIDER responsible and liable for any such difference in the amount of coverage provided by the insurance

policy. In the event of any such deductible amount, exclusion or limitation, or amount of sovereign immunity, the PROVIDER shall be required to provide written documentation that is acceptable to the COUNTY establishing that the PROVIDER has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners
PO Box 398
Ft Myers FL 33902-0398
Attention: County Manager

17.2 NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

Dunlap & Associates, Inc.
Ms. Kelly Ryman
1146 Keyes Avenue
Winter Park, Fl. 32789
Phone : 407.678.0977
Fax : 407.678.6240
Email : kelly@dunlapandassociates.com

17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

BY: Marcia Wilson
Deputy Clerk

COUNTY: LEE COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

BY: _____
Chair

DATE: 11/8/11

APPROVED AS TO FORM

BY: Andrea R. Fair
County Attorney's Office

BOARD OF COUNTY COMMISSIONERS SEAL LEE COUNTY, FLORIDA

ATTEST:

_____

_____
(CONSULTANT)

_____
(Witness)

_____
(Witness)

BY: _____
(Authorized Signature)

PRESIDENT
(Title)

DATE: 10/12/11

CORPORATE SEAL:

EXHIBIT A
Date: September 20, 2011

SCOPE OF PROFESSIONAL SERVICES

For CN-11-15 FINANCIAL ADVISOR

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

A. BASIC SERVICES PER SERIES FOR GENERAL COUNTY FINANCIAL ADVISOR

1. Advise the County on the most fiscally responsible process of conducting the sale of bonds by recommending competitive bidding, negotiation, or some other means. The Financial Advisors will not participate either directly or indirectly as underwriters in the sale of the bonds, nor have any financial interest, directly or indirectly in such sale, except as to compensation paid hereunder by the County.

   a. For competitively bid bond issues:

      (1) Assist the County in preparing the bid documents, including but not limited to the notice of sale.

      (2) At the time of the sale, advise the County as to the best bid received, based upon the verification of bids, and recommend an award, which, in the Financial Advisor's judgment is in the best interest of the County.

      (3) Assist in bid protest procedures as needed.

   b. For negotiated bond issues:

      (1) Assist in determining the optimal timing of the issue.

      (2) Assist the County in preparing a Request for Proposal.

      (3) Assist the County in preparing presentations to the universe of underwriters in order to fully describe the bonds to be issued.

      (4) Participate in the evaluation of the proposals received with selected County personnel.

      (5) Participate in the "pricing call" and advise the County as to the reasonableness of the components of the underwriters' spread.

SCOPE OF PROFESSIONAL SERVICES (Continued)

c. For other means of bond procurement:

(1) As directed by the County.

2. Provide or evaluate specific recommendations on each bond issue regarding the following:

a. Aggregate principal amount of bonds to be issued;

b. The timing of the offering;

c. The definitive structure of the bond issue, including but not limited to maturity range, Serial and/or Term Bonds, CAB's, etc.; and

d. Optional Redemption and Call Provisions.

3. Prepare and present to the Board of County Commissioners an independent analysis for each bond issue. The analysis should address the interest rate, underwriter's fees and other factors and the analysis should indicate whether the transaction terms are the most beneficial to the County for the type and timing of each transaction.

4. Prepare a timetable for bond issues and assist the County in coordinating meetings and conference calls.

5. Assist the County with the preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding.

6. Provide advice and assistance as needed to the County and to bond counsel through the County Attorney's office as to preparation of the necessary bond authorizing ordinance(s) and other proceedings. Assist with validation of the bonds through preparation of financial tables and exhibits and the presentation of testimony when necessary.

7. Provide assistance to the County in the composition of the Preliminary and Final Official Statements which shall conform to current acceptable disclosure guideline standards so as to make the most favorable full and accurate disclosure to the rating agencies and underwriters, and provide for the printing of Preliminary and Final Official Statements.

8. Assist in the preparation and review of all necessary Closing Documents and coordinate printing, signing and delivery of bonds on an as-needed basis.

SCOPE OF PROFESSIONAL SERVICES (Continued)

9. Assist the County in selecting trustees, paying agents and other financial intermediaries as necessary and assist in arranging for appropriate bond insurance as required.

10. Provide, on request, reports of municipal market conditions both within the State of Florida and nationwide.

11. In the area of short-term financing, provide the County with advice, guidance and assistance in bond anticipation notes; bank loans, commercial paper and interest rate swap programs, upon request.

12. Review existing debt structure and financial resources to determine available borrowing capacity and the desirability of refinancing any or all of the existing debt.

13. Develop financial models as needed to help solve complex financial issues in such areas as transportation and solid waste.

14. The Financial Advisor shall be available to the County to discuss and make recommendations on such other financial matters as requested of the County, and shall be available for formal presentations to the Board of County Commissioners as necessary.

15. Provide other services including arbitrage rebate, investment of bond proceeds, swap services and any other requested investment services.

16. It is understood that the services being solicited by this request shall be on a non-exclusive basis with the advisor(s) in its sole discretion and that nothing herein contained shall be construed to the contrary.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT

EXHIBIT B

Date: September 20, 2011

COMPENSATION AND METHOD OF PAYMENT

For CN-11-15 FINANCIAL ADVISOR

Section 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-In-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	Advisory Services – Basic Svcs-Debt Transactions: Basic Services PER SERIES for General County Finance Advisor Associates with **Bonds** As Described in Exhibit A – Items 1 - 15 Minimum Fee of $15,000 Maximum Fee of $80,000 Basic Services for General Financial Advisor Related to Debt Transactions **Other Than Bonds** For services related to debt transactions including bank loans, lines of credit, pooled issuances of bonds and services needed for establishing participation in a commercial paper program other than the Florida Association of Counties. For services related to special assessment financing under the Term Loan Assessment Program and review of documents associated with the Florida Association of Counties Commercial Paper Program **Investment Services** Structuring Escrow Deposits for Refunding Bond Issues - $3,000 per issue For refunding bond issues requiring an escrow deposit, Provider will structure, monitor and secure escrows at the following rates: - $10,000 per issue State & Local Government Securities (SLUGS) Open Market Securities	For the first $20 million $0.80 per bond Over $20 million $0.60 per bond $15,000.00 Hourly Rate		

TOTAL
(Unless list is continued on next page)
CMO:033
09/25/01

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated September 20, 2011, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated September 20, 2011 , entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: September 20, 2011

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For CN-11-15 FINANCIAL ADVISOR

CONSULTANT OR SUB-CONSULTANT NAME Dunlap & Associates Inc.

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Hourly fees for services unrelated to debt issuance:			
President	$170.00/per hour		
Senior and Vice President	$150.00/per hour		
Financial & Computer Analysis	$130.00/per hour		

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

CMO:033
09/25/01

ATTACHMENT NO. 2 TO EXHIBIT B

Date: September 20, 2011

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for CN-11-15 FINANCIAL ADVISOR

CONSULTANT OR SUB-CONSULTANT NAME **Dunlap & Associates Inc. t**

(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Travel is only applicable Out-of-State	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Lodging (Per Person)	Actual Cost
Meals: Breakfast / Lunch / Dinner In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	$ 9.00 $13.00 $24.00
*List other specific project related reimbursables (i.e. film/developing):	
Note: In-State travel expenses are not reimbursable	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed

CMO:033
09/25/01

EXHIBIT C

Date: September 20, 2011

TIME AND SCHEDULE OF PERFORMANCE

For CN-11-15 FINANCIAL ADVISOR

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 6.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	This Contract will be for a period of three (3) years		
	OCTOBER 2011 - OCTOBER 2014		

CMO:034
09/25/01

EXHIBIT D

Date: September 20-2011

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

For CN-11-15 FINANCIAL ADVISOR

CONSULTANT has identified the following Sub-Consultant(s) and/or SubContractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	NONE					

CMO:035
09/25/01

EXHIBIT E

Date: September 20, 2011

PROJECT GUIDELINES AND CRITERIA

for CN-11-15 FINANCIAL ADVISOR

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

Item No. 1
Any and all work to be performed by Dunlap & Associates, Inc. must be authorized by one of the following:

1. Lee County Board of County Commissioners by direction of the majority of the Board.

2. County Manager, Deputy County Manager or Assistant County Manager.

3. Budget Director.

4. Fiscal Analyst in the County Manager's Office, Budget Services Division.

All requests for work, other than those specifically requested by the Board, shall be confirmed in writing. The Fiscal Analyst in Budget Services shall serve as the Project Manager and point of contact. The County reserves the right not to compensate Provider for work undertaken outside the parameters of this paragraph.

Item No. 2
It is the responsibility and obligation of the Financial Advisor to bring to the attention of the Board of County Commissioners concerns the Financial Advisor may have regarding specific debt financing transactions and other issues. The Financial Advisor shall provide independent analysis, information and recommendations to the Board of County Commissioners regarding the projects and financial transactions on which the Financial Advisor performs work. At its own initiative, the Financial Advisor may arrange to appear in front of the Board, to discuss matters of concern.

Item No. 3
The County may terminate this contract if changes in Dunlap & Associates, Inc. project personnel are made.

EXHIBIT F

Date: September 20, 2011

AMENDMENT TO ARTICLES

For: CN-11-15 FINANCIAL ADVISOR

For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT 1 – ARTICLE 7.0 – ASSIGNMENT, TRANSFER AND SUBCONTRACTS

Add at the end of the paragraph:
Including but not limited to:

a) arbitrage rebate
b) investments of bond proceeds
c) swap services
d) any other requested investment services

AMENDMENT 2 – ARTICLE 11.0 – INSURANCE COVERAGES REQUIRED

Delete the requirement of Workers Compensation, (1). Not required for this project.

CMO:
09/25/01

CERTIFICATE OF LIABILITY INSURANCE

OP ID SP

DATE (MM/DD/YYYY): 10/14/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Corkhill Insurance Agency, LLC
20 South Bumby Avenue
Orlando FL 32803
Phone:407-898-8891 Fax:407-898-8813

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: DUNLA-1

INSURED

Dunlap & Associates, Inc.
National Minority Consultants
1146 Keyes Ave
Winter Park FL 32789

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Nautilus Insurance Company	
INSURER B:	Darwin Select Insurance Co	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
A	X COMMERCIAL GENERAL LIABILITY			NN111788	04/05/11	04/05/12	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
		X					MED EXP (Any one person)	$ 5,000
	X H & N/O Auto - 1						PERSONAL & ADV INJURY	$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ EXCLUDED
								$
	AUTOMOBILE LIABILITY							
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	ALL OWNED AUTOS						BODILY INJURY (Per person)	$
	SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	$
	NON-OWNED AUTOS							$
								$
	UMBRELLA LIAB / OCCUR							
	EXCESS LIAB / CLAIMS-MADE						EACH OCCURRENCE	$
	DEDUCTIBLE						AGGREGATE	$
	RETENTION $							$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	E&O			03049131	09/02/11	09/02/12	E&O	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Lee County, Florida is added as Additional Insured with respect to General Liability.

CERTIFICATE HOLDER

LEECOU1

Lee County, Florida
2115 Second Street
Fort Myers FL 33901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Corkhill

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LEE COUNTY
PROFESSIONAL SERVICE AGREEMENT/SERVICE PROVIDER AGREEMENT
INVOICE STATEMENT

Date: _____

CN No.: _____ Contract No.: _____ Project No.: _____

Payment No.: _____ (☐ W.I.P.P. ☐ Final) for Period _____ to _____

Project Name: _____

Attachments ☐ Yes ☐ No _____

PAYEE: Consultants Name: _____
Mailing Address: _____
City & State _____ ZIP CODE _____

Deliver Warrant: Special Instructions - If Other than Mail

_____

_____

INSTRUCTIONS
Warrant will be mailed to Consultant's mailing address given, unless special instructions are provided to the immediate left of these instructions.

CONTRACTUAL FINANCIAL DATA

ORIGINAL PSA/SPA Amount _____ $

PLUS: Change Order # _____ dated _____ $
Change Order # _____ dated _____ $
Change Order # _____ dated _____ $
S.T.A. # _____ dated _____ $
S.T.A. # _____ dated _____ $
S.T.A. # _____ dated _____ $

Total Change Orders/S.T.A. ADDING to cost of Agreement . . . . . _____ $

LESS: Change Order # _____ dated _____ $
Change Order # _____ dated _____ $
Change Order # _____ dated _____ $
S.T.A.# _____ dated _____ $
S.T.A. # _____ dated _____ $
S.T.A. # _____ dated _____ $

Total Change Orders/S.T.A. SUBTRACTING from cost of Agreement. . . . . _____ $

Total Amount of Current PSA/SPA. . . . . _____ $

Total Amount Completed to Date. . . . . _____ $

Less Amounts Previously Invoiced . . . . . _____ $

Amount of this Invoice. . . . . _____ $

Total Amount Paid to DBE's from above . . . . . $

Name of DBE(s):

Signed Project Manager: _____ Date: _____

Approved Dept/Div Director: _____ Date: _____

Approved Fiscal Person: _____ Date: _____

CMO:024
09/25/01

LEGAL ADVERTISEMENT FOR
CN-11-15
FINANCIAL ADVISOR

CONSULTANTS ARE ADVISED THAT THE BOARD OF COUNTY COMMISSIONERS HAS ADOPTED A POLICY ESTABLISHING AN OVERALL 10% GOAL FOR LOCAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION IN COUNTY SERVICES. CONSULTANTS WILL TAKE ALL REASONABLE AND NECESSARY AFFIRMATIVE STEPS TO ASSURE THAT LOCAL DBE FIRMS WILL BE UTILIZED FOR THIS PROJECT.

The Lee County Board of County Commissioners invites Letters of Interest from Consultants to provide professional services for the project known as County Financial Advisor.

Before submitting Letters of Interest, interested Consultants **must** obtain from Lee County Procurement Management, 1825 Hendry Street, 3rd FL, Fort Myers, FL 33901 or by calling (239) 533-5450 a copy of the complete Competitive Negotiations package dated July 5, 2011 for this project. **Or you may download these documents from our Internet site at** www.lee-county.com/contracts **(under Projects Bulletin). Please Note: if the Official Documents are not obtained from Lee County Procurement Management (either by request or downloading), or are modified in any manner, your firms Letter of Interest will not be accepted for consideration by the County.**

All firms are hereby placed on notice that the County Commission nor any employees from the Project Sponsoring Department nor members of the Competitive Negotiation Committee wish to be lobbied either individually or collectively about this project. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff members for such purposes as holding meetings of introduction, dinners, etc. to influence the outcome of the selection process, if they intend to, or have submitted a proposal or Letter of Interest for this project.

All Letters of Interest must be submitted via email (to ContractsInBox@leegov.com) or in person to Lee County Procurement Management on the 3rd Floor of the County/City Annex Building, 1825 Hendry Street, Fort Myers, Florida 33901, not later than 2:00 p.m., **Thursday, July 28, 2011.**

THIS DOCUMENT CAN BE MADE AVAILABLE IN ALTERNATIVE ACCESSIBLE FORMATS TO PERSONS WITH DISABILITIES, UPON REQUEST.

LEGAL AD
TO RUN: Tuesday, July 5, 2011

NOTICE OF COMPETITIVE NEGOTIATION
CN-11-15
FINANCIAL ADVISOR

Dated: July 5, 2011

Notice To Interested Consultants: Before submitting Letters of Interest, interested Consultants **must** obtain from Lee County Procurement Management, 1825 Hendry Street, 3rd FL, Fort Myers, FL 33901 or by calling (239) 533-5450 a copy of the complete Competitive Negotiations package dated July 5, 2011, for this project. **You may also download these documents from our Internet site at** www.lee-county.com/contracts **(under Projects Bulletin). Please Note: if the Official Documents are not obtained directly from Lee County Contracts Management (either by request or downloading), or are modified in any manner, your firms Letters of Interest will not be accepted for consideration by the County.**

All Letters of Interest must be submitted via email (to contractsinbox@leegov.com) or in person to Lee County Procurement Management on the 3rd Floor of the County/City Annex Building at 1825 Hendry Street., Fort Myers, Florida 33901, not later than 2:00 p.m., **Thursday, July 28, 2011**. Please read the Response Procedure carefully!

The Lee County Board of County Commissioners anticipates seeking professional consultant services on the project listed in this advertisement. Consideration will be given to only those firms that are qualified pursuant to law.

SELECTION PROCEDURE: The selection of the Consultant will be made in accordance with Lee County Procurement Policy and Chapter 287.055 Florida Statutes. Some or all of the responding firms may be requested to provide telephone interviews or written or oral technical proposals (or both), for the ranking process. After ranking of the consultants by the BOCC, the contract fee will be negotiated in accordance with Section 287.055, Florida Statues.

Note: For estimated short-list and final selection meeting dates they can be reviewed on the Contracts Management web page at ***www.lee-county.com/contracts***. For more information contact the Contracts Office at 239-533-8883.

RESPONSE PROCEDURE: Qualified consultants are encouraged to submit a Letter of Interest for the project by **2:00 PM** Eastern time on the specified date indicated above. **Letters of Interest will be submitted as attached files to E-Mail or in Person to the indicated response address and will be composed of a single file in Adobe PDF format (unzipped). Letters of Interest should not contain links to other Web pages and will, at a minimum, include the following information:**

a. Project CN number and Name
b. Consultant's name and address
c. Proposed responsible office for consultant
d. Contact person, phone and fax number and Internet Email Address
e. Statement regarding qualifications of consultant and/or proposed sub-consultants for the advertised work
f. Proposed key personnel and their proposed roles (do not include resumes)
g. Sub-consultant(s) that may be used for the project
h. Indication as to whether the prime firm and/or sub-consultants are a disadvantaged Business Enterprises (DBE)
i. Provide a listing of general governmental clients over the past three (3) years to whom the firm has served as financial advisor including name of contact persons and phone numbers
j. Organizational chart of the financial team, including sub-consultants
k. Brief one page narrative of any unique or creative approach your firm would propose to financial advisory work.
l. Provide an analysis as to why your firm is uniquely qualified to serve as the county's general financial advisor
m. List the various types of municipal debt issuances on which the firm has served as financial advisor over the past three (3) years.
n. List the various types of municipal debt issuances on which the firm has served as underwriter over the past three (3) years.
o. Provide a listing of the Florida debt issuances in which your firm has participated and what capacity your firm has served over the past three (3) years.

p. Give a description of the firm's financial background and advisory capabilities including 10(K) forms as filed for the past three (3) years.
q. Provide a listing of projects and/or analyses which are not related to the issuance of debt.
r. Describe what compensation arrangement is desired e.g. whether compensation will be based on transaction basis vs hourly rates.

The delivery of said Letter of Interest to Lee County prior to or on the time and date as stated in the Notice is solely and strictly the responsibility of the Consultant. Lee County shall not be responsible for delays caused by the E-mail System(s), United States Postal Service, Overnight Express Mail Services, or for delays caused by any other occurrence. The County expressly reserves the sole and exclusive right to accept or reject a late Letter of Interest when the lateness is due to matters beyond the control of any third party delivery service. Late Letters of Interest may be returned to the Consultant with the notation: "This Letter of Interest was received after the specified deadline time".

EXHIBIT "A"
Lee County Proposed Scope of Services
For
FINANCIAL ADVISOR

Major Work/Minor Work

SCOPE OF PROFESSIONAL SERVICES

A. BASIC SERVICES FOR GENERAL COUNTY FINANCIAL ADVISOR

1. Advise the County on the most fiscally responsible process of conducting the sale of bonds by recommending competitive bidding, negotiation, or some other means. The Financial Advisors will not participate either directly or indirectly as underwriters in the sale of the bonds, nor have any financial interest, directly or indirectly in such sale, except as to compensation paid hereunder by the County.

    a. For competitively bid bond issues:

        (1) Assist the County in preparing the bid documents, including but not limited to the notice of sale.

        (2) At the time of the sale, advise the County as to the best bid received, based upon the verification of bids, and recommend an award, which in the Financial Advisor's judgment is in the best interest of the County.

        (3) Assist in bid protest procedures as needed.

    b. For negotiated bond issues:

        (1) Assist in determining the optimal timing of the issue.

        (2) Assist the County in preparing a Request for Proposal.

        (3) Assist the County in preparing presentations to the universe of underwriters in order to fully describe the bonds to be issued.

        (4) Participate in the evaluation of the proposals received with selected County personnel.

        (5) Participate in the "pricing call" and advise the County as to the reasonableness of the components of the underwriters' spread.

    c. For other means of bond procurement:

        (1) As directed by the County.

SCOPE OF PROFESSIONAL SERVICES (Continued)

2. Provide or evaluate specific recommendations on each bond issue regarding the following:

   a. Aggregate principal amount of bonds to be issued;

   b. The timing of the offering;

   c. The definitive structure of the bond issue, including but not limited to maturity range, Serial and/or Term Bonds, CAB's, etc.; and

   d. Optional Redemption and Call Provisions.

3. Prepare and present to the Board of County Commissioners an independent analysis for each bond issue. The analysis should address the interest rate, underwriter's fees and other factors and the analysis should indicate whether the transaction terms are the most beneficial to the County for the type and timing of each transaction.

4. Prepare a timetable for bond issues and assist the County in coordinating meetings and conference calls.

5. Assist the County with the preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding.

6. Provide advice and assistance as needed to the County and to bond counsel through the County Attorney's office as to preparation of the necessary bond authorizing ordinance(s) and other proceedings. Assist with validation of the bonds through preparation of financial tables and exhibits and the presentation of testimony when necessary.

7. Provide assistance to the County in the composition of the Preliminary and Final Official Statements which shall conform to current acceptable disclosure guideline standards so as to make the most favorable full and accurate disclosure to the rating agencies and underwriters, and provide for the printing of Preliminary and Final Official Statements.

8. Assist in the preparation and review of all necessary Closing Documents and coordinate printing, signing and delivery of bonds on an as-needed basis.

9. Assist the County in selecting trustees, paying agents and other financial intermediaries as necessary and assist in arranging for appropriate bond insurance as required.

10. Provide, on request, reports of municipal market conditions both within the State of Florida and nationwide.

SCOPE OF PROFESSIONAL SERVICES (Continued)

11. In the area of short-term financing, provide the County with advice, guidance and assistance in bond anticipation notes, bank loans, commercial paper and interest rate swap programs, upon request.

12. Review existing debt structure and financial resources to determine available borrowing capacity and the desirability of refinancing any or all of the existing debt.

13. Develop financial models as needed to help solve complex financial issues in such areas as Transportation and Solid Waste.

14. The Financial Advisor shall be available to the County to discuss and make recommendations on such other financial matters as requested of the County, and shall be available for formal presentations to the Board of County Commissioners as necessary.

15. It is understood that the services being solicited by this request shall be on a non-exclusive basis with the advisor(s) in its sole discretion and that nothing herein contained shall be construed to the contrary.

Project Dates:

Advertisement Date	Tuesday, July 5, 2011
Response Deadline	Thursday, July 28, 2011
Respond to	***contractsinbox@leegov.com***
Phone	(239) 533-5450

Lee County, Florida

Response for
Letter of Interest for
Financial Advisory Services
CN-11-15

LEE COUNTY

July 28, 2011

"Integrity comes when character is tested;
keep true and never be ashamed of doing what is right."

DUNLAP D&A & ASSOCIATES

J. Craig Dunlap jcdunlap@dunlapandassociates.com
Kelly Ryman kryman@dunlapandassociates.com

1146 Keyes Avenue Winter Park, FL 32789 – Corporate Office
3790 Williamson Road, Fort Myers, FL 33905 Local Office
Phone: 407.678.0977 Fax: 407.678.6240
Federal ID: 59-3328233

Dunlap & Associates, Inc.

Financial Consultants

July 28, 20111

Mr. Jim Lewin
Lee County Contracts Management
1500 Monroe St., 4th Floor
Ft. Myers, FL 33901

Re: RFP # CN-11-15

Dear Mr. Lewin:

On behalf of Dunlap & Associates, Inc., I am pleased to submit our qualifications to serve as financial advisor to Lee County, Florida (the "County"). I would like to take this opportunity to formally demonstrate that Dunlap & Associates, Inc. can continue to offer the County the breadth of experience and the depth of financial planning expertise necessary to serve the County as financial advisor. Dunlap & Associates, Inc. is an independent financial advisory firm who works exclusively for and with Florida municipalities. Our knowledge and experience is "second to none".

Key Personnel and the Firm

Dunlap & Associates, Inc.'s professional staff assigned to the County is the most knowledgeable in the financial advisory business with over 130 years of combined experience in Florida. I, as **President** of the Company, will continue to have the **primary oversight responsibility** for providing services to the County. I will be assisted by Kelly Ryman, Vice President, who has 14 years of financial advisory experience in addition to a working knowledge of Lee County's debt. Ms. Ryman would continue to lead the analytical support for the County and will be the day-to-day contact for the County. Ms. Ryman will be assisted by Michael Levinson, Senior Vice President, a former **City Manager for the City of Coral Springs for 15 years** and while there assisted the City in receiving the **Malcolm Baldrige National Quality Award** (the only local or state government to receive this Presidential award) and Damon Adams, Senior Vice President, a **CPA** and a former **Director of Finance for the City of Fort Lauderdale for 25 years** Also, Susan Miner will be providing analytical and/or technical support on this account. **As owner of the Company, I ensure that I am available to my clients 24 hours per day, 365 days per year** and that our team of professionals which is comprised of CPA's, ex-investment bankers, ex-credit analysts, ex-finance director and ex-Division of Bond Finance professionals who will be there to assist you in all of your financing needs.

Philosophy and Services

Our philosophy can be summed up in the following quote: "Integrity comes when character is tested; keep true and never be ashamed of doing what is right." Dunlap & Associates, Inc., as you are aware, offers a full range of independent financial advisory services which makes our firm uniquely qualified. The services range from **strategic planning**, **project financial analysis**, **debt issuance, investment management**, **sensitivity analysis, rating agency presentations**, fuel hedging, structure **innovative financings**, identifying current or **advance refinancing opportunities**, escrow investment restructuring, revenue backed financings, taxable debt, sale-leaseback, other innovative funding mechanisms related to the issuance of debt and additional education/services not related to the issuance of debt. See page 3 of our written response.

1146 Keyes Avenue Winter Park, Florida 32789
Telephone: 407.678.0977 Telecopy: 407.678.6240

Experience

We have provided financial advisory advice to numerous issuers throughout the State, including the Counties of **Pasco, Miami-Dade, Escambia, Citrus and Orange** and the Cities of **Atlantic Beach, Davie, Miami, Lauderhill, Daytona Beach, Jacksonville Beach, Ocala, Fort Lauderdale, Lauderhill, Coral Springs, Vero Beach, Maitland, Plant City, Neptune Beach, North Miami Beach, Pompano Beach, Temple Terrace and Casselberry.**. Additionally, we have a wealth of experience with other clients which include: Florida Intergovernmental Finance Commission, Reedy Creek Improvement District (**Disney**), the Florida Municipal Power Agency, Celebration Community Development District and Kissimmee Utility Authority.

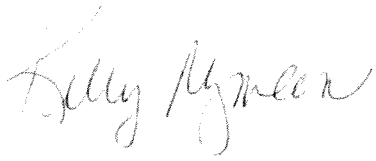
Dunlap & Associates, Inc. is the largest Florida based **independently** owned financial advisory firm with **over 130 years** of combined professional financial advisory experience in Florida. Our advice, if selected by the County, will be **independent, unbiased and not influenced by corporate pressures**. Dunlap & Associates, Inc.'s offices are **centralized in the City of Winter Park (Orlando), with additional offices in Fort Lauderdale, Vero Beach and Fort Myers,** to ensure our clients the highest degree of service.

Client References

We proudly encourage you to randomly call any of our clients for references. We have had financial relationships with them for an average of **over 16 years and in some cases, for over 25 years**.

With our **unique qualifications, expertise, independence, and reputation**, we can continue to provide you the quality of service that the County needs to optimize its financial position and achieve the lowest possible interest rate. Dunlap & Associates, Inc. would be honored to continue to serve Lee County as its Financial Advisor. We appreciate your consideration of our proposal.

Sincerely,



J. Craig Dunlap
President
Dunlap & Associates, Inc.
Winter Park, Florida

Kelly Ryman
Vice President
Dunlap & Associates, Inc.
Fort Myers, Florida

LEE COUNTY

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Letter of Transmittal		
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h.	Indication as to whether the prime firm and/or sub-consultants are a disadvantaged Business Enterprise (DBE)	7
i.	Provide a listing of general governmental clients over the past three (3) years to whom the firm has served as financial advisor including name of contact persons and phone numbers	7
j.	Organizational chart of the financial team, including sub-consultants	11
k.	Brief one page narrative of any unique or creative approach your firm would propose to financial advisory work	12
l.	Provide an analysis as to why your firm is uniquely qualified to serve as the county's general financial advisor	13
m.	List the various types of municipal debt issuances on which the firm has served as underwriter over the past three (3) years	17
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o.	Provide a listing of the Florida debt issuances in which your firm has participated and what capacity your firm has served over the past three (3) years	20
p.	Give a description of the firm's financial background and advisory capabilities including 10(K) forms as filed for the past three (3) years	20
q.	Provide a listing of projects and/or analyses which are not related to the issuance of debt	21
r.	Describe what compensation arrangement is desired e.g. whether compensation will be based on transaction basis vs hourly rates	23

Exhibit A – Florida Financings – 2008 – 2011
Exhibit B - Federal Tax Returns for Years 2007, 2008 and 2009

a. Project CN number and Name

CN-11-15
Letter of Intent
Financial Advisor

b. Consultant's Name and Address

Dunlap & Associates, Inc.
Craig Dunlap, President
Kelly Ryman, Vice President
1146 Keyes Avenue
Winter Park, FL 32789

c. Proposed Responsible Office for Consultant

Dunlap & Associates, Inc.
Craig Dunlap and Kelly Ryman
3790 Williamson Road
Fort Myers, FL 33905

d. Contact Person, Phone and Fax Number and Internet E-mail Address

Kelly Ryman
Phone: (239) 693-5201 (fax and phone)
E-Mail: kryman@dunlapandassociates.com

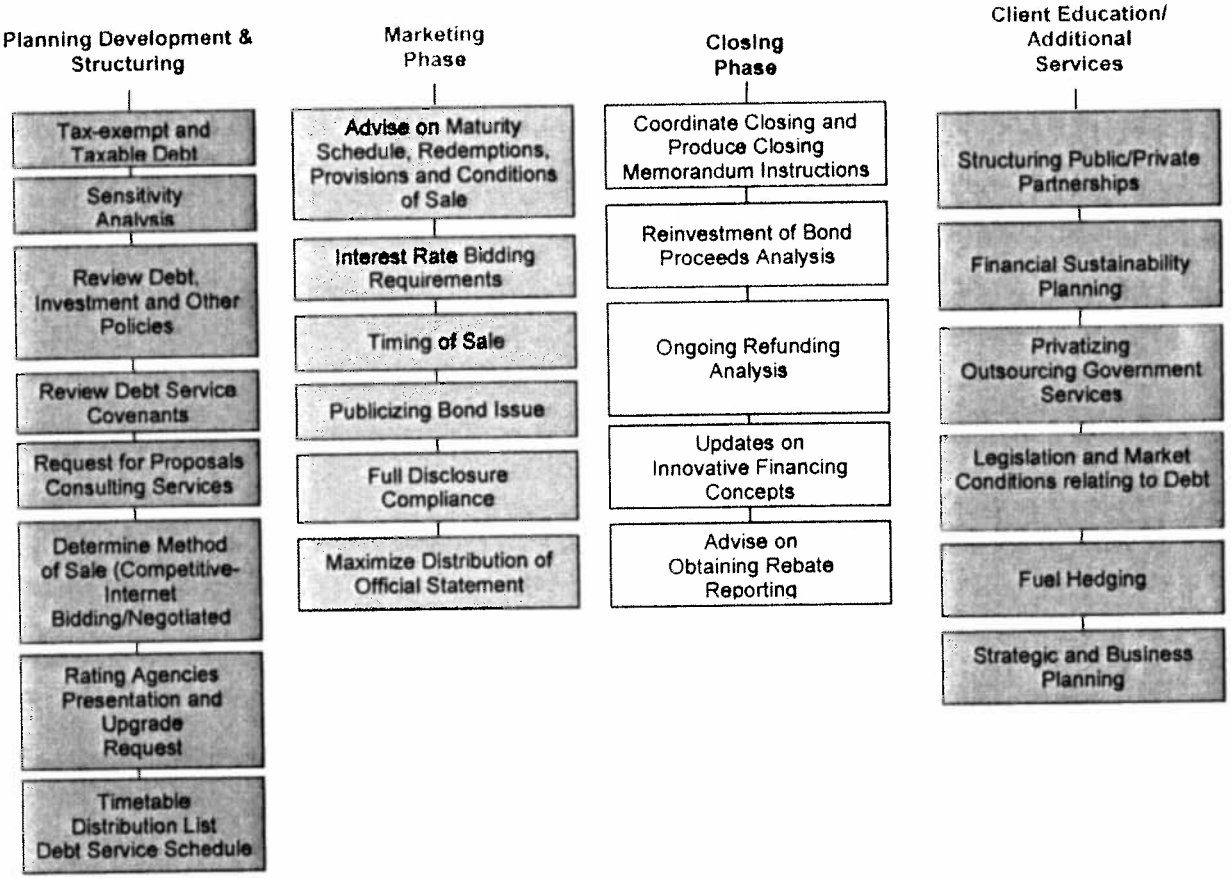
e. Statement Regarding Qualifications of Consultant and/or Proposed Sub-Consultants for the Advertised Work

As we stated in our letter, Dunlap & Associates, Inc. is the largest Florida based **independently** owned financial advisory firm with over 130 years of combined professional financial advisory experience in Florida. Our advice will continue to be **independent**, unbiased and not influenced by corporate pressures. Dunlap & Associates, Inc.'s offices are headquartered in the City of Winter Park (Orlando), with a local office in Fort Myers and regional offices in Vero Beach and Fort Lauderdale. Our locations ensure our clients the highest degree of service.

Ms. Ryman possesses an extensive working knowledge of the County's financing history over the past decade and has 14 years of financial advisory experience and Mr. Craig Dunlap's knowledge of current market conditions and over 41 years of industry experience will allow Dunlap & Associates, Inc. to be ready to assist the County, as always, to achieve their goals.

We have assessed the detailed scope of work contained in the Letter of Intent and confirmed that we have the qualifications, expertise and capacity to provide the services to the County in a timely manner. As your current Financial Advisor, we have and will continue to provide the following services (but not limited to):

Services



As your Financial Advisor, we will continue to perform the following services to evaluate the various financing vehicles available to the County. **Throughout this process, Dunlap & Associates, Inc. assumes an educational role with our clients, as we believe that a clear understanding and knowledge of the financing process will empower our clients to make better financing decisions.**

1. **Planning Development and Structuring Phase**

   a. Research and advise on aspects of tax exemption and arbitrage in cooperation with the County's legal counsel and bond counsel. Assist in obtaining Internal Revenue Service rulings, if necessary.

   b. Assist in the preparation and analysis of feasibility studies in cooperation with County officials and administrative staff, bond attorneys, accountants, architects, engineers and other professionals as requested by the County.

   c. Carefully analyze the financing to determine the best methods of strengthening its marketability consistent with current economic and capital market conditions and increasingly stringent rating agency criteria. This may involve the use of municipal bond insurance, surety bonds, letters of credit, underlying ratings, rating upgrades or other credit enhancement devices.

d. Prepare and mail request for proposals which may include municipal insurance, letter of credit facilities, leases, private placements and any other financing mechanisms financially beneficial to the County.

e. Prepare a rating/insurer/LOC presentation outline and site visit plan for potential lenders.

f. Perform a comprehensive analysis to determine the best possible plan of finance. Each issue will be analyzed on its merits, including a market test to determine its marketability. Assist in determination of method of sale. Coordinate selection of an underwriter, if a negotiated sale is selected.

g. Consult with the rating agencies, Moody's, Standard & Poor's and/or Fitch Investors Service with regard to the proposed financing and assist in obtaining the most favorable rating possible. Prepare County thoroughly for all rating presentations and participate in those meetings.

h. Provide assistance and recommendations with the selection of ancillary service providers such as municipal insurance on the bonds, registrar, trustee, printer and underwriters.

i. Act as liaison with bond counsel and coordinate other professionals providing information in connection with the proposed financing.

j. Prepare a timetable of events and distribution list for all concerned, leading to the successful financing of each project.

k. Testify at validation hearings, if necessary.

2. **Marketing Phase**

a. **Advise on the appropriate terms and conditions of the sale**, including maturity schedule, underwriter discount, redemption provisions, interest rate bidding requirements and basis for award.

b. **Advise on the timing of the bond sale**, taking into consideration such factors as changing economic conditions, current and **projected market trends** and specific requirements to the County.

c. **Coordinate with bond counsel** the preparation of authorizing resolutions and other documents involved in the sale of bonds or other methods of financing. Dunlap & Associates, Inc. will also assist in publicizing the issue in advance with an **Official Statement**, **Notice of Sale**, **Bid Forms** and such other means necessary and advisable to develop nationwide public and institutional interest.

d. **Assist the County** in meeting **full disclosure requirements** and conforming to suggested guidelines when preparing the Official Statement either as an advisor or principal author.

e. **Distribute the Official Statement** to potential purchasers of the County's securities across the nation. Directly contact those lead underwriters most likely to be syndicate managers. Maximize efforts to market the County's debt issuance most effectively.

f. **Conduct informational meetings with the investment community**, including investment bankers (dealers and dealer banks) and institutional investors (banks, bank holding companies, and insurance companies) in New York and elsewhere, if necessary, to establish bidding interest on this offering.

g. **Advertise the bond sale** in nationally prominent financial publications for competitive bids, in addition to coordinating local publication requirements.

h. **Attend the bid opening to assist with the verification and evaluation of bids** and recommend the most favorable bid for award.

3. **Financing Closing Phase**

a. **Direct bond closing details**, including coordination with bond counsel, printer, underwriter and insurance companies to promptly **execute the closing of the financing**.

b. **Furnish reinvestment analysis** to maximize earnings from investing bond proceeds. Assist staff and the architect/engineer in draw-down of funds.

c. **Direct, coordinate and supervise preparation of the transcript** and provide the County with bond and interest debt service schedules showing required semi-annual payments and other information relevant to the completed financing.

d. **Solicit bids on investment of idle** funds, if requested.

4. **Post-Closing Services**

1. **Provide continuous updates on market conditions, financial products and structures** and review of outstanding debt for potential refundings. Interact with the County Manager, County Attorney and other staff.

2. At least semi-annually, or as often as requested by the County and/or any rating agencies, Dunlap & Associates, Inc. will **facilitate the County in updating the rating agencies** on any current events and any other economic information of the County in order to keep the rating agencies abreast on the condition of the County.

3. **Facilitate the County on any required bond and loan coverage tests**, anti-dilution tests as required by loan documents or as requested by rating agencies.

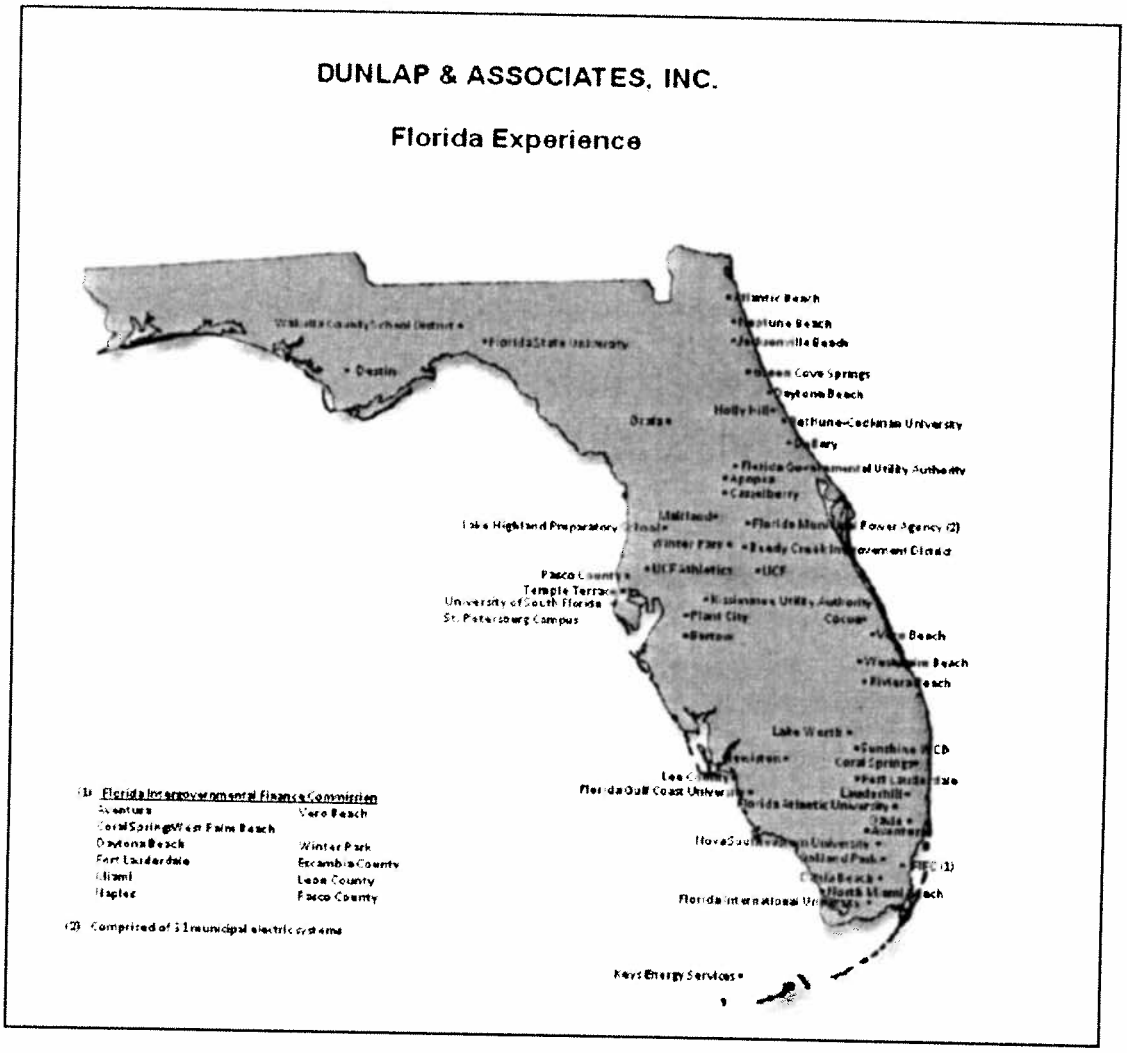
5. **Work Products**. Dunlap & Associates, Inc. shall provide the following work products for each competitive and negotiated debt offering.

1. Debt Capacity Analysis
2. Preliminary Official Statement
3. Final Official Statement
4. Official Notice of Bond Sale. (Competitively Sold Issues)
5. Estimated Timetable
6. Rating Agency Presentation Outlines and Rating Agency Site Visit Outlines
7. Such other analyses, cash flow projections and materials necessary for financial planning and bond sale purposes.

8. Bond refinancing sensitivity analyses.
9. Provide annually debt service schedules for each outstanding bond reflecting the original debt service requirement, the changes thereto, and the remaining current debt service.
10. Provide continuous updated analyses (report) of County's outstanding debt/refunding history/refunding options.

6. **Client Education and Additional Services –** At the request of the County, Dunlap & Associates, Inc. will provide training or updates on specific areas as needed and assist with any additional services requested by the County.

We represent a large diversity of county, city, state and local governments, special districts, special assessment, community colleges, state and private universities, as well as state agencies, school districts and special districts. Dunlap & Associates, Inc. will continue to provide the County with innovative ideas and recommendations that are not just the status quo. As the map below shows, Dunlap & Associates, Inc. has vast Florida client experience.



f. Proposed key personnel and their proposed roles (do not include resumes)

All of the professionals assigned to Lee County's engagement are available to work with the County as needed. Mr. Craig Dunlap, the owner and most senior professional in the industry, will continue to be the lead project manager with primary responsibility of overseeing all services provided to the County. Mr. Dunlap takes pride in being available to his clients immediately upon request.

Ms. Ryman will continue as the day-to-day contact for the County. Ms. Ryman is dedicated to the County and has a strong work ethic which the County has seen demonstrated by Ms. Ryman through her history with the County. Ms. Ryman has an extensive working knowledge of the County's financing history and requirements.

Mr. Dunlap and Ms. Ryman are supported by all the employees of Dunlap & Associates, Inc. We have a strong work ethic and our responsiveness to our clients is equal to none. The entire firm will be available to meet or respond to the County at any time. We are dedicated to our clients 7 days a week and understand that a normal work day does not end at 5:00 p.m. With the entire firm available to the County at any time, the County's needs would be met in a timely manner.

g. Sub-Consultants(s) that may be used for the project

Dunlap & Associates, Inc. currently does not anticipate using sub-consultants at this time. If a sub-consultant is required, Dunlap & Associates, Inc. will provide information on the firm.

h. Indication as to whether the price firm and/or sub-consultants for the advertised work

Dunlap & Associates, Inc. is submitting as a primary firm. As financial advisor to Lee County, we will be happy to work with any qualified minority-owned firm selected by the County. In the past, we have worked jointly and successfully with many minority-owned firms in Florida. We believe in being team players and will accept the County's selection of a minority-owned firm.

i. Provide a listing of general governmental clients over the past three (3) years to whom the firm has served as financial advisor including name of contact persons and phone numbers

REFERENCES

Below and in this section, you will find references where we have served as financial advisor. We proudly encourage you to call any of our clients for references. We have had financial relationships with them for an average of **over 16 years and in some cases, for over 25 years**.

CLIENT	CONTACT PERSON	ADDRESS
City of Atlantic Beach Client Since 1998 (13 Years)	Mr. Nelson Van Liere 904-247-5807 nvanliere@coab.us	800 Seminole Road Atlantic Beach, FL 32233
City of Aventura Client Since 2002 (9 Years)	Mr. Brian Raducci 305-466-8920 braducci@cityofaventura.com	19200 W. Country Club Dr. 5th Floor Aventura, FL 33180

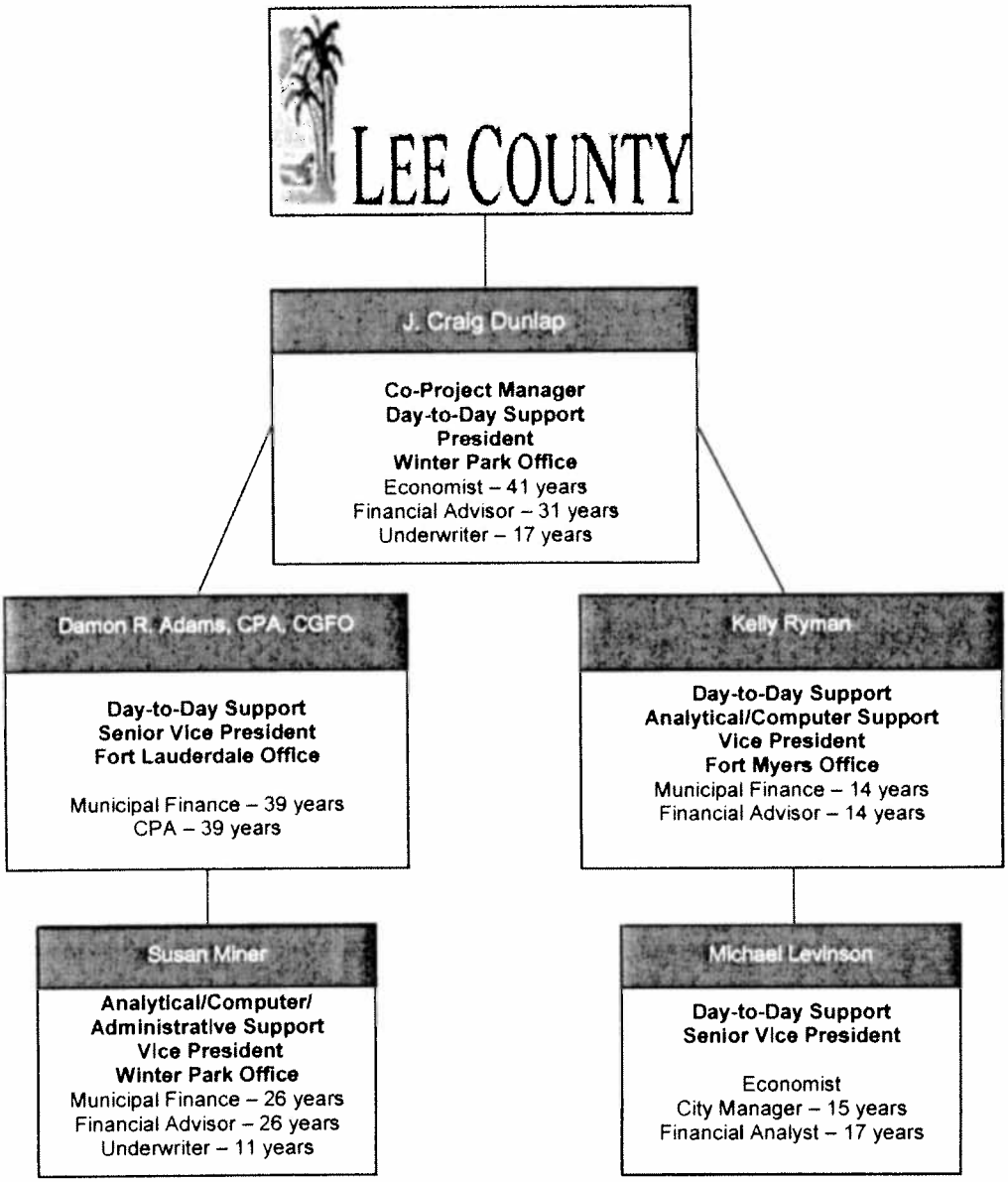
Bethune-Cookman University Client Since 2008 (3 Years)	Dr. Dean Montgomery 386-481-2030 montgomd@cookman.edu	640 Dr. Mary McLeod Bethune Blvd. Daytona Beach, FL 32114
City of Casselberry Client Since 2003 (8 Years)	Mr. Randy Newlon 407-262-7700 Ext. 1147 finance.director@casselberry.org	95 Triplet Lake Drive Casselberry, FL 32707
City of Coral Springs Client Since 1990 (21 Years)	Ms. Susan Grant 954-344-1148 sgrant@coral-springs.fl.us	9551 W. Sample Road Coral Springs, FL 33065
City of Dania Beach Client Since 2010 (1 Year)	Mr. Mark Bates 954-924-6800 mbates@ci.dania-beach.fl.us	100 W. Dania Beach Blvd. Dania Beach, FL 33004
Town of Davie Client Since 2006 (5 Years)	Mr. William Ackerman 954-797-1050 william_ackerman@davie-fl.gov	6591 Orange Drive Davie, FL 33314
City of DeBary Client Since 2006 (5 Years)	Mr. James Seelbinder 386-668-2040 jseelbinder@debary.org	850 North Charles Richard Beal Blvd. DeBary, FL 32713
City of Destin Client Since 2007 (4 Year)	Mr. Greg Kisela 850-837-4242 gkisela@cityofdestin.com	4200 Two Trees Road Destin, FL 32541
Florida Atlantic University Client Since 2007 (4 Years)	Mr. Dennis Crudele 561-297-3266 crudele@fau.edu	777 Glades Road Boca Raton, FL 33431
Florida Gulf Coast University Client Since 2010 (1 Year)	Mr. Curtis Bullock 239-590-1120 cbullock@fgcu.edu	10501 FGCU Blvd. South Fort Myers, FL 33965
Florida International University Client Since 2006 (5 Years)	Mr. Tony Vu 305-348-2544 tony.vu@fiu.edu	1120 S.W. 8th Street Miami, FL 33199

Florida Municipal Power Agency Client Since 2003 (8 Years)	Mr. Nick Guarriello 407-355-7767 nick.guarriello@fmpa.com	8553 Commodity Circle Orlando, FL 32819	
Florida State University Client Since 1994 (14 Years)	Mr. Andy Miller 850-644-3484 amiller@admin.fsu.edu	225 University Center Suite C 5100 Tallahassee, FL 32306	
City of Holly Hill Client Since 2001 (10 Years)	Mr. Kurt Swartzlander 386-248-9427 kswartzlander@hollyhillfl.org	1065 Ridgewood Avenue Holly Hill, FL 32117	
City of Jacksonville Beach Client Since 1994 (17 Years)	Mr. Harry Royal 904-247-6274 hroyal@jaxbchfl.net	11 N. Third Street Jacksonville Beach, FL 32250	
Keys Energy Services Client Since 1996 (15 Years)	Mr. Jack Wetzler 305-295-1012 jack.wetzler@keysenergy.com	1001 James Street Key West, FL 34741	
Kissimmee Utility Authority Client Since 1990 (21 Years)	Mr. Joe Hostetler 407-933-7777 Ext. 1125 jhostetl@kua.com	1701 W. Carroll Street Kissimmee, FL 34741	
City of Lauderhill Client Since 2005 (6 Years)	Mr. Kennie Hobbs 954-730-3033 khobbs@lauderhill-fl.gov	2800 Inverrary Blvd. Lauderhill, FL 33319	
City of Maitland Client Since 2003 (8 Years)	Ms. Sharon Anselmo 407-539-6201 sanselmo@ci.maitland.fl.us	1776 Independence Lane Maitland, FL 32751	
City of Oakland Park Client Since 2009 (2 Years)	William F. Underwood, II 954-630-4252 wunderwood@oaklandparkfl.org	3650 N.E. 12th Avenue Oakland Park, FL 33334	
City of Ocala Client Since 2000 (11 Years)	Mr. Matt Brower 352-351-6600 mbrower@ocalafl.org	2100 NE 30th Avenue Ocala, FL 34470	
City of North Miami Beach Client Since 2011	Ms. Roslyn Weisblum 305-948-2930 Roslyn.Weisblum@citynmb.com	17011 NE 19 Avenue North Miami Beach, FL 33162	

Pasco County Client Since 1978 (33 years)	Mr. Mike Nurrenbrock 727-847-8129 mnurrenbrock@pascocountyfl.net	7530 Little Road New Port Richey, FL 34654
Reedy Creek Improvement District (Disney) Client Since 1990 (21 Years)	Ms. Ann Blakeslee 407-828-3548 ablakeslee@rcid.dst.fl.us	1900 Hotel Plaza Boulevard Lake Buena Vista, FL 32830
City of Temple Terrace Client Since 1980 (31 Years)	Ms. Diane Reichard 813-989-7103 dreichard@templeterrace.com	11250 N. 56th Street Temple Terrace, FL 33617
University of Central Florida Client Since 2003 (8 Years)	Mr. Bill Merck 407-823-2351 wmerck@mail.ucf.edu	P.O. Box 163555 Orlando, FL 32816
City of Vero Beach Client Since 1978 (33 Years)	Mr. Stephen Maillet 772-978-4770 smaillet@covb.org	1053 20th Place Vero Beach, FL 32961
City of Winter Park Client Since 2003 (8 Years)	Mr. Randy Knight 407-599-3236 rknight@ci.winter-park.fl.us Mr. Wes Hamil 407-599-3381 whamil@ci.winter-park.fl.us	401 S. Park Avenue Winter Park, FL 32789

j. Organizational chart of the financial team, including sub-consultants

Provided below is a chart of the individuals assigned to work with Lee County, Florida.



k. Brief one page narrative of any unique or creative approach your firm would propose to financial advisory work

Dunlap & Associates, Inc. will continue to review with the County their current needs and provide suggestions to achieve those goals. The personnel employed at our firm have over 130 years of combined experience in the field of public finance. As a result of this experience, we have structured and have "hands-on experience" with a myriad of innovative financing structures.

Based upon discussions with the County, staff has expressed their need for interim financing from time to time. The Florida Association of Counties currently has a commercial paper program which the County has obtained approval to participate in. However, the County is restricted to the Program's covenants and fees which does not provide the County with maximum financing flexibility. Dunlap & Associates, Inc. continues to recommend that the County create their own Commercial Paper Program with Lee County as the Issuer. Under the current Letter of Credit marketplace, banks have an increased appetite for these types of transactions given their high liquidity levels. By being the Issuer, we can assist the County in negotiating less restrictive covenants and lower costs of issuance, which, combined with historically low interest rate levels, will produce the lowest short term cost of borrowing.

Commercial Paper Program for Lee County

Currently, financial institutions are highly liquid and have expressed their willingness to issue Letter of Credits for Florida issuers to support their commercial paper programs. The commercial paper program could be structured so that the County can utilize it for short term funding of tax-exempt or taxable projects. Commercial Paper is purchased, traded and matures at par and is considered one of the lowest cost and versatile securities of the short-term municipal market. The County would finance their short term funding needs through their own Commercial Paper Program. The County could structure the Program to meet their needs. Some advantages would be:

- Commercial Paper obligations are issued for varying terms (1 to 270 days) thus allowing the County to determine the appropriate length instead of meeting the required dates of the Florida Association of Counties' repayment dates.
- Backed by a letter of credit to achieve low interest rates. The estimated variable rate cost of borrowing under a commercial paper program as of July 20, 2011 would be 0.95% versus a bond issue with an All-In TIC of 3.75% (15 years). The 0.95% assumes letter of credit fees of 0.80% plus remarketing fees of 0.08% and SIFMA 0.07%, which equals 0.95%
- Interest accrued only on the amount outstanding
- Frees up working capital for other purposes
- Minimal up front disclosure requirements and quick turn-around of documents
- May be used as a way to balance overall debt and takes advantage of low short term rates

The Program would require monitoring of interest rate risk which could arise if short term rates begin to increase. Dunlap & Associates, Inc. would assist the County with monitoring of the program and provide advice as to when to set/convert the variable rate to a fixed rate through a bond issue. As with any variable rate debt instrument, there would be interest rate risk. With adequate budgeting, the Commercial Paper Program could offset any of these risks.

Fuel Hedging

A Fuel Hedging Program is a tool that governmental entities can use to reduce their exposure to rising fuel costs. Fuel Hedging contracts allow governmental entities the ability to fix fuel costs through a commodity swap or option. Through discussions with staff, this Program may be beneficial to the County. Dunlap & Associates, Inc. can assist the County with the creation of such a Program along with bidding of the fuel option to assure a positive outcome. If not executed properly, this process can result in unfavorable and costly positions for the County. Dunlap & Associates, Inc., as Financial Advisor to the Florida Municipal Power Agency, has experience in this process and will assist staff in obtaining additional information to evaluate the benefits and drawbacks of fuel hedging.

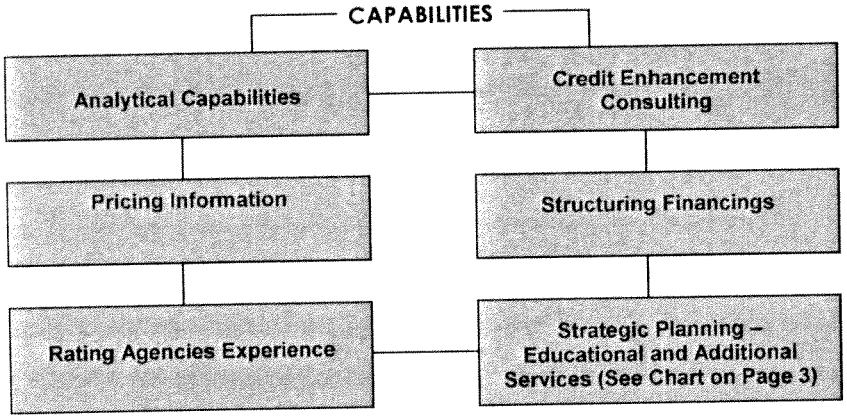
I. Provide an analysis as to why your firm is uniquely qualified to serve as the County's general financial advisor

Dunlap & Associates, Inc. has consistently demonstrated throughout the years of service to our clients and to the County, our knowledge of municipal finance and how that knowledge translates into innovative financing techniques that have saved millions of dollar in financing costs.

Dunlap & Associates, Inc. is the leading financial advisor in Florida, bringing clients a broad range of experience in public finance, investment management and innovative financing concepts. Our professionals are the most experienced in Florida in advising clients in the suitability of all interest rate hedging products and other alternatives, including restructurings and unwinding of hedging products.

Our financial advisory services range in scope from: strategic planning issues, debt and investment policy drafting, sensitivity analysis, rating agency presentations, structuring innovative financings, debt capacity analysis, potential for current or advance refinancing opportunities, escrow investment restructuring, general obligation debt and revenue backed financings, tax increment financing, certificate of participation financing, interest rate hedging products and competitively bidding bond proceeds.

For an understanding of the different areas of expertise that Dunlap & Associates, Inc. can provide to the County, we offer the following comprehensive list of possible services that can be provided to the County. As you can see, our list of services are unmatched by our competitors. Those services include:



Analytical Capabilities

Dunlap & Associates, Inc. has the most advanced computer capabilities, telecommunications and market information systems available in the industry. Our firm has state-of-the-art computer equipment, including local units which enable us to promptly verify bids or escrow requirements. Currently, we maintain the most modern software program for sizing, structuring, refunding, data base and graphics. Additionally, our programs are able to provide for optimum open market escrow funding through linear programming techniques which have proven valuable in periods of negative arbitrage. Our analytical and computer capabilities are available to our clients for all phases of their financings. In fact, with our local units we can provide clients with this information while we are at their offices. This will prove extremely beneficial, especially during volatile market conditions. The accuracy of all of our software has been actuarially verified by major accounting firms involved in the verification of bond issues and/or escrow funds. Dunlap & Associates, Inc.

provides its clients with a comprehensive array of analytical capabilities. Dunlap & Associates, Inc. professionals include members experienced in credit research, economic analysis, computer analysis, municipal bond structuring and refunding techniques. Dunlap & Associates, Inc. maintains the most advanced and sophisticated computer capabilities. Each member of Dunlap & Associates, Inc.'s professional staff is provided with a personal computer. We also provide employees with remote transmission capabilities for field use.

To supplement Dunlap & Associates, Inc. in-house financial analysis models, Dunlap & Associates, Inc. uses a bond structuring program developed by DuBois, Brown & Co., Inc., which optimally sizes and structures debt issues given any number of constraints. This municipal finance program, which currently constitutes the industry standard, is integrated with other proprietary computer programs transformed into graphics for presentation purposes. Dunlap & Associates, Inc. maintains extensive computer applications which are used for debt structuring, cash flow analyses, debt management, investment management, leasing analyses, and other modeling requirements. These applications include Windows XP and Microsoft Office Suite (includes Word, Excel, PowerPoint and Access).

The County is aware of Ms. Ryman's analytical capabilities as demonstrated in the past decade. She has provided the County with assessment calculations, preliminary debt service schedules and final debt calculations as can be seen in the majority of the final financial advisory memos in the County's possession.

Pricing Information

Our access to market information is among the finest in the industry. Available resources include real-time Telerate, Market Master and Reuters as well as syndicate managers with major municipal securities underwriting desks in Florida and New York. In short, our pulse is continually on the market. This capability is critical during the pricing of issues, especially because unlike other firms, we do not rely on second-hand information.

Rating Agency Experience

Dunlap & Associates, Inc. is the most experienced financial advisory firm in Florida with the credit rating process. Our philosophy is to take a very pro-active role in dealing with nationally recognized credit rating agencies in order to improve the credit ratings of the clients. Over the years, we have developed strong working relationships with the rating agencies because we understand the review process and requirements. With this in-depth knowledge, we properly prepare our clients to address all potential questions from the rating agencies and resolve any potential issues prior to the presentation. This results in a well orchestrated and detailed presentation to achieve the highest possible credit rating. Though this preparation does not always guarantee a rating upgrade, it is essential to have an experienced credit analyst at our firm assist the County in this process.

Credit Review

Dunlap & Associates, Inc. has a team of professionals previously trained as credit analysts at major banking institutions. These professionals continually monitor our clients' financial condition and submit annual or semi-annual credit rating reviews or requests for credit rating upgrades, depending on the financial condition of each client. This internal semi-annual and annual credit rating evaluation process is an essential part of our ongoing financial advisory services.

Structuring a Financing

Our in-depth knowledge of the rating agency process, the criteria and guidelines for each type of financing, allows us to structure each financing to achieve the highest possible credit rating while providing a maximum of financing flexibility to our clients, and in turn, achieve the lowest interest rate cost. Throughout our financial advisory experience, we have been successful in obtaining and identifying possible credit rating upgrades for our clients and to position each one of them in an optimal financial position to achieve high credit ratings.

Credit Upgrades

Our Florida clients, which are listed on the map found under Question "e", have had relationships with our firm for over 16 years on average. Consequently, we have been there to apply for their first credit rating and throughout the years have achieved upgrades for many of them. In fact, we obtained the only water and sewer revenue bond rated AAA in Florida on behalf of our client, the City of Naples, after having been in a credit rating downgrade position in the early 1990's. Similarly, for the City of Coral Springs general obligation bonds, we were also able to obtain the highest rating of AAA from Moody's, Fitch and Standard & Poor's.

Dunlap & Associates, Inc. continuously reviews the County's rating reports. The County's underlying ratings are all in the "A" category and above. With changes in legislature and current market conditions, Dunlap & Associates, Inc. will continue to assist the County with reviewing their current ratings with all three rating agencies and prepare a plan to help the County maintain their ratings.

Financial Sustainability Planning

With assistance from the County, Dunlap & Associates can provide a comprehensive overview and evaluation of outstanding debt, operating budgets, capital improvement plans, outsourcing contracts, and other pertinent financial and operational information to ascertain ways to reduce expenses and enhance revenues moving forward.

Benefits to the County

Through these quantitative resources, industry contacts and the experience of the individuals assigned, there is no other firm more qualified than Dunlap & Associates, Inc. to serve in the capacity of Financial Advisor to the County. Our knowledge of the County will allow us to continue to assist the County with up to the minute review and analysis of the County's debt. We will be able to evaluate refunding opportunities, present innovative ideas and respond to proposals received from underwriting firms.

As Dunlap & Associates, Inc. has demonstrated over the last three years, we continuously review the County's outstanding debt for any refunding opportunities. Recently we have recommended to the County to refund the Transportation Facilities Refunding Bonds, Series 2001 which currently provides over 5.00% savings. We have recommended to complete the refunding as a bank loan instead of the traditional refunding bond issue. By using this financing option, the County would recognize a lower cost of issuance and usually alower interest cost. We will continue to monitor this refunding and will advise the County if another financing vehicle would provide more cost savings to the County.

As we have noted to Staff, the County's Debt Manual is well written and used by our firm on a regular basis. The information found that the County has approximately 2% of variable rate debt with the Florida Association of Counties, Commercial Paper Program and approximately 98% of fixed rate debt. This conservative approach to debt has shielded the County from the current market situation.

Type of Debt

Funding Sources - Debt Manual FY09-10

Ms. Ryman also has extensive knowledge with the County's MSTU/MSBU program. She has provided the County with preliminary assessment calculations, final tax roll calculations and assisted with implementing the current loan program that funds the assessment financings in the past. With her knowledge of the Program, Ms. Ryman would review current outstanding assessment loans and determine if any would benefit from refunding since all of the assessment loans are prepayable without penalty. If there are any candidates, the refundings would provide savings to the taxpayers and positive media attention.

Provided below is additional information on unique and innovative concepts Dunlap & Associates, Inc. has assisted our financial advisory clients which demonstrates our firm's unique qualifications.

Kissimmee Utility Authority (KUA)

The Kissimmee Utility Authority has been a client of Dunlap & Associates, Inc. for over 20 years. In 2003, KUA developed a $60.7M Commercial Paper Program to partially finance the construction of a 250 megawatt combined Cycle Power Plant located at Cane Island, Florida. A concept developed by Dunlap & Associates and KUA was to secure a Line of Credit which is less expensive than a Letter of Credit. The Remarketing Agent was able to sell this Commercial Paper debt using the Liquidity features of a Line of Credit and the credit features of the underlying ratings of A1 and A+ assigned to KUA by Moody's and Fitch.

City of Coral Springs Variable Rate Program with No Line or Letter of Credit

The City of Coral Springs, Florida refunded their prior Sunshine Governmental Financing Commission debt through a newly created Pool Program, Florida Intergovernmental Finance Commission (FIFC). The primary reason for doing this was the City's increasing underlying ratings which allowed the City to obtain more cost effective financing than that offered by SSGFC.

At the time this refinancing was done in 2001, the City of Coral Springs, Florida had ten years remaining on its Capital Improvement debt. Dunlap & Associates, Inc. developed a finance structure for the City which issued 10-year fixed rate, non-amortizing debt. At the time of issuance, the City entered into an "interest rate swap" whereby the Counterparty paid the City a fixed rate equivalent to the coupon rate on the City's debt in exchange for the City paying a variable rate (SIFMA) plus 9 basis points. The FIFC had Program Administrative fees of 8 basis points; therefore, bringing the variable rate costs for Coral Springs to SIFMA plus 17 basis points. This all-in cost was well below other variable rate programs and did not require any ongoing Letter of Credit or Remarketing costs.

During this 10-year amortization period, the City would self-amortize this debt so that in 2011, the debt was fully retired.

CityPlace Project in West Palm Beach, Florida

Dunlap & Associates, Inc. developed a financing structure for the CityPlace CDD in 1998 which involved the use of (1) a portion ($2,000,000) of the existing Tax Increment Revenues (Coverage Revenues), (2) Tax Increment Revenues from the newly created CRA where the CityPlace Project was to be constructed, (3) Special Assessments levied on Lessee's occupying space within the CityPlace CDD and (4) a Debt Service Reserve Deficiency Agreement between the CityPlace CDD and the City of West Palm Beach, Florida. This Deficiency Agreement allowed the bonds to be insured by MBIA, thus lowering the interest rate on the Series 1998 CityPlace Bonds. This Deficiency Agreement was eliminated in 2008 when the Tax Increment Revenues and Special Assessment Revenues equaled 1.50x coverage for two historical years on the Maximum Annual Debt Service.

Lee County, Florida $79,883,000 Tourist Development Tax Revenue Bonds, Series 2010A and 2010B

This issue was done to construct a new Spring Training Facility for the Boston Red Sox. The financing structure involved the issuance of $37,403,000 of Federally Taxable Build America Recovery Zone Economic Development Bonds which carried a 45% direct interest subsidy and $42,480,000 of Federal Taxable Build America Bonds which carried a 35% direct interest subsidy. Dunlap & Associates, Inc. developed an amortization structure which retired the 35% direct subsidy debt first and the 45% direct subsidy debt last. This amortization structure allowed Lee County, Florida to secure a net interest cost rate of 3.64% for 30-year debt. This low cost of borrowing required fewer Tourist Development Tax dollars to be used for debt service, thus making more of the Tourist Development Tax dollars to be utilized for Economic Development.

m. List the various types of municipal debt issuances on which the firm has served as financial advisor

The personnel employed at our firm have combined over 130 years of experience in the field of public finance. As a result of this experience, we have been exposed to and have "hands-on experience" with a myriad of financing structures. We have included on the following pages various types of municipal debt issuances, both new money and refunding, on which our firm has served as financial advisor over the past three (3) years. We have also provided, behind Exhibit A, a detailed list of issues.

Bank Loans · Variable Rate · Fixed Rate · AMT and Non-AMT · Bank Qualified and Non-Bank Qualified · Rate Locks	Variable Rate Bonds · Commercial Paper · Variable Rate Demand Bonds · Auction Rate Securities
Fixed Rate Bonds · Bond Anticipation Notes · Tax Anticipation Notes · Revenue Anticipation Notes · Long Term Fixed Rate Bonds · Insured/Rated/Non-Rated	Interest Rate Hedges · Interest Rate Swaps · Interest Rate Caps · Interest Rate Collars · Swaptions · Forward Starting Swaps

Financing Types

Airport Facility Bonds (AMT and No-AMT) Passenger Facility Charges Sales Tax Franchise Fees Guaranteed Entitlement Local Option Gas Tax Gas Tax	General Government Ad Valorem Non-Ad Valorem Covenant to Budget and Appropriate Special Assessments Water and Sewer Solid Waste

Staff Florida Experience

Mr. Craig Dunlap, **President of the Company**, will have the **primary responsibility** for providing services to the County. Mr. Dunlap has over 41 years of experience in the public finance industry. **As owner of the Company, he ensures that his personnel on this relationship are available 24 hours per day, 365 days per year**, if necessary.

The following is **Mr. Duniap**'s recent experience by category:

Wastewater/Water/Sewer

Bartow
Cocoa
Coral Springs
Davie
DeBary
Fort Lauderdale
Holly Hill
Lauderhill
Oakland Park
Pompano Beach
Vero Beach
Winter Park
Pasco County
Florida Governmental Utility Authority

Capital Improvement

Cocoa
Coral Springs
Daytona Beach
DeBary
Fort Lauderdale
Lauderhill
Ocala
Vero Beach
West Palm Beach
Winter Park
Florida Atlantic University
Florida Gulf Coast University
Florida International University

Pooled Loan Programs

Sunshine State Governmental Financing Commission
Florida Intergovernmental Finance Commission

Community Redevelopment Agencies

Boca Raton
Celebration CDD
Daytona Beach
Enterprise CDD
Midtown Miami CDD
Temple Terrace CDD
Winter Park CRA

Special Assessment

Celebration CDD
Daytona Beach
Enterprise CDD
Midtown Miami CDD
Osceola County

Ms. Kelly Ryman, Vice President, will have the **primary day-to-day responsibility** for providing services to the County. Ms. Ryman has over 14 years of experience in the public finance industry. The following is **Ms. Ryman**'s experience by category:

Wastewater/Water/Sewer

Bartow
Cocoa
Coral Springs
Davie
DeBary
Fort Lauderdale
Holly Hill
Lauderhill
Lee County
Oakland Park
Pompano Beach
Vero Beach
Winter Park
Pasco County

Capital Improvement

Cocoa
Coral Springs
DeBary
Lauderhill
Ocala
Vero Beach
West Palm Beach
Winter Park
Lee County
Florida Atlantic University
Florida Gulf Coast University
Florida International University

Community Redevelopment Agencies

Boca Raton
Celebration CDD
Enterprise CDD
Midtown Miami CDD

Special Assessment

Celebration CDD
Enterprise CDD
Midtown Miami CDD
Osceola County
Sunshine Water Control District

Tourist Development Tax

Lee County

Mr. Damon Adams, Senior Vice President, will provide **day-to-day support** for providing services to the County. Mr. Adams has over 39 years of experience in the public finance industry. The following is **Mr. Adam**'s experience by category:

Wastewater/Water/Sewer

Coral Springs
Davie
Fort Lauderdale
Lauderhill
Oakland Park

Capital Improvement

Coral Springs
Lauderhill
West Palm Beach
Florida Atlantic University
Florida International University

Community Redevelopment Agencies

Fort Lauderdale CRA
Midtown Miami CDD

Special Assessment

Fort Lauderdale
Midtown Miami CDD

Mr. Michael Levinson, Senior Vice President, will form part of the financing team. Mr. Levinson is a former **City Manager of the City of Coral Springs for 15 years**. Mr. Levinson brings to the table the **perspective and experience of the Issuer**. Mr. Levinson serves as First President Emeritus of the Florida Sterling Council and has been also been recognized with numerous awards, including Tribute, Florida House of Representatives. The City of Coal Springs, under the stewardship of Mr. Levinson, received the Malcolm Baldrige National Quality Award. He was also recognized by the Board of County Commissioners of Broward County dedicating October 30, 2010 as Michael Levinson Appreciation Day for 15 years of exemplary service as the City of Coral Springs' City Manager.

The following is **Ms. Miner** experience by category:

Wastewater/Water/Sewer

Bartow
Cocoa
Coral Springs
Davie
DeBary
Fort Lauderdale
Holly Hill
Lauderhill
Oakland Park
Pompano Beach
Vero Beach
Winter Park
Pasco County

Capital Improvement

Cocoa
Coral Springs
DeBary
Lauderhill
Ocala
Vero Beach
West Palm Beach
Winter Park
Florida Atlantic University
Florida Gulf Coast University
Florida International University

Community Redevelopment Agencies

Boca Raton
Celebration CDD
Enterprise CDD
Midtown Miami CDD

Special Assessment

Celebration CDD
Enterprise CDD
Midtown Miami CDD
Osceola County
Sunshine Water Control District

n. List the various types of municipal debt issuances on which the firm as served has underwriter over the past three (3) years

Dunlap & Associates, Inc. is an independent financial advisory firm and does not engage in underwriting services. Therefore, we have not served as an underwriter on any debt issuances.

o. Provide a listing of the Florida Issuances in which your firm has participated and what capacity your firm has serve over the past three (3) years

Dunlap & Associates, Inc. is an independent financial advisory firm. We do not provide underwriting services. Therefore, all the deals listed below have been performed as financial advisor. We have provided a list of Florida financings behind Exhibit A.

p. Give a description of the firm's financial background and advisory capabilities included 10(K) forms as filed for the past three (3) years

Dunlap & Associates, Inc. was established in June, 1995 and has maintained an office in Florida for sixteen years. In 2001, we established an office in Fort Lauderdale. Dunlap & Associates, Inc. added a Fort Myers office in 2007 to our public finance network with Kelly Ryman heading that office. The President and originator of Dunlap & Associates, Inc. has been in the municipal finance business for **41 years** exclusively in Florida. He has served as Division of Bond Finance Director for the State of Florida, Director for Dean Witter Reynolds, an investment banking firm and Director of Evensen Dodge, a financial advisory firm, prior to starting Dunlap & Associates, Inc. in 1995. The team of professionals assigned to this account is comprised of the most senior and experienced public finance professionals in the industry, specifically, in Florida. These professionals include: economists, CPA's, doctorates in finance, former investment bankers, former commercial bankers and registered investment advisory and registered brokers.

We are privately owned and are not required to file 10K's. Included as Exhibit B are Federal tax returns for the years 2007, 2008 and 2009 which have been independently reviewed by the firm of Sines, Girvin, Blakeslee & Campbell, Certified Public Accountants. The 2010 tax return is in the process of being prepared.

Dunlap & Associates, Inc. is legally authorized, pursuant to the requirements of the Florida Statutes, to do business in the State of Florida.

q. Provide a listing of projects and/or analyses which are not related to the issuance of debt.

Dunlap & Associates, Inc. provides a wide range of services separate from debt issuances. We have assisted with preparations of debt and investment policies, reviewed Capital Plans, assist with renewing of Letter of Credit facilities for outstanding variable rate debt, and assisted with preparation of Bondholder reports.

In addition to providing the full range of services provided on under Question e., we provide financial consulting in the following areas:

1. **Structuring Public/Private Partnerships**

   Dunlap & Associates will advise the County on how to responsibly and effectively leverage their scarce resources with those of the private sector to accomplish objectives otherwise financially unattainable.

2. **Financial Sustainability Planning**

   With assistance from the County, Dunlap & Associates can provide a comprehensive overview and evaluation of outstanding debt, operating budgets, capital improvement plans, outsourcing contracts, and other pertinent financial and operational information to ascertain ways to reduce expenses and enhance revenues moving forward.

3. **Privatizing Municipal Services**

   Dunlap & Associates, Inc. can assist in the development of a Managed Competition Program, including the preparation of appropriate solicitation materials, the evaluation of proposals and negotiations with preferred vendors.

4. **Business Planning**

   Dunlap & Associates will advise the County, employing a proven business model for local government, on how to better align its scarce resources with the needs and expectations of its residents, businesses and visitors.

5. **Annually or as needed review, comment and update debt and investment policies for clients**:

   As part of our services, we review our clients' debt and investment polices as market conditions change, specifically these days when municipal insurance company's credit ratings are constantly changing. An updated review of these ratings is provided on the following page:

Bond Insurer Ratings Grid

As of 05/09/2011

RATING ISSUED BY	Assured Guaranty	AGM (formerly FSA)	NPFG (formerly MBIA)	BHAC
Moodys	Aa3	Aa3	Baa1	Aa1
S&P	AA+	AA+	BBB	AA+
Fitch	NR	NR	NR	NR
Moodys	NEG	NEG	DEVELOP	STABLE
S&P	STABLE	STABLE	-	STABLE
Fitch	-	-	-	-

6. Fuel Hedging

Dunlap & Associates, Inc. can assist the County in the creation of a Fuel Hedging Program and help assure a positive result.

7. Legislation and Market Conditions relating to Debt

Dunlap & Associates, Inc. can assist the staff with education on upcoming Legislation and market conditions so that staff can be better prepared to make decisions relating to debt issuances.

r. Describe what compensation arrangement is desired e.g. whether compensation will be based on transaction basis vs. hourly rates

Dunlap & Associates, Inc. is providing the following cost proposal for the County's consideration:

For all services not directly related to the issuance of bonds or notes:

1. Hourly rate for time and services for all officers, Senior Vice Presidents and Vice Presidents

   $170.00/ hour President

   $150.00/ hour Senior and Vice Presidents

2. Hourly rate for time and services for all financial and computer analysts

   $130.00/ hour

3. Alternative cost to above hourly fees in the form of a monthly retainer (debt issuance fees are priced separately)

   $3,000.00/ monthly

4. For all services related to the issuance of bonds or notes issued by the County, regardless of the manner of sale per series

Amount	Fee per $1,000
First $20,000,000	$0.80 per bond
Second $20,000,000 and above	$0.60 per bond
Maximum fee per any singular issue	$80,000.00
Minimum fee per any singular issue	$15,000.00

If additional services, other than financial advisor services, are required, these fees will be negotiated at a later date and mutually agreed upon.

- For investment services, the Financial Advisor will arrange for the competitive bidding of bond proceeds and will be compensated by the successful bidder in an amount consistent with Federal tax regulations.

- The present value of 1.5 to 3 basis points per year on the notional amount for the average life of the swap will apply for any interest rate hedging products, including interest rate swaps in our role as Agent in these transactions.

- For escrow restructurings and any additional services, the fees will be negotiated on a case by case basis.

EXHIBIT A
Florida Financings 2008-2011

ISSUER	AMOUNT	DATE	SALE DESCRIPTION	SALE TYPE
Florida Municipal Power Agency	$24,305,000	6/21/11	St. Lucie Project Revenue Bonds, Series 2011B	Negotiated
Florida Municipal Power Agency	$34,870,000	6/21/11	St. Lucie Project Revenue Bonds, Series 2011A	Negotiated
Kissimmee Utility Authority	$30,005,000	6/16/11	Electric System Refunding Revenue Bonds, Series 2011	Negotiated
Florida Gulf Coast University Financing Corporation	$30,000,000	6/14/11	Capital Revenue Bonds, Series 2011A	Competitive
City of North Miami Beach	$14,835,000	6/10/11	Promissory Note, Series 2011 (Refunding of FMLC Loan)	Placement
Pasco County	$39,150,000	5/26/11	Solid Waste Disposal and Resource Recovery System Refunding Revenue Bonds, Series 2011 (AMT)	Negotiated
City of Holly Hill	$4,550,000	4/26/11	Water and Sewer System Revenue Bond, Series 2011	Placement
Sunshine Water Control District	$12,880,000	4/20/11	Special Assessment Revenue Improvement Bonds, Series 2011	Negotiated
Reedy Creek Improvement District	$47,715,000	4/20/11	Ad Valorem Tax Refunding Bonds, Series 2011	Placement
Lee County	$7,060,000	3/9/11	Capital Revenue Refunding Note, Series 2011 (2000)	Placement
City of Aventura	$5,565,000	1/25/11	Promissory Note, Series 2011 (Refunding of FMLC Loan)	Placement
City of Oakland Park	$15,637,000	12/30/10	Refunding Revenue Bonds, Series 2010 (Refunding of FMLC Loan)	Placement
City of Winter Park	$16,500,000	12/22/10	Water and Sewer Refunding Revenue Bonds, Series 2010	Placement
City of Winter Park	$5,245,000	12/20/10	Electric Refunding Revenue Bonds, Series 2010	Placement
Florida Municipal Power Agency	$20,500,000	12/17/10	St. Lucie Project Revenue Bonds, Series 2010	Placement
City of Atlantic Beach	$690,000	12/14/10	Utilities System Revenue Refunding Bonds, Series 2010B	Placement
City of Atlantic Beach	$9,137,440	12/14/10	Utilities System Subordinated Revenue Bonds, Series 2010A-2	Placement
City of Atlantic Beach	$892,560	12/14/10	Utilities System Revenue Bonds, Series 2010A-1	Placement
City of Coral Springs	$5,913,000	12/14/10	Capital Revenue Note, Series 2010 (Federally Taxable -Build America Bonds- Recovery Zone Economic Development Bonds-Direct Subsidy)	Placement
City of Cocoa	$24,770,000	12/13/10	Water and Sewer System Revenue Bonds, Series 2010 (Federally Taxable - Build America Bonds - Direct Subsidy)	Negotiated

ISSUER	AMOUNT	DATE	SALE DESCRIPTION	SALE TYPE
City of Cocoa	$3,200,000	12/7/10	Capital Improvement and Refunding Revenue Bond, Series 2010	Placement
Florida Atlantic University	$44,500,000	11/23/10	Capital Improvement Revenue Bonds (Football Stadium Project), Series 2010 (Direct Subsidy Build America Bonds)	Placement
City of Neptune Beach	$700,000	11/12/10	Infrastructure Surtax Revenue Bond, Series 2010B	Placement
City of Neptune Beach	$1,700,000	11/12/10	Infrastructure Surtax Revenue Bond, Series 2010A	Placement
Higher Educational Facilities Financing Authority	$23,825,000	10/29/10	Educational Facilities Revenue Bonds, Series 2010 (Bethune-Cookman University, Inc. Project)	Negotiated
City of Jacksonville Beach	$37,285,000	10/19/10	Utility Revenue Refunding Bonds, Series 2010	Competitive
Florida Governmental Utility Authority	$121,145,000	9/30/10	Utility Refunding Revenue Bonds (Aloha Utility System), Series 2010B (Federally Taxable Build America Bonds-Direct Subsidy)	Negotiated
Florida Governmental Utility Authority	$2,760,000	9/30/10	Taxable Utility Refunding Revenue Bonds (Aloha Utility System), Series 2010A	Negotiated
City of Lauderhill	$6,565,000	9/29/10	Half-Cent Sales Tax Revenue Refunding Bonds, Series 2010	Placement
City of Lauderhill	$10,000,000	9/29/10	Water Utility Tax Revenue Bonds, Series 2010	Placement
City of Aventura	$10,385,000	9/23/10	Promissory Note, Series 2010	Placement
Reedy Creek Improvement District	$12,150,000	9/23/10	Ad Valorem Tax Refunding Bonds, Series 2010	Placement
Florida Gulf Coast University Financing Corporation	$17,000,000	9/22/10	Capital Improvement Revenue Bonds, Series 2010B (Housing Acquisition Project)	Competitive
Lee County	$1,275,000	8/23/10	Tourist Development Tax Revenue Bonds, Series 2010C	Negotiated
Lee County	$37,403,000	8/23/10	Tourist Development Tax Revenue Bonds, Series 2010B (Federally Taxable Build America Bonds-Recovery Zone Economic Development Bonds-Direct Subsidy)	Negotiated
Lee County	$42,480,000	8/23/10	Tourist Development Tax Revenue Bonds, Series 2010A (Federally Taxable Build America Bonds-Direct Subsidy)	Negotiated
City of Oakland Park	$14,885,000	8/12/10	Water and Sewer Revenue Bonds, Series 2010	Negotiated
Town of Davie	$46,245,000	7/30/10	Water and Sewer Revenue Bonds, Series 2010 (Federally Taxable Build America Bonds-Direct Subsidy)	Negotiated

ISSUER	AMOUNT	DATE	SALE DESCRIPTION	SALE TYPE
City of Plant City	$7,045,000	7/29/10	Utility System Refunding Revenue Bonds, Series 2010	Placement
Florida Governmental Utility Authority	$52,475,000	7/22/10	Taxable Utility Revenue Bonds (North Fort Myers Utility System), Series 2010B (Federally Taxable - Build America Bonds - Direct Subsidy)	Negotiated
Florida Governmental Utility Authority	$9,965,000	7/22/10	Tax-Exempt Utility Revenue Bonds (North Fort Myers Utility System), Series 2010A	Negotiated
Florida Gulf Coast University Financing Corporation	$32,000,000	7/22/10	Capital Improvement Revenue Bonds, Series 2010A (Housing Project)	Negotiated
City of Winter Park	$2,370,000	7/15/10	Park Avenue Refunding Improvement Revenue Bonds, Series 2010	Placement
Lee County	$115,987.14	6/9/10	Revenue Note, Series 2010A (McGregor Isles)	Placement
City of Plant City	$4,610,000	6/3/10	Non-Ad Valorem Refunding Revenue Note, Series 2010	Placement
City of Dania Beach	$1,005,854.94	5/28/10	Lease/Purchase Agreement with TD Equipment Financing	Placement
City of Dania Beach	$3,500,000	5/4/10	General Obligation Bank Loan, Series 2010	Placement
City of Coral Springs	$8,735,000	4/6/10	Water and Sewer Revenue Refunding Bonds, Series 2010	Competitive
Florida Governmental Utility Authority	$24,665,000	2/25/10	Taxable Utility Revenue Bonds (Lindrick Utility System), Series 2010 (Federally Taxable - Build America Bonds - Direct Subsidy)	Negotiated
The FAU Finance Corporation	$3,365,000	2/24/10	Capital Improvement Subordinate Revenue Bonds (Innovation Village Project), Series 2010B	Placement
The FAU Finance Corporation	$112,455,000	2/24/10	Capital Improvement Revenue Bonds (Innovation Village Project), Series 2010A-BAB	Negotiated
The FAU Finance Corporation	$8,475,000	2/24/10	Capital Improvement Revenue Bonds (Innovation Village Project), Series 2010A (Tax-Exempt)	Negotiated
City of Winter Park Community Redevelopment Agency	$8,100,000	2/16/10	Redevelopment Revenue Bonds, Series 2010 (Community Center)	Placement
City of West Palm Beach	$15,140,000	2/9/10	Utility System Revenue Refunding Bonds, Series 2010	Negotiated
City of West Palm Beach	$11,170,000	1/21/10	Public Service Tax Refunding Bonds, Series 2010	Negotiated
Florida Governmental Utility Authority	$5,124,200	12/23/09	Utility Revenue Bonds (Consolidated Utility System), Series 2009	Placement
Miami-Dade County Industrial Development Authority	$5,310,000	12/16/09	Taxable Revenue Bonds, Series 2009B (FIU Football Stadium Project)	Negotiated
Miami-Dade County Industrial Development Authority	$30,000,000	12/16/09	Revenue Bonds, Series 2009A (FIU Football Stadium Project)	Negotiated
Florida Municipal Power Agency	$2,790,000	12/3/09	Tri-City Project Revenue Bonds, Series 2009A	Negotiated
Florida Municipal Power Agency	$37,820,000	12/3/09	St. Lucie Project Revenue Bonds, Series 2009A	Negotiated

ISSUER	AMOUNT	DATE	SALE DESCRIPTION	SALE TYPE
Florida Municipal Power Agency	$6,615,000	12/3/09	Stanton II Project Revenue Bonds, Series 2009A	Negotiated
Florida Municipal Power Agency	$9,360,000	12/3/09	Stanton Project Revenue Bonds, Series 2009A	Negotiated
City of Clewiston	$1,414,000	9/26/09	Revenue Note, Series 2009	Placement
City of Lauderhill	$6,500,000	9/4/09	Half-Cent Sales Tax Revenue Bonds, Series 2009	Placement
Pasco County	$115,655,000	9/3/09	Taxable Water & Sewer Revenue Bonds, Series 2009B (BABs-Direct Payment)	Negotiated
Pasco County	$31,715,000	9/3/09	Water and Sewer Revenue Bonds, Series 2009A	Negotiated
City of Winter Park	$45,685,000	9/2/09	Water & Sewer Refunding and Improvement Revenue Bonds, Series 2009	Negotiated
City of Winter Park	$6,965,000	8/28/09	Electric Refunding Revenue Bonds, Series 2009B	Negotiated
City of Winter Park	$28,020,000	8/28/09	Electric Refunding Revenue Bonds, Series 2009A	Negotiated
City of Destin	$8,500,000	8/25/09	Harbor Community Redevelopment Agency Tax Increment Revenue Bonds, Series 2009	Placement
Lee County	$450,554.75	8/19/09	Revenue Note, Series 2009A (Emily Lane Water and Sewer MSBU Project)	Placement
Kissimmee Utility Authority	$60,700,000	8/19/09	Electric System Refunding Revenue Bonds, Subordinate Series 2003 (Remarketing)	Negotiated
City of Cocoa	$6,675,000	7/30/09	Taxable Water & Sewer System Ref Rev Bonds, Series 2009C	Negotiated
City of Cocoa	$13,820,000	7/30/09	Water & Sewer System Refunding Revenue Bonds, Series 2009B	Negotiated
City of Cocoa	$8,795,000	7/30/09	Water & Sewer System Revenue Bonds, Series 2009A	Negotiated
Town of Davie	$60,000,000	5/29/09	Educational Facilities Revenue Bonds, Series 2009 (NSU Project)	Placement
City of DeBary	$5,000,000	5/27/09	Stormwater Utility Assessment Revenue Note, Series 2009	Placement
City of Lauderhill	$6,000,000	4/15/09	Stormwater Utility Revenue Bonds, Series 2009	Placement
Florida Municipal Power Agency	$15,235,000	3/16/09	All-Requirements Power Supply Project Revenue Bonds, Series 2009B	Negotiated
Florida Municipal Power Agency	$154,480,000	3/16/09	All-Requirements Power Supply Project Revenue Bonds, Series 2009A	Negotiated
City of Temple Terrace	$21,800,000	3/5/09	Taxable Non-Ad Valorem Revenue Note, Series 2009	Placement
Florida Governmental Utility Authority	$106,710,000	2/27/09	Utility Revenue Bonds, Series 2009 (Aloha Utility System Acquisition)	Placement

ISSUER	AMOUNT	DATE	SALE DESCRIPTION	SALE TYPE
Florida Municipal Power Agency	$74,810,000	11/19/08	All-Requirements Power Supply Project Variable Rate Demand Ref Rev Bonds, Series 2008E	Negotiated
Florida Municipal Power Agency	$42,305,000	11/19/08	All-Requirements Power Supply Project Variable Rate Demand Ref Rev Bonds, Series 2008D (Federally Taxable)	Negotiated
Florida Municipal Power Agency	$154,565,000	11/19/08	All-Requirements Power Supply Project Variable Rate Demand Ref Rev Bonds, Series 2008C	Negotiated
Florida Municipal Power Agency	$37,905,000	10/31/08	Stanton Project Refunding Revenue Bonds, Series 2008	Negotiated
Broward County Educational Facilities Authority	$60,000,000	10/17/08	Educational Facilities Revenue Bonds, Series 2008 (NSU Project)	Negotiated
City of Casselberry	$2,277,000	9/11/08	Taxable Land Acquisition Note, Series 2008	Placement
Florida Municipal Power Agency	$74,885,000	9/5/08	All-Requirements Power Supply Project Revenue Bonds, Series 2008B (Taxable)	Negotiated
Florida Municipal Power Agency	$509,555,000	9/5/08	All-Requirements Power Supply Project Revenue Bonds, Series 2008A	Negotiated
City of West Palm Beach	$99,990,000	8/19/08	Utility System Variable Rate Revenue Bonds, Series 2008C	Negotiated
City of Coral Springs	$16,830,000	7/31/08	Capital Revenue Refunding Bonds, Series 2008	Competitive
Kissimmee Utility Authority	$60,700,000	7/17/08	Electric System Refunding Revenue Bonds, Subordinate Series 2003	Negotiated
City of West Palm Beach	$14,835,000	6/18/08	Utility System Revenue Bonds, Series 2008B	Negotiated
City of West Palm Beach	$53,975,000	6/18/08	Utility System Revenue Refunding Bonds, Series 2008A	Negotiated
City of Vero Beach	$14,833,000	6/10/08	Water & Sewer System Refunding Revenue Note, Series 2008	Placement
City of Vero Beach	$8,247,000	6/10/08	Electric System Refunding Revenue Note, Series 2008	Placement
City of Vero Beach	$56,325,000	6/4/08	Variable Rate Electric Refunding Revenue Bonds, Series 2003A	Negotiated
Town of Davie	$6,010,000	5/15/08	Public Improvement Revenue Refunding Bonds, Series 2008B	Placement
Town of Davie	$1,825,000	5/15/08	Public Improvement Revenue Refunding Bonds, Series 2008A	Placement
Town of Davie	$1,541,250	5/15/08	General Obligation Refunding Bonds, Series 2008B	Placement
Town of Davie	$7,250,000	5/15/08	General Obligation Refunding Bonds, Series 2008A	Placement
City of Lake Worth	$66,000,000	5/1/08	Utility System Refunding Revenue Bonds, Series 2008	Placement

ISSUER	AMOUNT	DATE	SALE DESCRIPTION	SALE TYPE
Golden Knights Corporation	$16,700,000	4/10/08	Note, Series 2008	Placement
Pasco County	$45,700,000	2/27/08	Solid Waste Disposal & Res Rec Sys Ref Rev Bonds, Series 2008A (Taxable)	Negotiated
Pasco County	$19,945,000	2/21/08	Solid Waste Disposal & Res Rec Sys Rev Bonds, Series 2008D (Non-AMT)	Negotiated
Pasco County	$4,545,000	2/21/08	Solid Waste Disposal & Res Rec Sys Ref Rev Bonds, Series 2008C (AMT)	Negotiated
Pasco County	$15,090,000	2/21/08	Solid Waste Disposal & Res Rec Sys Ref Rev Bonds, Series 2008B (Non-AMT)	Negotiated

EXHIBIT B

FEDERAL TAX RETURNS

FOR YEARS

2007, 2008 and 2009

Form **1120S**

Department of the Treasury
Internal Revenue Service (77)

U.S. Income Tax Return for an S Corporation

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
▶ See separate instructions.

OMB No. 1545-0130

2007

For calendar year 2007 or tax year beginning , ending

A S election effective date 1/01/03	Use IRS label. Otherwise, print or type.	Name DUNLAP & ASSOCIATES, INC	D Employer identification number 59-3328233
B Business activity code number (see instructions) 523110		Number, street, and room or suite no. If a P.O. box, see instructions. 1146 KEYES AVE	E Date incorporated 6/07/1995
C Check if Sch. M-3 attached ☐		City or town, state, and ZIP code WINTER PARK FL 32789	F Total assets (see instructions) $ 135,095

G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No If "Yes," attach Form 2553 if not already filed

H Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change
(4) ☐ Amended return (5) ☐ S election termination or revocation

I Enter the number of shareholders in the corporation at the end of the tax year ▶ 1

Caution. Include **only** trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1a	Gross receipts or sales 804,190 b Less returns and allowances c Bal ▶	1c	804,190
	2	Cost of goods sold (Schedule A, line 8)	2	
	3	Gross profit. Subtract line 2 from line 1c	3	804,190
	4	Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)	4	
	5	Other income (loss) (see instructions—attach statement) See Stmt 1	5	865
	6	**Total income (loss).** Add lines 3 through 5 ▶	6	805,055
Deductions (see instructions for limitations)	7	Compensation of officers	7	310,000
	8	Salaries and wages (less employment credits)	8	152,500
	9	Repairs and maintenance	9	6,320
	10	Bad debts	10	
	11	Rents	11	72,000
	12	Taxes and licenses	12	28,953
	13	Interest	13	
	14	Depreciation not claimed on Schedule A or elsewhere on return (attach Form 4562)	14	343
	15	Depletion **(Do not deduct oil and gas depletion.)**	15	
	16	Advertising	16	1,724
	17	Pension, profit-sharing, etc., plans	17	
	18	Employee benefit programs	18	
	19	Other deductions (attach statement) See Stmt 2	19	161,191
	20	**Total deductions.** Add lines 7 through 19 ▶	20	733,031
	21	**Ordinary business income (loss).** Subtract line 20 from line 6	21	72,024
Tax and Payments	22a	Excess net passive income or LIFO recapture tax (see instructions) 22a		
	b	Tax from Schedule D (Form 1120S) 22b		
	c	Add lines 22a and 22b (see instructions for additional taxes)	22c	
	23a	2007 estimated tax payments and 2006 overpayment credited to 2007 23a		
	b	Tax deposited with Form 7004 23b		
	c	Credit for federal tax paid on fuels (attach Form 4136) 23c		
	d	Add lines 23a through 23c	23d	
	24	Estimated tax penalty (see instructions). Check if Form 2220 is attached ▶ ☐	24	
	25	**Amount owed.** If line 23d is smaller than the total of lines 22c and 24, enter amount owed	25	
	26	**Overpayment.** If line 23d is larger than the total of lines 22c and 24, enter amount overpaid	26	
	27	Enter amount from line 26 **Credited to 2008 estimated tax** ▶ **Refunded** ▶	27	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ Yes ☐ No

▶ Signature of officer J. CRAIG DUNLAP Date ▶ Title PRESIDENT

Paid Preparer's Use Only

Preparer's signature ▶ DEREK J. BLAKESLEE	Date 9/04/08	Check if self-employed ☐	Preparer's SSN or PTIN P00047299
Firm's name (or yours if self-employed), address, and ZIP code ▶ SINES GIRVIN BLAKESLEE & CAMPBELL CPA PA 800 S. DILLARD ST WINTER GARDEN, FL 34787			EIN 59-1567188 Phone no. 407-656-6611

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Form **1120S** (2007)

DAA

Schedule A Cost of Goods Sold (see instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement)	5	
6	**Total.** Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and on page 1, line 2	8	

9a Check all methods used for valuing closing inventory: (i) ☐ Cost as described in Regulations section 1.471-3
(ii) ☐ Lower of cost or market as described in Regulations section 1.471-4
(iii) ☐ Other (Specify method used and attach explanation.) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c) ▶ ☐

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ ☐

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO | 9d |

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? ☐ Yes ☐ No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? ☐ Yes ☐ No
If "Yes," attach explanation.

Schedule B Other Information (see instructions)

		Yes	No
1	Check accounting method: a [X] Cash b ☐ Accrual c ☐ Other (specify) ▶		
2	See the instructions and enter the: a Business activity ▶ PLACEMENT b Product or service ▶ BOND ISSUES		
3	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: **(a)** name and employer identification number (EIN), **(b)** percentage owned, and **(c)** if 100% owned, was a QSub election made?		X
4	Has this corporation filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?		X
5	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ ☐ If checked, the corporation may have to file **Form 8281,** Information Return for Publicly Offered Original Issue Discount Instruments.		
6	If the corporation: **(a)** was a C corporation before it elected to be an S corporation **or** the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation **and (b)** has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years ▶ $		
7	Enter the accumulated earnings and profits of the corporation at the end of the tax year. $		
8	Are the corporation's total receipts (see instructions) for the tax year **and** its total assets at the end of the tax year less than $250,000? If "Yes," the corporation is not required to complete Schedules L and M-1.		X

Schedule K Shareholders' Pro Rata Share Items

				Total amount
Income (Loss)	1 Ordinary business income (loss) (page 1, line 21)		1	72,024
	2 Net rental real estate income (loss) (attach Form 8825)		2	
	3a Other gross rental income (loss)			
	b Expenses from other rental activities (attach statement)	3a		
	c Other net rental income (loss). Subtract line 3b from line 3a	3b	3c	
	4 Interest income		4	
	5 Dividends: a Ordinary dividends		5a	
	b Qualified dividends	5b		
	6 Royalties		6	
	7 Net short-term capital gain (loss) (attach Schedule D (Form 1120S))		7	
	8a Net long-term capital gain (loss) (attach Schedule D (Form 1120S))		8a	
	b Collectibles (28%) gain (loss)	8b		
	c Unrecaptured section 1250 gain (attach statement)	8c		
	9 Net section 1231 gain (loss) (attach Form 4797)		9	
	10 Other income (loss) (see instructions) Type ▶		10	

DAA

	Shareholders' Pro Rata Share Items (continued)		Total amount
Deductions	11 Section 179 deduction (attach Form 4562)	11	
	12a Contributions Stmt 3	12a	7,190
	b Investment interest expense	12b	
	c Section 59(e)(2) expenditures (1) Type ▶ (2) Amount ▶	12c(2)	
	d Other deductions (see instructions) Type ▶ See Stmt 4	12d	31,413
Credits	13a Low-income housing credit (section 42(j)(5))	13a	
	b Low-income housing credit (other)	13b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13c	
	d Other rental real estate credits (see instructions) Type ▶	13d	
	e Other rental credits (see instructions) Type ▶	13e	
	f Credit for alcohol used as fuel (attach Form 6478)	13f	
	g Other credits (see instructions) Type ▶	13g	
Foreign Transactions	14a Name of country or U.S. possession ▶		
	b Gross income from all sources	14b	
	c Gross income sourced at shareholder level	14c	
	Foreign gross income sourced at corporate level		
	d Passive category	14d	
	e General category	14e	
	f Other (attach statement)	14f	
	Deductions allocated and apportioned at shareholder level		
	g Interest expense	14g	
	h Other	14h	
	Deductions allocated and apportioned at corporate level to foreign source income		
	i Passive category	14i	
	j General category	14j	
	k Other (attach statement)	14k	
	Other information		
	l Total foreign taxes (check one): ▶ ☐ Paid ☐ Accrued	14l	
	m Reduction in taxes available for credit (attach statement)	14m	
	n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	15a Post-1986 depreciation adjustment	15a	35
	b Adjusted gain or loss	15b	
	c Depletion (other than oil and gas)	15c	
	d Oil, gas, and geothermal properties-gross income	15d	
	e Oil, gas, and geothermal properties-deductions	15e	
	f Other AMT items (attach statement)	15f	
Items Affecting Shareholder Basis	16a Tax-exempt interest income	16a	
	b Other tax-exempt income	16b	
	c Nondeductible expenses	16c	7,929
	d Property distributions	16d	21,153
	e Repayment of loans from shareholders	16e	
Other Information	17a Investment income	17a	
	b Investment expenses	17b	
	c Dividend distributions paid from accumulated earnings and profits	17c	
	d Other items and amounts (attach statement)		
Recon-cilation	18 **Income/loss reconciliation.** Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l	18	33,421

DAA

Schedule L Balance Sheets per Books

		Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
	Assets				
1	Cash		105,625		119,442
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts	( )		( )	
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)				
6	Other current assets (attach statement)				
7	Loans to shareholders		25,000		15,000
8	Mortgage and real estate loans				
9	Other investments (attach statement)				
10a	Buildings and other depreciable assets	34,719		34,719	
b	Less accumulated depreciation	(33,723)	996	(34,066)	653
11a	Depletable assets				
b	Less accumulated depletion	( )		( )	
12	Land (net of any amortization)				
13a	Intangible assets (amortizable only)				
b	Less accumulated amortization	( )		( )	
14	Other assets (attach statement)				
15	Total assets		131,621		135,095
	Liabilities and Shareholders' Equity				
16	Accounts payable				
17	Mortgages, notes, bonds payable in less than 1 year				
18	Other current liabilities (attach statement)				
19	Loans from shareholders				
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (attach statement)				
22	Capital stock				
23	Additional paid-in capital		100		100
24	Retained earnings				
25	Adjustments to shareholders' equity (attach statement)		131,521		134,995
26	Less cost of treasury stock				
27	Total liabilities and shareholders' equity		131,621		135,095

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: Schedule M-3 required instead of Schedule M-1 if total assets are $10 million or more—see instructions

1	Net income (loss) per books	24,627	5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize): Stmt 5	865	a Tax-exempt interest $	
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize):		6 Deductions included on Schedule K, lines 1 through 12 and 14l, not charged against book income this year (itemize):	
a	Depreciation $		a Depreciation $	
b	Travel and entertainment $ 6,933			
	Stmt 6 996	7,929	7 Add lines 5 and 6	
4	Add lines 1 through 3	33,421	8 Income (loss) (Schedule K, line 18). Line 4 less line 7	33,421

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

		(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1	Balance at beginning of tax year	2,983		
2	Ordinary income from page 1, line 21	72,024		
3	Other additions			
4	Loss from page 1, line 21	( )		
5	Other reductions Stmt 7	(47,397)	( )	
6	Combine lines 1 through 5	27,610		
7	Distributions other than dividend distributions	21,153		
8	Balance at end of tax year. Subtract line 7 from line 6	6,457		

Form **1120S**

Department of the Treasury
Internal Revenue Service

U.S. Income Tax Return for an S Corporation

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
▶ See separate instructions.

OMB No. 1545-0130

2008

For calendar year 2008 or tax year beginning , ending

A S election effective date 1/01/03	Use IRS label. Otherwise, print or type.	Name DUNLAP & ASSOCIATES, INC	D Employer identification number 59-3328233
B Business activity code number (see instructions) 523110		Number, street, and room or suite no. If a P.O. box, see instructions. 1146 KEYES AVE	E Date incorporated 6/07/1995
C Check if Sch. M-3 attached ☐		City or town, state, and ZIP code WINTER PARK FL 32789	F Total assets (see instructions) $ 129,054

G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No If "Yes," attach Form 2553 if not already filed

H Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change
(4) ☐ Amended return (5) ☐ S election termination or revocation

I Enter the number of shareholders who were shareholders during any part of the tax year ▶ 1

Caution. Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1a	Gross receipts or sales 1,380,232 b Less returns and allowances c Bal ▶	1c	1,380,232
	2	Cost of goods sold (Schedule A, line 8)	2	
	3	Gross profit. Subtract line 2 from line 1c	3	1,380,232
	4	Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)	4	
	5	Other income (loss) (see instructions—attach statement) See Stmt 1	5	885
	6	**Total income (loss).** Add lines 3 through 5 ▶	6	1,381,117
Deductions (see instructions for limitations)	7	Compensation of officers	7	377,000
	8	Salaries and wages (less employment credits)	8	167,800
	9	Repairs and maintenance	9	962
	10	Bad debts	10	
	11	Rents	11	72,000
	12	Taxes and licenses	12	47,256
	13	Interest	13	
	14	Depreciation not claimed on Schedule A or elsewhere on return (attach Form 4562)	14	221
	15	Depletion **(Do not deduct oil and gas depletion.)**	15	
	16	Advertising	16	1,516
	17	Pension, profit-sharing, etc., plans	17	108,125
	18	Employee benefit programs	18	
	19	Other deductions (attach statement) See Stmt 2	19	213,762
	20	**Total deductions.** Add lines 7 through 19 ▶	20	988,642
	21	**Ordinary business income (loss).** Subtract line 20 from line 6	21	392,475
Tax and Payments	22a	Excess net passive income or LIFO recapture tax (see instructions) 22a		
	b	Tax from Schedule D (Form 1120S) 22b		
	c	Add lines 22a and 22b (see instructions for additional taxes)	22c	
	23a	2008 estimated tax payments and 2007 overpayment credited to 2008 23a		
	b	Tax deposited with Form 7004 23b		
	c	Credit for federal tax paid on fuels (attach Form 4136) 23c		
	d	Add lines 23a through 23c	23d	
	24	Estimated tax penalty (see instructions). Check if Form 2220 is attached ▶ ☐	24	
	25	**Amount owed.** If line 23d is smaller than the total of lines 22c and 24, enter amount owed	25	
	26	**Overpayment.** If line 23d is larger than the total of lines 22c and 24, enter amount overpaid	26	
	27	Enter amount from line 26 **Credited to 2009 estimated tax** ▶ **Refunded** ▶	27	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ Yes ☐ No

Signature of officer J. CRAIG DUNLAP Date ▶ PRESIDENT Title

Paid Preparer's Use Only

Preparer's signature ▶ DEREK J. BLAKESLEE	Date 9/10/09	Check if self-employed ☐	Preparer's SSN or PTIN P00047299
Firm's name (or yours if self-employed), address, and ZIP code ▶ SINES GIRVIN BLAKESLEE & CAMPBELL CPA PA 800 S. DILLARD ST WINTER GARDEN, FL 34787			EIN 59-1567188 Phone no. 407-656-6611

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Form **1120S** (2008)

DAA

Schedule A Cost of Goods Sold (see instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement)	5	
6	**Total.** Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and on page 1, line 2	8	

9a Check all methods used for valuing closing inventory: (i) ☐ Cost as described in Regulations section 1.471-3
(ii) ☐ Lower of cost or market as described in Regulations section 1.471-4
(iii) ☐ Other (Specify method used and attach explanation.) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c) ▶ ☐

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ ☐

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO | 9d |

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? ☐ Yes ☐ No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? ☐ Yes ☐ No
If "Yes," attach explanation.

Schedule B Other Information (see instructions)

		Yes	No
1	Check accounting method: a [X] Cash b ☐ Accrual c ☐ Other (specify) ▶		
2	See the instructions and enter the: a Business activity ▶ PLACEMENT b Product or service ▶ BOND ISSUES		
3	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: **(a)** name and employer identification number (EIN), **(b)** percentage owned, and **(c)** if 100% owned, was a QSub election made?		X
4	Has this corporation filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?		X
5	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ ☐ If checked, the corporation may have to file **Form 8281,** Information Return for Publicly Offered Original Issue Discount Instruments.		
6	If the corporation: **(a)** was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation **and (b)** has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years ▶ $		
7	Enter the accumulated earnings and profits of the corporation at the end of the tax year. $		
8	Are the corporation's total receipts (see instructions) for the tax year and its total assets at the end of the tax year less than $250,000? If "Yes," the corporation is not required to complete Schedules L and M-1.		X

Schedule K Shareholders' Pro Rata Share Items

				Total amount
Income (Loss)	1 Ordinary business income (loss) (page 1, line 21)		1	392,475
	2 Net rental real estate income (loss) (attach Form 8825)		2	
	3a Other gross rental income (loss)	3a		
	b Expenses from other rental activities (attach statement)	3b		
	c Other net rental income (loss). Subtract line 3b from line 3a		3c	
	4 Interest income		4	
	5 Dividends: a Ordinary dividends		5a	
	b Qualified dividends	5b		
	6 Royalties		6	
	7 Net short-term capital gain (loss) (attach Schedule D (Form 1120S))		7	
	8a Net long-term capital gain (loss) (attach Schedule D (Form 1120S))		8a	
	b Collectibles (28%) gain (loss)	8b		
	c Unrecaptured section 1250 gain (attach statement)	8c		
	9 Net section 1231 gain (loss) (attach Form 4797)		9	
	10 Other income (loss) (see instructions) Type ▶		10	

	Shareholders' Pro Rata Share Items (continued)		Total amount
Deductions	11 Section 179 deduction (attach Form 4562)	11	1,410
	12a Contributions Stmt 3	12a	5,950
	b Investment interest expense	12b	
	c Section 59(e)(2) expenditures (1) Type ▶ (2) Amount ▶	12c(2)	
	d Other deductions (see instructions) Type ▶	12d	
Credits	13a Low-income housing credit (section 42(j)(5))	13a	
	b Low-income housing credit (other)	13b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13c	
	d Other rental real estate credits (see instructions) Type ▶	13d	
	e Other rental credits (see instructions) Type ▶	13e	
	f Alcohol and cellulosic biofuel fuels credit (attach Form 6478)	13f	
	g Other credits (see instructions) Type ▶	13g	
Foreign Transactions	14a Name of country or U.S. possession ▶		
	b Gross income from all sources	14b	
	c Gross income sourced at shareholder level	14c	
	Foreign gross income sourced at corporate level		
	d Passive category	14d	
	e General category	14e	
	f Other (attach statement)	14f	
	Deductions allocated and apportioned at shareholder level		
	g Interest expense	14g	
	h Other	14h	
	Deductions allocated and apportioned at corporate level to foreign source income		
	i Passive category	14i	
	j General category	14j	
	k Other (attach statement)	14k	
	Other information		
	l Total foreign taxes (check one): ▶ ☐ Paid ☐ Accrued	14l	
	m Reduction in taxes available for credit (attach statement)	14m	
	n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	15a Post-1986 depreciation adjustment	15a	-53
	b Adjusted gain or loss	15b	
	c Depletion (other than oil and gas)	15c	
	d Oil, gas, and geothermal properties-gross income	15d	
	e Oil, gas, and geothermal properties-deductions	15e	
	f Other AMT items (attach statement)	15f	
Items Affecting Shareholder Basis	16a Tax-exempt interest income	16a	
	b Other tax-exempt income	16b	
	c Nondeductible expenses	16c	7,926
	d Property distributions	16d	298,970
	e Repayment of loans from shareholders	16e	
Other Information	17a Investment income	17a	
	b Investment expenses	17b	
	c Dividend distributions paid from accumulated earnings and profits	17c	
	d Other items and amounts (attach statement)		
Recon-cilation	18 **Income/loss reconciliation.** Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l	18	385,115

DAA

Schedule L Balance Sheets per Books

	Assets	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
1	Cash		119,442		111,748
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts	(		(	
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)				
6	Other current assets (attach statement) Stmt 4				16,875
7	Loans to shareholders		25,000		
8	Mortgage and real estate loans				
9	Other investments (attach statement)				
10a	Buildings and other depreciable assets	34,719		36,128	
b	Less accumulated depreciation	(34,066	653	(35,697	431
11a	Depletable assets				
b	Less accumulated depletion	(		(	
12	Land (net of any amortization)				
13a	Intangible assets (amortizable only)				
b	Less accumulated amortization	(		(	
14	Other assets (attach statement)				
15	Total assets		145,095		129,054
	Liabilities and Shareholders' Equity				
16	Accounts payable				
17	Mortgages, notes, bonds payable in less than 1 year				
18	Other current liabilities (attach statement) Stmt 5		93,375		
19	Loans from shareholders				
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (attach statement)				
22	Capital stock		100		100
23	Additional paid-in capital				
24	Retained earnings		51,620		128,954
25	Adjustments to shareholders' equity (attach statement)				
26	Less cost of treasury stock		(		(
27	Total liabilities and shareholders' equity		145,095		129,054

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: Schedule M-3 required instead of Schedule M-1 if total assets are $10 million or more—see instructions

1	Net income (loss) per books	376,304	5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize): Stmt 6	885	a Tax-exempt interest $	
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize):		6 Deductions included on Schedule K, lines 1 through 12 and 14l, not charged against book income this year (itemize):	
a	Depreciation $		a Depreciation $	
b	Travel and entertainment $ 5,941			
	Stmt 7 1,985	7,926	7 Add lines 5 and 6	
4	Add lines 1 through 3	385,115	8 Income (loss) (Schedule K, line 18). Line 4 less line 7	385,115

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

		(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1	Balance at beginning of tax year	-66,918		
2	Ordinary income from page 1, line 21	392,475		
3	Other additions			
4	Loss from page 1, line 21	(		
5	Other reductions Stmt 8	(14,186	(1,985	
6	Combine lines 1 through 5	311,371	-1,985	
7	Distributions other than dividend distributions	298,970		
8	Balance at end of tax year. Subtract line 7 from line 6	12,401	-1,985	

DAA

Form **1120S**

Department of the Treasury
Internal Revenue Service

U.S. Income Tax Return for an S Corporation

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
▶ See separate instructions.

OMB No. 1545-0130

2009

For calendar year 2009 or tax year beginning , ending

A S election effective date 01/01/03	Use IRS label. Otherwise, print or type.	Name DUNLAP & ASSOCIATES, INC	D Employer identification number 59-3328233
B Business activity code number (see instructions) 523110		Number, street, and room or suite no. If a P.O. box, see instructions. 1146 KEYES AVE	E Date incorporated 06/07/1995
C Check if Sch. M-3 attached ☐		City or town, state, and ZIP code WINTER PARK FL 32789	F Total assets (see instructions) $ 463,375

G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No If "Yes," attach Form 2553 if not already filed

H Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change
(4) ☐ Amended return (5) ☐ S election termination or revocation

I Enter the number of shareholders who were shareholders during any part of the tax year ▶ 1

Caution. Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1a Gross receipts or sales 1,736,514	b Less returns and allowances	c Bal ▶	1c 1,736,514
	2 Cost of goods sold (Schedule A, line 8)			2
	3 Gross profit. Subtract line 2 from line 1c			3 1,736,514
	4 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)			4
	5 Other income (loss) (see instructions—attach statement)			5
	6 **Total income (loss).** Add lines 3 through 5 ▶			6 1,736,514
Deductions (see instructions for limitations)	7 Compensation of officers			7 498,000
	8 Salaries and wages (less employment credits)			8 179,578
	9 Repairs and maintenance			9 15,115
	10 Bad debts			10
	11 Rents			11 78,000
	12 Taxes and licenses			12 54,648
	13 Interest			13
	14 Depreciation not claimed on Schedule A or elsewhere on return (attach Form 4562)			14 22,113
	15 Depletion (**Do not deduct oil and gas depletion.**)			15
	16 Advertising			16 2,795
	17 Pension, profit-sharing, etc., plans			17 120,375
	18 Employee benefit programs			18
	19 Other deductions (attach statement) See Stmt 1			19 244,830
	20 **Total deductions.** Add lines 7 through 19 ▶			20 1,215,454
	21 **Ordinary business income (loss).** Subtract line 20 from line 6			21 521,060
Tax and Payments	22a Excess net passive income or LIFO recapture tax (see instructions)	22a		
	b Tax from Schedule D (Form 1120S)	22b		
	c Add lines 22a and 22b (see instructions for additional taxes)			22c
	23a 2009 estimated tax payments and 2008 overpayment credited to 2009	23a		
	b Tax deposited with Form 7004	23b		
	c Credit for federal tax paid on fuels (attach Form 4136)	23c		
	d Add lines 23a through 23c			23d
	24 Estimated tax penalty (see instructions). Check if Form 2220 is attached ▶ ☐			24
	25 **Amount owed.** If line 23d is smaller than the total of lines 22c and 24, enter amount owed			25
	26 **Overpayment.** If line 23d is larger than the total of lines 22c and 24, enter amount overpaid			26
	27 Enter amount from line 26 **Credited to 2010 estimated tax** ▶		**Refunded** ▶	27

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ Yes ☐ No

▶ Signature of officer J. CRAIG DUNLAP Date ▶ Title PRESIDENT

Paid Preparer's Use Only

Preparer's signature ▶ DEREK J. BLAKESLEE	Date 09/15/10	Check if self-employed ☐	Preparer's SSN or PTIN P00047299
Firm's name (or yours if self-employed), address, and ZIP code ▶ SINES BLAKESLEE MADYDA CPA PA 800 S. DILLARD ST WINTER GARDEN, FL 34787			EIN 59-1567188 Phone no. 407-656-6611

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

DAA

Schedule A Cost of Goods Sold (see instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement)	5	
6	**Total.** Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and on page 1, line 2	8	

9a Check all methods used for valuing closing inventory: (i) ☐ Cost as described in Regulations section 1.471-3
(ii) ☐ Lower of cost or market as described in Regulations section 1.471-4
(iii) ☐ Other (Specify method used and attach explanation.) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c) ▶ ☐

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ ☐

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO 9d

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? ☐ Yes ☐ No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? ☐ Yes ☐ No
If "Yes," attach explanation.

Schedule B Other Information (see instructions)

		Yes	No
1	Check accounting method: a [X] Cash b ☐ Accrual c ☐ Other (specify) ▶		
2	See the instructions and enter the: a Business activity ▶ PLACEMENT b Product or service ▶ BOND ISSUES		
3	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: (a) name and employer identification number (EIN), (b) percentage owned, and (c) if 100% owned, was a QSub election made?		X
4	Has this corporation filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?		X
5	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ ☐ If checked, the corporation may have to file **Form 8281**, Information Return for Publicly Offered Original Issue Discount Instruments.		
6	If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years ▶ $		
7	Enter the accumulated earnings and profits of the corporation at the end of the tax year. $		
8	Are the corporation's total receipts (see instructions) for the tax year and its total assets at the end of the tax year less than $250,000? If "Yes," the corporation is not required to complete Schedules L and M-1.		X

Schedule K Shareholders' Pro Rata Share Items

				Total amount
Income (Loss)	1	Ordinary business income (loss) (page 1, line 21)	1	521,060
	2	Net rental real estate income (loss) (attach Form 8825)	2	
	3a	Other gross rental income (loss) 3a		
	b	Expenses from other rental activities (attach statement) 3b		
	c	Other net rental income (loss). Subtract line 3b from line 3a	3c	
	4	Interest income	4	
	5	Dividends: a Ordinary dividends	5a	
		b Qualified dividends 5b		
	6	Royalties	6	
	7	Net short-term capital gain (loss) (attach Schedule D (Form 1120S))	7	
	8a	Net long-term capital gain (loss) (attach Schedule D (Form 1120S))	8a	
	b	Collectibles (28%) gain (loss) 8b		
	c	Unrecaptured section 1250 gain (attach statement) 8c		
	9	Net section 1231 gain (loss) (attach Form 4797)	9	
	10	Other income (loss) (see instructions) Type ▶	10	

	Shareholders' Pro Rata Share Items (continued)		Total amount
Deductions	11 Section 179 deduction (attach Form 4562)	11	3,160
	12a Contributions See Stmt 2	12a	5,700
	b Investment interest expense	12b	
	c Section 59(e)(2) expenditures (1) Type ▶ (2) Amount ▶	12c(2)	
	d Other deductions (see instructions) Type ▶	12d	
Credits	13a Low-income housing credit (section 42(j)(5))	13a	
	b Low-income housing credit (other)	13b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13c	
	d Other rental real estate credits (see instructions) Type ▶	13d	
	e Other rental credits (see instructions) Type ▶	13e	
	f Alcohol and cellulosic biofuel fuels credit (attach Form 6478)	13f	
	g Other credits (see instructions) Type ▶	13g	
Foreign Transactions	14a Name of country or U.S. possession ▶		
	b Gross income from all sources	14b	
	c Gross income sourced at shareholder level	14c	
	Foreign gross income sourced at corporate level		
	d Passive category	14d	
	e General category	14e	
	f Other (attach statement)	14f	
	Deductions allocated and apportioned at shareholder level		
	g Interest expense	14g	
	h Other	14h	
	Deductions allocated and apportioned at corporate level to foreign source income		
	i Passive category	14i	
	j General category	14j	
	k Other (attach statement)	14k	
	Other information		
	l Total foreign taxes (check one): ▶ ☐ Paid ☐ Accrued	14l	
	m Reduction in taxes available for credit (attach statement)	14m	
	n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	15a Post-1986 depreciation adjustment	15a	-80
	b Adjusted gain or loss	15b	
	c Depletion (other than oil and gas)	15c	
	d Oil, gas, and geothermal properties—gross income	15d	
	e Oil, gas, and geothermal properties—deductions	15e	
	f Other AMT items (attach statement)	15f	
Items Affecting Shareholder Basis	16a Tax-exempt interest income	16a	
	b Other tax-exempt income	16b	
	c Nondeductible expenses	16c	7,642
	d Property distributions	16d	255,022
	e Repayment of loans from shareholders	16e	
Other Information	17a Investment income	17a	
	b Investment expenses	17b	
	c Dividend distributions paid from accumulated earnings and profits	17c	
	d Other items and amounts (attach statement)		
Recon-ciliation	18 **Income/loss reconciliation.** Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l	18	512,200

DAA

Schedule L Balance Sheets per Books

	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
Assets				
1 Cash		111,748		320,457
2a Trade notes and accounts receivable				
b Less allowance for bad debts	( )		( )	
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities (see instructions)				
6 Other current assets (attach statement) Stmt 3		16,875		
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (attach statement)				
10a Buildings and other depreciable assets	36,128		203,888	
b Less accumulated depreciation	(35,697)	431	(60,970)	142,918
11a Depletable assets				
b Less accumulated depletion	( )		( )	
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)				
b Less accumulated amortization	( )		( )	
14 Other assets (attach statement)				
15 Total assets		129,054		463,375
Liabilities and Shareholders' Equity				
16 Accounts payable				
17 Mortgages, notes, bonds payable in less than 1 year				
18 Other current liabilities (attach statement) Stmt 4				19,198
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (attach statement)				65,587
22 Capital stock		100		100
23 Additional paid-in capital				
24 Retained earnings		128,954		378,490
25 Adjustments to shareholders' equity (attach statement)				
26 Less cost of treasury stock		( )		( )
27 Total liabilities and shareholders' equity		129,054		463,375

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: Schedule M-3 required instead of Schedule M-1 if total assets are $10 million or more—see instructions

1 Net income (loss) per books	504,558	5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize): a Tax-exempt interest $	
2 Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):		6 Deductions included on Schedule K, lines 1 through 12 and 14l, not charged against book income this year (itemize): a Depreciation $	
3 Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize): a Depreciation $ b Travel and entertainment $ 5,120; Stmt 5 2,522	7,642	7 Add lines 5 and 6	
4 Add lines 1 through 3	512,200	8 Income (loss) (Schedule K, line 18). Line 4 less line 7	512,200

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1 Balance at beginning of tax year	10,416	0	
2 Ordinary income from page 1, line 21	521,060		
3 Other additions			
4 Loss from page 1, line 21	( )		
5 Other reductions Stmt 6	(16,502)		
6 Combine lines 1 through 5	514,974		
7 Distributions other than dividend distributions	255,022		
8 Balance at end of tax year. Subtract line 7 from line 6	259,952		

DAA

MEMORANDUM

TO: CITY COUNCIL

THROUGH: CITY MANAGER JUDIE ZIMOMRA

FROM: SYLVIA EDWARDS, FINANCE DIRECTOR

DATE: MARCH 6, 2012

RE: GENERAL OBLIGATION REFUNDING BONDS, SERIES 2002
REFUNDING OPPORTUNITY

BACKGROUND

In support of the City Council's FY2012 goal to early retire the City's long term debt, reduce the City's annual fixed debt costs and to produce substantial finance cost savings for the City of Sanibel's taxpayers, the City of Sanibel has evaluated the refunding opportunity for the General Obligation Refunding Bonds, Series 2002 (2002 GO Bonds). The bonds are eligible for refunding on May 1, 2012.

The options analyzed are based on today's market rates. The estimated issuance cost of the new debt is approximately $50,000. There are sufficient reserves in the 2002 GO Bonds debt service fund to cover the issuance costs. The current par value amount of the outstanding bonds is $3,070,000. The City has budgeted the $100,000 redemption payment for FY2012 leaving a balance of $2,970,000 to be refunded.

Three options were considered:

1) Keep same maturity date, 2031; lower interest rate
2) Shorten maturity to 2027; lower interest rate than option 1
3) Shorten maturity to 2022; lower interest rate than option 1 and 2

The analysis is based on current market rates and 2011 taxable property values. The results are presented in the following chart:

Current Bond	Final Maturity	Average Coupon Interest Rate	Interest Savings	Net PV Savings	Average Annual Debt Service	Required Millage Rate**	Millage Rate Percent Increase (Decrease)	Tax Increase (Decrease) per $100,000 Taxable Value	Taxpayer Savings per $100,000 Taxable Value
20 yrs	2031	4.69%	$ -	$ -	$ 239,390	0.0599			
Options		**Interest Rate***							
20 yrs	2031	3.00%	$ 508,927	$ 384,451	$ 212,971	0.0533	(11.02%)	$ (0.66)	$ 13.20
15 yrs	2027	2.65%	824,902	495,905	248,211	0.0621	3.67%	0.22	26.65
10 yrs	2022	2.15%	1,144,057	664,127	338,287	0.0847	41.40%	2.48	35.10

*Based on Current Market Rates

**Based on 2011 Taxable Property Value of $4,161,460,842

RECOMMENDATION

Staff recommends option 3 to optimize finance cost savings. The debt would be retired in ten years. The Sanibel taxpayer would see an increase on their tax bill of $2.48 per $100,000 of taxable property value for the ten years. With the shorten maturity and lower interest rate a taxpayer's savings per $100,000 of taxable value would be $35.10.

Option 2 would provide finance cost savings of approximately $824,902. The debt would be retired in fifteen years. The Sanibel taxpayer would see an increase on their tax bill of $0.22 per $100,000 of taxable property value for the fifteen years. With the shorten maturity and lower interest rate a taxpayer's savings per $100,000 of taxable value would be $26.65.

Option 1 provides a finance cost savings but does not shorten the debt's maturity. The Sanibel taxpayer would see a decrease on their tax bill of ($0.66) per $100,000 of taxable property value for the twenty years. With the lower interest rate a taxpayer's savings per $100,000 of taxable value would be $13.20.

ATTACHMENT

Draft of Timetable for Bank Loan Refunding, Series 2012

CITY OF SANIBEL, FLORIDA
Timetable - DRAFT
Bank Loan Refunding, Series 2012

Mar-12						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Apr-12						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May-12						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Date	Event	Responsibility
3/6/12	Approval of Financial Advisor	CITY
3/8/12	Draft RFP Distributed to Working Group	FA
3/12/12	Comments Due on RFP	ALL
3/13/12	Final RFP Distributed to Working Group (Ad Requirements?)	FA
3/15/12	RFP Distributed Distributed RFP for Escrow Agent and Verification Agent (If needed)	FA FA
4/3/12	RFP Responses Due	FA/CITY
4/5/12	Analysis for RFP Responses Due to	FA
4/9/12	Staff Review and Recommendation to Working Group	CITY
4/12/12	First Draft of Legal Documents Distributed	BC
4/16/12	Comments Due on First Draft of Legal Documents	ALL
4/19/12	Second Draft of Legal Documents Distributed	BC
4/23/12	Comments Due on Second Draft of Legal Documents	ALL
TBD	Agenda Package Due	ALL
5/1/12	Council Meeting	ALL
5/2/12	Pre-Closing	ALL
5/3/12	Closing	ALL

BC – BMO
CITY – Sanibel, Florida
FA - Dunlap & Associates, Inc. if approved

Dunlap & Associates

Financial Consultants

December 27, 2011

Ms. Sylvia Edwards
City of Sanibel
800 Dunlop Road
Sanibel, Florida 33957

Re: Contract and Refunding Opportunities

Dear Ms. Edwards:

On behalf of Dunlap & Associates, Inc., we would be honored to serve as financial advisor to the City of Sanibel, Florida (the "City"). I would like to take this opportunity to formally demonstrate that Dunlap & Associates, Inc. can offer the City the breadth of experience and the depth of financial planning expertise necessary to serve the City as financial advisor. Dunlap & Associates, Inc. is an independent financial advisory firm who works exclusively for and with Florida municipalities. Our knowledge and experience is "second to none".

Key Personnel and the Firm

Dunlap & Associates, Inc.'s professional staff assigned to the City is the most knowledgeable in the financial advisory business with over 130 years of combined experience in Florida. I, as **President** of the Company, will continue to have the **primary oversight responsibility** for providing services to the City. I will be assisted by Kelly Ryman, Vice President, who is located in Lee County, Florida and has 14 years of financial advisory experience in addition to a working knowledge of the City's debt. Ms. Ryman will lead the analytical support and will be the day-to-day contact for the City. Ms. Ryman will be assisted by Michael Levinson, Senior Vice President, a former **City Manager for the City of Coral Springs for 15 years** and while there assisted the City in receiving the **Malcolm Baldrige National Quality Award** (the only local or state government to receive this Presidential award) and Damon Adams, Senior Vice President, a **CPA** and a former **Director of Finance for the City of Fort Lauderdale for 25 years** Also, Susan Miner will be providing analytical and/or technical support on this account. **As owner of the Company, I ensure that I am available to my clients 24 hours per day, 365 days per year** and that our team of professionals which is comprised of CPA's, ex-investment bankers, ex-credit analysts, ex-finance director and ex-Division of Bond Finance professionals who will be there to assist you in all of your financing needs.

Philosophy and Services

Our philosophy can be summed up in the following quote: "Integrity comes when character is tested; keep true and never be ashamed of doing what is right." Dunlap & Associates, Inc., as you are aware, offers a full range of independent financial advisory services which makes our firm uniquely qualified. The

1146 Keyes Avenue Winter Park, Florida 32789
3790 Williamson Road, Fort Myers, FL 33905
Telephone: 407.678.0977 or 239-693-5201
Telecopy: 407.678.6240

services range from **strategic planning**, **project financial analysis**, **debt issuance, investment management**, **sensitivity analysis, rating agency presentations**, fuel hedging, structure **innovative financings**, identifying current or **advance refinancing opportunities**, escrow investment restructuring, revenue backed financings, taxable debt, sale-leaseback, other innovative funding mechanisms related to the issuance of debt and additional education/services not related to the issuance of debt.

Experience

We have provided financial advisory advice to numerous issuers throughout the State, including the Cities/Towns of **Atlantic Beach, Davie, Miami, Lauderhill, Daytona Beach, Jacksonville Beach, Ocala, Fort Lauderdale, Lauderhill, Oakland Park, Coral Springs, Vero Beach, Maitland, Plant City, Neptune Beach, North Miami Beach, Riviera Beach, Pompano Beach, Temple Terrace and Casselberry and** the Counties of **Pasco, Lee, Miami-Dade, Escambia, Citrus and Orange**. Additionally, we have a wealth of experience with other clients which include: Florida Intergovernmental Finance Commission, Reedy Creek Improvement District (**Disney**), the Florida Municipal Power Agency, Celebration Community Development District and Kissimmee Utility Authority.

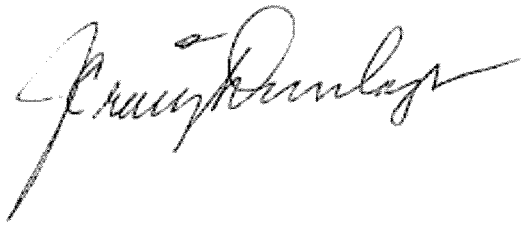
Dunlap & Associates, Inc. is the largest Florida based **independently** owned financial advisory firm with **over 130 years** of combined professional financial advisory experience in Florida. Our advice will be **independent, unbiased and not influenced by corporate pressures**. Dunlap & Associates, Inc.'s offices are **centralized in the City of Winter Park (Orlando), with additional offices in Fort Lauderdale, Vero Beach, Naples and Fort Myers,** to ensure our clients the highest degree of service.

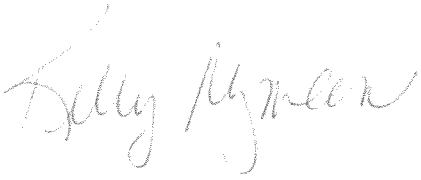
Client References

We proudly encourage you to randomly call any of our clients for references. We have had financial relationships with them for an average of **over 16 years and in some cases, for over 25 years**.

With our **unique qualifications, expertise, independence, and reputation**, we can provide the City the quality of service that the City needs to optimize its financial position and achieve the lowest possible interest rate. Dunlap & Associates, Inc. would be honored to serve the City of Sanibel as its Financial Advisor.

Sincerely,





J. Craig Dunlap
President
Dunlap & Associates, Inc.
Winter Park, Florida

Kelly Ryman
Vice President
Dunlap & Associates, Inc.
Fort Myers, Florida

1146 Keyes Avenue Winter Park, Florida 32789
3790 Williamson Road, Fort Myers, FL 33905
Telephone: 407.678.0977 or 239-693-5201
Telecopy: 407.678.6240

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this **6th day of March, 2012**, between the **CITY OF SANIBEL**, a municipal corporation of the STATE OF FLORIDA hereinafter referred to as the "CITY", and **DUNLAP & ASSOCIATES INC.**, hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the CITY desires to obtain the **FINANCIAL ADVISOR** services of said PROVIDER as further described herein; and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in the City of Sanibel, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated **March 6, 2012**, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

2.1 The CITY shall mean the City of Sanibel, a municipal corporation of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the CITY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the CITY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in the City of Sanibel, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

(2) City's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by CITY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the CITY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the CITY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD CITY HARMLESS.
The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the CITY for any portions of damages arising out of any error, omission, and/or negligence of the CITY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the CITY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the CITY any cost estimates, the PROVIDER, by exercise of its experience and judgment shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the CITY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the CITY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The CITY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated **March 6, 2012,** which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The CITY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the CITY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3 METHOD OF PAYMENT.
(1) MONTHLY STATEMENTS.
The PROVIDER shall be entitled to submit not more than one invoice statement to the CITY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

(2) PAYMENT SCHEDULE.
The CITY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the CITY object or take exception to the amount of any PROVIDER'S invoice statement, the CITY shall notify the PROVIDER of such objection or exception with the thirty (30)

calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the CITY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY. In the event of termination of this Agreement at the convenience of the CITY, the CITY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the CITY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the CITY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the CITY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the CITY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the CITY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt of the PROVIDER'S request for an extension of time, the CITY shall grant the extension if the CITY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the CITY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the CITY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the CITY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the CITY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

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

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER

subcontract any of its service obligations hereunder to third parties without prior written approval of the CITY. The PROVIDER shall have the right, subject to the CITY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated **March 6, 2012,** entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the CITY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the CITY'S prior written consent, to provide services to the CITY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

(1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect it from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverage's described herein and as are required by law to be provided on behalf of their employees and others.

(4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The PROVIDER, within fourteen (14) calendar days from receipt of the CITY'S written Notice of Award, shall submit to the CITY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the CITY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverage's of the types and to the limits specified hereinafter, and the PROVIDER shall file with the CITY certificates of all such insurance coverage's.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the CITY and licensed in the State of Florida.

(3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the CITY in triplicate.

(4) Each Certificate of Insurance shall include the following:

(A) The name and type of policy and coverage's provided;

(B) The amount or limit applicable to each coverage provided;

(C) The date of expiration of coverage.

(D) The designation of the City of Sanibel both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) Cancellation - Should any of the described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the PROVIDER shall furnish to the CITY renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the PROVIDER to provide the CITY with such renewal certificate(s) shall be justification for the CITY to terminate this Agreement.

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The PROVIDER shall obtain and maintain the following insurance coverage's:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. In addition, the policy shall include the following:

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of $100,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the CITY with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and shall include the following:

(A) Minimum limits of $100,000 per occurrence and $300,000 aggregate for Bodily Injury Liability and a minimum limit of $100,000 for Property Damage Liability, or a minimum combined single limit of $300,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of $100,000 per person and $300,000 per accident for Bodily Injury Liability and a minimum limit of $100,000 for Property Damage Liability, or a minimum combined single limit of $300,000.

(B) Coverage shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

(4) PROFESSIONAL LIABILITY

Coverage shall include the following:

(A) A minimum aggregate limit of **$1,000,000.00**

(B) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self- insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of (4) coverage to be provided within the minimum coverage limits set forth above, the CITY shall hold the PROVIDER responsible and liable for any such difference in the amount of coverage provided

by the insurance policy. In the event of any such deductible amount, exclusion or limitation, or amount of sovereign immunity, the PROVIDER shall be required to provide written documentation that is acceptable to the CITY establishing that the PROVIDER has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the CITY shall be delivered to the CITY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the CITY for reference and internal use.

ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The CITY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the CITY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the CITY.

ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO CITY

All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the CITY shall be in writing and shall be given by the United States Postal Service to the following CITY address of record:

Attention: Judith A. Zimomra, City Manager
Sylvia Edwards, Finance Director
800 Dunlop Road
Sanibel, FL 33957
Phone: 239.472.3700
Fax: 239.472.3065

17.2 NOTICES BY AUTHORITY TO PROVIDER

All notices required and/or made pursuant to this Agreement to be given by the CITY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

Dunlap & Associates, Inc.
Craig Dunlap
1146 Keyes Avenue
Winter Park, Fl. 32789
Phone : 407.678.0977
Fax : 407.678.6240
Email : jcdunlap@dunlapandassociates.com

17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the CITY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the CITY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the CITY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

CITY OF SANIBEL, FLORIDA

BY:_____
Pamela Smith, City Clerk

BY:_____
Kevin Ruane, Mayor

DATE:_____

APPROVED AS TO FORM: Kenneth B. Cuyler 2/28/12
Kenneth B. Cuyler, City Attorney Date

_____
(CONSULTANT)

_____
(Witness)

BY:_____
(Authorized Signature)

_____
(Witness)

_____
(Title)

DATE:_____

CORPORATE SEAL:

EXHIBIT A
Date: March 6, 2012

SCOPE OF PROFESSIONAL SERVICES

For FINANCIAL ADVISOR

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT (also referred to as "Provider" in the Agreement) shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

A. BASIC SERVICES FOR GENERAL CITY FINANCIAL ADVISOR

1. Advise the City on the most fiscally responsible process of conducting the sale of bonds by recommending competitive bidding, negotiation, or some other means. The Financial Advisors (also referred to as "Consultant" in the Scope of Services) will not participate either directly or indirectly as underwriters in the sale of the bonds, nor have any financial interest, directly or indirectly in such sale, except as to compensation paid hereunder by the City.

   a. For competitively bid bond issues:

      (1) Assist the City in preparing the bid documents, including but not limited to the notice of sale.

      (2) At the time of the sale, advise the City as to the best bid received, based upon the verification of bids, and recommend an award, which, in the Financial Advisor's judgment is in the best interest of the City.

      (3) Assist in bid protest procedures as needed.

   b. For negotiated bond issues:

      (1) Assist in determining the optimal timing of the issue.

      (2) Assist the City in preparing a Request for Proposal.

      (3) Assist the City in preparing presentations to the universe of underwriters in order to fully describe the bonds to be issued.

      (4) Participate in the evaluation of the proposals received with selected City personnel.

      (5) Participate in the "pricing call" and advise the City as to the reasonableness of the components of the underwriters' spread.

SCOPE OF PROFESSIONAL SERVICES (Continued)

c. For other means of bond procurement:

(1) As directed by the City.

2. Provide or evaluate specific recommendations on each bond issue regarding the following:

a. Aggregate principal amount of bonds to be issued;

b. The timing of the offering;

c. The definitive structure of the bond issue, including but not limited to maturity range, Serial and/or Term Bonds, CAB's, etc.; and

d. Optional Redemption and Call Provisions.

3. Prepare and present to the City Council an independent analysis for each bond issue. The analysis should address the interest rate, underwriter's fees and other factors and the analysis should indicate whether the transaction terms are the most beneficial to the City for the type and timing of each transaction.

4. Prepare a timetable for bond issues and assist the City in coordinating meetings and conference calls.

5. Assist the City with the preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding.

6. Provide advice and assistance as needed to the City and to bond counsel through the City Attorney's office as to preparation of the necessary bond authorizing ordinance(s) and other proceedings. Assist with validation of the bonds through preparation of financial tables and exhibits and the presentation of testimony when necessary.

7. Provide assistance to the City in the composition of the Preliminary and Final Official Statements which shall conform to current acceptable disclosure guideline standards so as to make the most favorable full and accurate disclosure to the rating agencies and underwriters, and provide for the printing of Preliminary and Final Official Statements.

8. Assist in the preparation and review of all necessary Closing Documents and coordinate printing, signing and delivery of bonds on an as-needed basis.

SCOPE OF PROFESSIONAL SERVICES (Continued)

9. Assist the City in selecting trustees, paying agents and other financial intermediaries as necessary and assist in arranging for appropriate bond insurance as required.

10. Provide, on request, reports of municipal market conditions both within the State of Florida and nationwide.

11. In the area of short-term financing, provide the City with advice, guidance and assistance in bond anticipation notes; bank loans, commercial paper and interest rate swap programs, upon request.

12. Review existing debt structure and financial resources to determine available borrowing capacity and the desirability of refinancing any or all of the existing debt.

13. Develop financial models as needed to help solve complex financial issues in such areas as transportation and solid waste.

14. The Financial Advisor shall be available to the City to discuss and make recommendations on such other financial matters as requested of the City, and shall be available for formal presentations to the City Council as necessary.

15. Provide other services including arbitrage rebate, investment of bond proceeds, swap services and any other requested investment services.

16. It is understood that the services shall be on a non-exclusive basis with the advisor(s) in its sole discretion and that nothing herein contained shall be construed to the contrary.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT

EXHIBIT B

Date: March 6, 2012

COMPENSATION AND METHOD OF PAYMENT

For FINANCIAL ADVISOR

Section 1. BASIC SERVICES/TASK(S)

The CITY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	Advisory Services – Basic Svcs-Debt Transactions: Basic Services PER SERIES for General City Finance Advisor Associates with **Bonds** As Described in Exhibit A – Items 1 - 15 Minimum Fee of $15,000 Maximum Fee of $80,000	For the first $20 million $0.80 per bond Over $20 million $0.60 per bond		
	Basic Services for General Financial Advisor Related to Debt Transactions **Other Than Bonds**			
	For services related to debt transactions including bank loans, lines of credit, pooled issuances of bonds and services needed for establishing participation in a commercial paper program other than the Florida Association of Counties and Florida League of Cities.	$15,000.00		
	For services related to special assessment financing under the Term Loan Assessment Program and review of documents associated with the Florida Association of Counties Commercial Paper Program or similar program of the Florida League of Cities.	Hourly Rate		
	Investment Services			
	Structuring Escrow Deposits for Refunding Bond Issues	$3,000.00 per issue		
	For refunding bond issues requiring an escrow deposit, Provider will structure, monitor and secure escrows at the following rates: State & Local Government Securities (SLUGS) Open Market Securities	$10,000.00 per issue		

EXHIBIT B (Continued)

Section 2. ADDITIONAL SERVICES

The CITY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the CITY shall be as set forth in Article 3.8 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated March 6, 2012, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated March 6, 2012, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: March 6, 2012

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For CN-08-30 FINANCIAL ADVISOR

CONSULTANT OR SUB-CONSULTANT NAME Dunlap & Associates Inc.

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Hourly fees for services unrelated to debt issuance:			
President	$170.00/per hour		
Senior and Vice President	$150.00/per hour		
Financial & Computer Analysis	$130.00/per hour		

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: March 6, 2012

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for FINANCIAL ADVISOR

CONSULTANT OR SUB-CONSULTANT NAME **Dunlap & Associates Inc. t**

(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Travel is only applicable Out-of-State	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Lodging (Per Person)	Actual Cost
Meals: Breakfast Lunch Dinner In accordance with the City of Sanibel Travel Policy #03-14 utilizing the "City of Sanibel " rates	 $10.00 $14.00 $26.00
*List other specific project related reimbursables (i.e. film/developing):	
Note: In-State travel expenses are not reimbursable	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C

Date: March 6, 2012

TIME AND SCHEDULE OF PERFORMANCE

For FINANCIAL ADVISOR

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 5.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	This Contract will be for a term of three (3) years, with two one (1) year extensions, each of which may be exercised at the discretion of the City, with consent of Provider, under substantially the same terms and conditions as set forth in the Service Provider Agreement.		

EXHIBIT D

March 6, 2012

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

For CN-11-15 FINANCIAL ADVISOR

CONSULTANT has identified the following Sub-Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	NONE					

EXHIBIT E

Date:

March 6, 2012

PROJECT GUIDELINES AND CRITERIA

For CN-11-15 FINANCIAL ADVISOR

The CITY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement: (If none, enter the word "none" in the space below)

Item No. 1

Any and all work to be performed by Dunlap & Associates, Inc. must be authorized by one of the following:

1. Sanibel City Council direction of the majority of the Council.

2. City Manager.

3. Finance Department Director.

All requests for work, other than those specifically requested by the Sanibel City Council, shall be confirmed in writing. The Finance Director shall serve as the Project Manager and point of contact. The City reserves the right not to compensate Provider for work undertaken outside the parameters of this paragraph.

Item No. 2

It is the responsibility and obligation of the Financial Advisor to bring to the attention of the Sanibel City Council concerns the Financial Advisor may have regarding specific debt financing transactions and other issues. The Financial Advisor shall provide independent analysis, information and recommendations to the Sanibel City Council regarding the projects and financial transactions on which the Financial Advisor performs work. At its own initiative, the Financial Advisor may arrange to appear in front of the Sanibel City Council , to discuss matters of concern.

Item No. 3

The City may terminate this contract if changes in Dunlap & Associates, Inc. project personnel are made.

EXHIBIT F

Date: March 6, 2012

AMENDMENT TO ARTICLES

For: CN-11-15 FINANCIAL ADVISOR

For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. Weeks).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT 1 – ARTICLE 7.0 – ASSIGNMENT, TRANSFER AND SUBCONTRACTS

Add at the end of the paragraph:
Including but not limited to:

a) arbitrage rebate
b) investments of bond proceeds
c) swap services
d) any other requested investment services

AMENDMENT 2 -ARTICLE 11.0 – INSURANCE COVERAGES REQUIRED

Delete the requirement of Workers Compensation, (1). Not required for this project.

LEE COUNTY
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

Brian Bigelow
District Two

Ray Judah
District Three

Tammy Hall
District Four

Frank Mann
District Five

Karen B. Hawes
County Manager

Michael D. Hunt
County Attorney

Diana M. Parker
County Hearing Examiner

(239) 533-5450

November 22, 2011

Dunlap & Associates, Inc.
Ms. Kelly Ryman
1146 Keyes Avenue
Winter Park, Fl. 32789

SUBJECT: CN-11-15 FINANCIAL ADVISOR

ENCLOSURE (1): Executed Copy Service Provider Agreement

ENCLOSURE (2): PSA/SPA Invoice Statement Form

Dear Ms. Ryman:

Enclosed is your executed copy of the Service Provider Agreement for the project known as "FINANCIAL ADVISOR". Please note the contract number for this project is **5815.** This contract number will also serve as your Purchase Order Number for this project and must be on all invoice statements.

If you should have any questions, please contact our office at the above number.

Sincerely,
PROCUREMENT MANAGEMENT

Cindy Logan
Contract Manager

C: Jim Lewin, Budget Services
Tracey Cerchie, Solid Waste
Lori Borman, Public Resources
Orlando Figueroa, Utilities
Eileen Price, DOT
Internal Services, Fiscal
Procurement Management

5815

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this 8th day of November 2011, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and Dunlap & Associates Inc.,. hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the CN-11-15 FINANCIAL ADVISOR services of said PROVIDER as further described herein; and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated September 20, 2011, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

C1d

11-8-11

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

(2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS. The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgement shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated September 20, 2011, which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3 METHOD OF PAYMENT.
(1) MONTHLY STATEMENTS.
The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

(2) PAYMENT SCHEDULE.
The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30)calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt

of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

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

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated September 20, 2011, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

(1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater

(3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverages described herein and as are required by law to be provided on behalf of their employees and others.

(4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverages of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverages.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.

(3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.

(4) Each Certificate of Insurance shall include the following:

(A) The name and type of policy and coverages provided;

(B) The amount or limit applicable to each coverage provided;

(C) The date of expiration of coverage.

(D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) Cancellation - Should any of the described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the PROVIDER shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the PROVIDER to provide the COUNTY with such renewal certificate(s) shall be justification for the COUNTY to terminate this Agreement.

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The PROVIDER shall obtain and maintain the following insurance coverages:

(1) WORKERS' COMPENSATION
Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. In addition, the policy shall include the following:
(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of $100,000 for each accident, whichever limit is greater.
(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the COUNTY with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY
Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and shall include the following:

(A) Minimum limits of $100,000 per occurrence and $300,000 aggregate for Bodily Injury Liability and a minimum limit of $100,000 for Property Damage Liability, or a minimum combined single limit of $300,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE LIABILITY
Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:
(A) Minimum limits of $100,000 per person and $300,000 per accident for Bodily Injury Liability and a minimum limit of $100,000 for Property Damage Liability, or a minimum combined single limit of $300,000.
(B) Coverage shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

(4) PROFESSIONAL LIABILITY
Coverage shall include the following:
(A) A minimum aggregate limit of $1,000,000.00
(B) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self- insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of (4) coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the PROVIDER responsible and liable for any such difference in the amount of coverage provided by the insurance

policy. In the event of any such deductible amount, exclusion or limitation, or amount of sovereign immunity, the PROVIDER shall be required to provide written documentation that is acceptable to the COUNTY establishing that the PROVIDER has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners
PO Box 398
Ft Myers FL 33902-0398
Attention: County Manager

17.2 NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

Dunlap & Associates, Inc.
Ms. Kelly Ryman
1146 Keyes Avenue
Winter Park, Fl. 32789
Phone : 407.678.0977
Fax : 407.678.6240
Email : kelly@dunlapandassociates.com

17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

BY: Marcia Wilson
Deputy Clerk

COUNTY: LEE COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

BY: _____
Chair

DATE: 11/8/11

APPROVED AS TO FORM

BY: Andrea R. Fair
County Attorney's Office

BOARD OF COUNTY COMMISSIONERS SEAL LEE COUNTY, FLORIDA

ATTEST:

_____

_____
(CONSULTANT)

_____
(Witness)

_____
(Witness)

BY: _____
(Authorized Signature)

PRESIDENT
(Title)

DATE: 10/12/11

CORPORATE SEAL:

EXHIBIT A
Date: September 20, 2011

SCOPE OF PROFESSIONAL SERVICES

For CN-11-15 FINANCIAL ADVISOR

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

A. BASIC SERVICES PER SERIES FOR GENERAL COUNTY FINANCIAL ADVISOR

1. Advise the County on the most fiscally responsible process of conducting the sale of bonds by recommending competitive bidding, negotiation, or some other means. The Financial Advisors will not participate either directly or indirectly as underwriters in the sale of the bonds, nor have any financial interest, directly or indirectly in such sale, except as to compensation paid hereunder by the County.

   a. For competitively bid bond issues:

      (1) Assist the County in preparing the bid documents, including but not limited to the notice of sale.

      (2) At the time of the sale, advise the County as to the best bid received, based upon the verification of bids, and recommend an award, which, in the Financial Advisor's judgment is in the best interest of the County.

      (3) Assist in bid protest procedures as needed.

   b. For negotiated bond issues:

      (1) Assist in determining the optimal timing of the issue.

      (2) Assist the County in preparing a Request for Proposal.

      (3) Assist the County in preparing presentations to the universe of underwriters in order to fully describe the bonds to be issued.

      (4) Participate in the evaluation of the proposals received with selected County personnel.

      (5) Participate in the "pricing call" and advise the County as to the reasonableness of the components of the underwriters' spread.

SCOPE OF PROFESSIONAL SERVICES (Continued)

c. For other means of bond procurement:

(1) As directed by the County.

2. Provide or evaluate specific recommendations on each bond issue regarding the following:

a. Aggregate principal amount of bonds to be issued;

b. The timing of the offering;

c. The definitive structure of the bond issue, including but not limited to maturity range, Serial and/or Term Bonds, CAB's, etc.; and

d. Optional Redemption and Call Provisions.

3. Prepare and present to the Board of County Commissioners an independent analysis for each bond issue. The analysis should address the interest rate, underwriter's fees and other factors and the analysis should indicate whether the transaction terms are the most beneficial to the County for the type and timing of each transaction.

4. Prepare a timetable for bond issues and assist the County in coordinating meetings and conference calls.

5. Assist the County with the preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding.

6. Provide advice and assistance as needed to the County and to bond counsel through the County Attorney's office as to preparation of the necessary bond authorizing ordinance(s) and other proceedings. Assist with validation of the bonds through preparation of financial tables and exhibits and the presentation of testimony when necessary.

7. Provide assistance to the County in the composition of the Preliminary and Final Official Statements which shall conform to current acceptable disclosure guideline standards so as to make the most favorable full and accurate disclosure to the rating agencies and underwriters, and provide for the printing of Preliminary and Final Official Statements.

8. Assist in the preparation and review of all necessary Closing Documents and coordinate printing, signing and delivery of bonds on an as-needed basis.

SCOPE OF PROFESSIONAL SERVICES (Continued)

9. Assist the County in selecting trustees, paying agents and other financial intermediaries as necessary and assist in arranging for appropriate bond insurance as required.

10. Provide, on request, reports of municipal market conditions both within the State of Florida and nationwide.

11. In the area of short-term financing, provide the County with advice, guidance and assistance in bond anticipation notes; bank loans, commercial paper and interest rate swap programs, upon request.

12. Review existing debt structure and financial resources to determine available borrowing capacity and the desirability of refinancing any or all of the existing debt.

13. Develop financial models as needed to help solve complex financial issues in such areas as transportation and solid waste.

14. The Financial Advisor shall be available to the County to discuss and make recommendations on such other financial matters as requested of the County, and shall be available for formal presentations to the Board of County Commissioners as necessary.

15. Provide other services including arbitrage rebate, investment of bond proceeds, swap services and any other requested investment services.

16. It is understood that the services being solicited by this request shall be on a non-exclusive basis with the advisor(s) in its sole discretion and that nothing herein contained shall be construed to the contrary.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT

EXHIBIT B

Date: September 20, 2011

COMPENSATION AND METHOD OF PAYMENT

For CN-11-15 FINANCIAL ADVISOR

Section 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-In-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	Advisory Services – Basic Svcs-Debt Transactions: Basic Services PER SERIES for General County Finance Advisor Associates with **Bonds** As Described in Exhibit A – Items 1 - 15 Minimum Fee of $15,000 Maximum Fee of $80,000 Basic Services for General Financial Advisor Related to Debt Transactions **Other Than Bonds** For services related to debt transactions including bank loans, lines of credit, pooled issuances of bonds and services needed for establishing participation in a commercial paper program other than the Florida Association of Counties. For services related to special assessment financing under the Term Loan Assessment Program and review of documents associated with the Florida Association of Counties Commercial Paper Program **Investment Services** Structuring Escrow Deposits for Refunding Bond Issues - $3,000 per issue For refunding bond issues requiring an escrow deposit, Provider will structure, monitor and secure escrows at the following rates: - $10,000 per issue State & Local Government Securities (SLUGS) Open Market Securities	For the first $20 million $0.80 per bond Over $20 million $0.60 per bond $15,000.00 Hourly Rate		

TOTAL
(Unless list is continued on next page)
CMO:033
09/25/01

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated September 20, 2011, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated September 20, 2011 , entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: September 20, 2011

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For CN-11-15 FINANCIAL ADVISOR

CONSULTANT OR SUB-CONSULTANT NAME Dunlap & Associates Inc.

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Hourly fees for services unrelated to debt issuance:			
President	$170.00/per hour		
Senior and Vice President	$150.00/per hour		
Financial & Computer Analysis	$130.00/per hour		

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

CMO:033
09/25/01

ATTACHMENT NO. 2 TO EXHIBIT B

Date: September 20, 2011

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for CN-11-15 FINANCIAL ADVISOR

CONSULTANT OR SUB-CONSULTANT NAME **Dunlap & Associates Inc. t**

(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Travel is only applicable Out-of-State	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Lodging (Per Person)	Actual Cost
Meals: Breakfast / Lunch / Dinner In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	$ 9.00 $13.00 $24.00
*List other specific project related reimbursables (i.e. film/developing):	
Note: In-State travel expenses are not reimbursable	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed

CMO:033
09/25/01

EXHIBIT C

Date: September 20, 2011

TIME AND SCHEDULE OF PERFORMANCE

For CN-11-15 FINANCIAL ADVISOR

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 6.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	This Contract will be for a period of three (3) years		
	OCTOBER 2011 - OCTOBER 2014		

CMO:034
09/25/01

EXHIBIT D

Date: September 20-2011

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

For CN-11-15 FINANCIAL ADVISOR

CONSULTANT has identified the following Sub-Consultant(s) and/or SubContractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	NONE					

CMO:035
09/25/01

EXHIBIT E

Date: September 20, 2011

PROJECT GUIDELINES AND CRITERIA

for CN-11-15 FINANCIAL ADVISOR

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

Item No. 1
Any and all work to be performed by Dunlap & Associates, Inc. must be authorized by one of the following:

1. Lee County Board of County Commissioners by direction of the majority of the Board.

2. County Manager, Deputy County Manager or Assistant County Manager.

3. Budget Director.

4. Fiscal Analyst in the County Manager's Office, Budget Services Division.

All requests for work, other than those specifically requested by the Board, shall be confirmed in writing. The Fiscal Analyst in Budget Services shall serve as the Project Manager and point of contact. The County reserves the right not to compensate Provider for work undertaken outside the parameters of this paragraph.

Item No. 2
It is the responsibility and obligation of the Financial Advisor to bring to the attention of the Board of County Commissioners concerns the Financial Advisor may have regarding specific debt financing transactions and other issues. The Financial Advisor shall provide independent analysis, information and recommendations to the Board of County Commissioners regarding the projects and financial transactions on which the Financial Advisor performs work. At its own initiative, the Financial Advisor may arrange to appear in front of the Board, to discuss matters of concern.

Item No. 3
The County may terminate this contract if changes in Dunlap & Associates, Inc. project personnel are made.

EXHIBIT F

Date: September 20, 2011

AMENDMENT TO ARTICLES

For: CN-11-15 FINANCIAL ADVISOR

For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT 1 – ARTICLE 7.0 – ASSIGNMENT, TRANSFER AND SUBCONTRACTS

Add at the end of the paragraph:
Including but not limited to:

a) arbitrage rebate
b) investments of bond proceeds
c) swap services
d) any other requested investment services

AMENDMENT 2 – ARTICLE 11.0 – INSURANCE COVERAGES REQUIRED

Delete the requirement of Workers Compensation, (1). Not required for this project.

CMO:
09/25/01

CERTIFICATE OF LIABILITY INSURANCE

OP ID SP

DATE (MM/DD/YYYY): 10/14/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Corkhill Insurance Agency, LLC
20 South Bumby Avenue
Orlando FL 32803
Phone:407-898-8891 Fax:407-898-8813

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: DUNLA-1

INSURED

Dunlap & Associates, Inc.
National Minority Consultants
1146 Keyes Ave
Winter Park FL 32789

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Nautilus Insurance Company	
INSURER B:	Darwin Select Insurance Co	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
A	X COMMERCIAL GENERAL LIABILITY			NN111788	04/05/11	04/05/12	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
		X					MED EXP (Any one person)	$ 5,000
	X H & N/O Auto - 1						PERSONAL & ADV INJURY	$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ EXCLUDED
								$
	AUTOMOBILE LIABILITY							
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	ALL OWNED AUTOS						BODILY INJURY (Per person)	$
	SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	$
	NON-OWNED AUTOS							$
								$
	UMBRELLA LIAB / OCCUR							
	EXCESS LIAB / CLAIMS-MADE						EACH OCCURRENCE	$
	DEDUCTIBLE						AGGREGATE	$
	RETENTION $							$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	E&O			03049131	09/02/11	09/02/12	E&O	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Lee County, Florida is added as Additional Insured with respect to General Liability.

CERTIFICATE HOLDER

LEECOU1

Lee County, Florida
2115 Second Street
Fort Myers FL 33901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Corkhill

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LEE COUNTY
PROFESSIONAL SERVICE AGREEMENT/SERVICE PROVIDER AGREEMENT
INVOICE STATEMENT

Date: _____

CN No.: _____ Contract No.: _____ Project No.: _____

Payment No.: _____ (☐ W.I.P.P. ☐ Final) for Period _____ to _____

Project Name: _____

Attachments ☐ Yes ☐ No _____

PAYEE: Consultants Name: _____
Mailing Address: _____
City & State _____ ZIP CODE _____

Deliver Warrant: Special Instructions - If Other than Mail

_____

_____

INSTRUCTIONS
Warrant will be mailed to Consultant's mailing address given, unless special instructions are provided to the immediate left of these instructions.

CONTRACTUAL FINANCIAL DATA

ORIGINAL PSA/SPA Amount _____ $

PLUS: Change Order # _____ dated _____ $
Change Order # _____ dated _____ $
Change Order # _____ dated _____ $
S.T.A. # _____ dated _____ $
S.T.A. # _____ dated _____ $
S.T.A. # _____ dated _____ $

Total Change Orders/S.T.A. ADDING to cost of Agreement . . . . . _____ $

LESS: Change Order # _____ dated _____ $
Change Order # _____ dated _____ $
Change Order # _____ dated _____ $
S.T.A.# _____ dated _____ $
S.T.A. # _____ dated _____ $
S.T.A. # _____ dated _____ $

Total Change Orders/S.T.A. SUBTRACTING from cost of Agreement. . . . . _____ $

Total Amount of Current PSA/SPA. . . . . _____ $

Total Amount Completed to Date. . . . . _____ $

Less Amounts Previously Invoiced . . . . . _____ $

Amount of this Invoice. . . . . _____ $

Total Amount Paid to DBE's from above . . . . . $

Name of DBE(s):

Signed Project Manager: _____ Date: _____

Approved Dept/Div Director: _____ Date: _____

Approved Fiscal Person: _____ Date: _____

CMO:024
09/25/01

LEGAL ADVERTISEMENT FOR
CN-11-15
FINANCIAL ADVISOR

CONSULTANTS ARE ADVISED THAT THE BOARD OF COUNTY COMMISSIONERS HAS ADOPTED A POLICY ESTABLISHING AN OVERALL 10% GOAL FOR LOCAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION IN COUNTY SERVICES. CONSULTANTS WILL TAKE ALL REASONABLE AND NECESSARY AFFIRMATIVE STEPS TO ASSURE THAT LOCAL DBE FIRMS WILL BE UTILIZED FOR THIS PROJECT.

The Lee County Board of County Commissioners invites Letters of Interest from Consultants to provide professional services for the project known as County Financial Advisor.

Before submitting Letters of Interest, interested Consultants **must** obtain from Lee County Procurement Management, 1825 Hendry Street, 3rd FL, Fort Myers, FL 33901 or by calling (239) 533-5450 a copy of the complete Competitive Negotiations package dated July 5, 2011 for this project. **Or you may download these documents from our Internet site at** www.lee-county.com/contracts **(under Projects Bulletin). Please Note: if the Official Documents are not obtained from Lee County Procurement Management (either by request or downloading), or are modified in any manner, your firms Letter of Interest will not be accepted for consideration by the County.**

All firms are hereby placed on notice that the County Commission nor any employees from the Project Sponsoring Department nor members of the Competitive Negotiation Committee wish to be lobbied either individually or collectively about this project. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff members for such purposes as holding meetings of introduction, dinners, etc. to influence the outcome of the selection process, if they intend to, or have submitted a proposal or Letter of Interest for this project.

All Letters of Interest must be submitted via email (to ContractsInBox@leegov.com) or in person to Lee County Procurement Management on the 3rd Floor of the County/City Annex Building, 1825 Hendry Street, Fort Myers, Florida 33901, not later than 2:00 p.m., **Thursday, July 28, 2011.**

THIS DOCUMENT CAN BE MADE AVAILABLE IN ALTERNATIVE ACCESSIBLE FORMATS TO PERSONS WITH DISABILITIES, UPON REQUEST.

LEGAL AD
TO RUN: Tuesday, July 5, 2011

NOTICE OF COMPETITIVE NEGOTIATION
CN-11-15
FINANCIAL ADVISOR

Dated: July 5, 2011

Notice To Interested Consultants: Before submitting Letters of Interest, interested Consultants **must** obtain from Lee County Procurement Management, 1825 Hendry Street, 3rd FL, Fort Myers, FL 33901 or by calling (239) 533-5450 a copy of the complete Competitive Negotiations package dated July 5, 2011, for this project. **You may also download these documents from our Internet site at** www.lee-county.com/contracts **(under Projects Bulletin). Please Note: if the Official Documents are not obtained directly from Lee County Contracts Management (either by request or downloading), or are modified in any manner, your firms Letters of Interest will not be accepted for consideration by the County.**

All Letters of Interest must be submitted via email (to contractsinbox@leegov.com) or in person to Lee County Procurement Management on the 3rd Floor of the County/City Annex Building at 1825 Hendry Street., Fort Myers, Florida 33901, not later than 2:00 p.m., **Thursday, July 28, 2011**. Please read the Response Procedure carefully!

The Lee County Board of County Commissioners anticipates seeking professional consultant services on the project listed in this advertisement. Consideration will be given to only those firms that are qualified pursuant to law.

SELECTION PROCEDURE: The selection of the Consultant will be made in accordance with Lee County Procurement Policy and Chapter 287.055 Florida Statutes. Some or all of the responding firms may be requested to provide telephone interviews or written or oral technical proposals (or both), for the ranking process. After ranking of the consultants by the BOCC, the contract fee will be negotiated in accordance with Section 287.055, Florida Statues.

Note: For estimated short-list and final selection meeting dates they can be reviewed on the Contracts Management web page at ***www.lee-county.com/contracts***. For more information contact the Contracts Office at 239-533-8883.

RESPONSE PROCEDURE: Qualified consultants are encouraged to submit a Letter of Interest for the project by **2:00 PM** Eastern time on the specified date indicated above. **Letters of Interest will be submitted as attached files to E-Mail or in Person to the indicated response address and will be composed of a single file in Adobe PDF format (unzipped). Letters of Interest should not contain links to other Web pages and will, at a minimum, include the following information:**

a. Project CN number and Name
b. Consultant's name and address
c. Proposed responsible office for consultant
d. Contact person, phone and fax number and Internet Email Address
e. Statement regarding qualifications of consultant and/or proposed sub-consultants for the advertised work
f. Proposed key personnel and their proposed roles (do not include resumes)
g. Sub-consultant(s) that may be used for the project
h. Indication as to whether the prime firm and/or sub-consultants are a disadvantaged Business Enterprises (DBE)
i. Provide a listing of general governmental clients over the past three (3) years to whom the firm has served as financial advisor including name of contact persons and phone numbers
j. Organizational chart of the financial team, including sub-consultants
k. Brief one page narrative of any unique or creative approach your firm would propose to financial advisory work.
l. Provide an analysis as to why your firm is uniquely qualified to serve as the county's general financial advisor
m. List the various types of municipal debt issuances on which the firm has served as financial advisor over the past three (3) years.
n. List the various types of municipal debt issuances on which the firm has served as underwriter over the past three (3) years.
o. Provide a listing of the Florida debt issuances in which your firm has participated and what capacity your firm has served over the past three (3) years.

p. Give a description of the firm's financial background and advisory capabilities including 10(K) forms as filed for the past three (3) years.
q. Provide a listing of projects and/or analyses which are not related to the issuance of debt.
r. Describe what compensation arrangement is desired e.g. whether compensation will be based on transaction basis vs hourly rates.

The delivery of said Letter of Interest to Lee County prior to or on the time and date as stated in the Notice is solely and strictly the responsibility of the Consultant. Lee County shall not be responsible for delays caused by the E-mail System(s), United States Postal Service, Overnight Express Mail Services, or for delays caused by any other occurrence. The County expressly reserves the sole and exclusive right to accept or reject a late Letter of Interest when the lateness is due to matters beyond the control of any third party delivery service. Late Letters of Interest may be returned to the Consultant with the notation: "This Letter of Interest was received after the specified deadline time".

EXHIBIT "A"
Lee County Proposed Scope of Services
For
FINANCIAL ADVISOR

Major Work/Minor Work

SCOPE OF PROFESSIONAL SERVICES

A. BASIC SERVICES FOR GENERAL COUNTY FINANCIAL ADVISOR

1. Advise the County on the most fiscally responsible process of conducting the sale of bonds by recommending competitive bidding, negotiation, or some other means. The Financial Advisors will not participate either directly or indirectly as underwriters in the sale of the bonds, nor have any financial interest, directly or indirectly in such sale, except as to compensation paid hereunder by the County.

    a. For competitively bid bond issues:

        (1) Assist the County in preparing the bid documents, including but not limited to the notice of sale.

        (2) At the time of the sale, advise the County as to the best bid received, based upon the verification of bids, and recommend an award, which in the Financial Advisor's judgment is in the best interest of the County.

        (3) Assist in bid protest procedures as needed.

    b. For negotiated bond issues:

        (1) Assist in determining the optimal timing of the issue.

        (2) Assist the County in preparing a Request for Proposal.

        (3) Assist the County in preparing presentations to the universe of underwriters in order to fully describe the bonds to be issued.

        (4) Participate in the evaluation of the proposals received with selected County personnel.

        (5) Participate in the "pricing call" and advise the County as to the reasonableness of the components of the underwriters' spread.

    c. For other means of bond procurement:

        (1) As directed by the County.

SCOPE OF PROFESSIONAL SERVICES (Continued)

2. Provide or evaluate specific recommendations on each bond issue regarding the following:

   a. Aggregate principal amount of bonds to be issued;

   b. The timing of the offering;

   c. The definitive structure of the bond issue, including but not limited to maturity range, Serial and/or Term Bonds, CAB's, etc.; and

   d. Optional Redemption and Call Provisions.

3. Prepare and present to the Board of County Commissioners an independent analysis for each bond issue. The analysis should address the interest rate, underwriter's fees and other factors and the analysis should indicate whether the transaction terms are the most beneficial to the County for the type and timing of each transaction.

4. Prepare a timetable for bond issues and assist the County in coordinating meetings and conference calls.

5. Assist the County with the preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding.

6. Provide advice and assistance as needed to the County and to bond counsel through the County Attorney's office as to preparation of the necessary bond authorizing ordinance(s) and other proceedings. Assist with validation of the bonds through preparation of financial tables and exhibits and the presentation of testimony when necessary.

7. Provide assistance to the County in the composition of the Preliminary and Final Official Statements which shall conform to current acceptable disclosure guideline standards so as to make the most favorable full and accurate disclosure to the rating agencies and underwriters, and provide for the printing of Preliminary and Final Official Statements.

8. Assist in the preparation and review of all necessary Closing Documents and coordinate printing, signing and delivery of bonds on an as-needed basis.

9. Assist the County in selecting trustees, paying agents and other financial intermediaries as necessary and assist in arranging for appropriate bond insurance as required.

10. Provide, on request, reports of municipal market conditions both within the State of Florida and nationwide.

SCOPE OF PROFESSIONAL SERVICES (Continued)

11. In the area of short-term financing, provide the County with advice, guidance and assistance in bond anticipation notes, bank loans, commercial paper and interest rate swap programs, upon request.

12. Review existing debt structure and financial resources to determine available borrowing capacity and the desirability of refinancing any or all of the existing debt.

13. Develop financial models as needed to help solve complex financial issues in such areas as Transportation and Solid Waste.

14. The Financial Advisor shall be available to the County to discuss and make recommendations on such other financial matters as requested of the County, and shall be available for formal presentations to the Board of County Commissioners as necessary.

15. It is understood that the services being solicited by this request shall be on a non-exclusive basis with the advisor(s) in its sole discretion and that nothing herein contained shall be construed to the contrary.

Project Dates:

Advertisement Date	Tuesday, July 5, 2011
Response Deadline	Thursday, July 28, 2011
Respond to	***contractsinbox@leegov.com***
Phone	(239) 533-5450

Lee County, Florida

Response for
Letter of Interest for
Financial Advisory Services
CN-11-15

LEE COUNTY

July 28, 2011

"Integrity comes when character is tested;
keep true and never be ashamed of doing what is right."

DUNLAP D&A & ASSOCIATES

J. Craig Dunlap jcdunlap@dunlapandassociates.com
Kelly Ryman kryman@dunlapandassociates.com

1146 Keyes Avenue Winter Park, FL 32789 – Corporate Office
3790 Williamson Road, Fort Myers, FL 33905 Local Office
Phone: 407.678.0977 Fax: 407.678.6240
Federal ID: 59-3328233

Dunlap & Associates, Inc.

Financial Consultants

July 28, 20111

Mr. Jim Lewin
Lee County Contracts Management
1500 Monroe St., 4th Floor
Ft. Myers, FL 33901

Re: RFP # CN-11-15

Dear Mr. Lewin:

On behalf of Dunlap & Associates, Inc., I am pleased to submit our qualifications to serve as financial advisor to Lee County, Florida (the "County"). I would like to take this opportunity to formally demonstrate that Dunlap & Associates, Inc. can continue to offer the County the breadth of experience and the depth of financial planning expertise necessary to serve the County as financial advisor. Dunlap & Associates, Inc. is an independent financial advisory firm who works exclusively for and with Florida municipalities. Our knowledge and experience is "second to none".

Key Personnel and the Firm

Dunlap & Associates, Inc.'s professional staff assigned to the County is the most knowledgeable in the financial advisory business with over 130 years of combined experience in Florida. I, as **President** of the Company, will continue to have the **primary oversight responsibility** for providing services to the County. I will be assisted by Kelly Ryman, Vice President, who has 14 years of financial advisory experience in addition to a working knowledge of Lee County's debt. Ms. Ryman would continue to lead the analytical support for the County and will be the day-to-day contact for the County. Ms. Ryman will be assisted by Michael Levinson, Senior Vice President, a former **City Manager for the City of Coral Springs for 15 years** and while there assisted the City in receiving the **Malcolm Baldrige National Quality Award** (the only local or state government to receive this Presidential award) and Damon Adams, Senior Vice President, a **CPA** and a former **Director of Finance for the City of Fort Lauderdale for 25 years** Also, Susan Miner will be providing analytical and/or technical support on this account. **As owner of the Company, I ensure that I am available to my clients 24 hours per day, 365 days per year** and that our team of professionals which is comprised of CPA's, ex-investment bankers, ex-credit analysts, ex-finance director and ex-Division of Bond Finance professionals who will be there to assist you in all of your financing needs.

Philosophy and Services

Our philosophy can be summed up in the following quote: "Integrity comes when character is tested; keep true and never be ashamed of doing what is right." Dunlap & Associates, Inc., as you are aware, offers a full range of independent financial advisory services which makes our firm uniquely qualified. The services range from **strategic planning**, **project financial analysis**, **debt issuance, investment management**, **sensitivity analysis, rating agency presentations**, fuel hedging, structure **innovative financings**, identifying current or **advance refinancing opportunities**, escrow investment restructuring, revenue backed financings, taxable debt, sale-leaseback, other innovative funding mechanisms related to the issuance of debt and additional education/services not related to the issuance of debt. See page 3 of our written response.

1146 Keyes Avenue Winter Park, Florida 32789
Telephone: 407.678.0977 Telecopy: 407.678.6240

Experience

We have provided financial advisory advice to numerous issuers throughout the State, including the Counties of **Pasco, Miami-Dade, Escambia, Citrus and Orange** and the Cities of **Atlantic Beach, Davie, Miami, Lauderhill, Daytona Beach, Jacksonville Beach, Ocala, Fort Lauderdale, Lauderhill, Coral Springs, Vero Beach, Maitland, Plant City, Neptune Beach, North Miami Beach, Pompano Beach, Temple Terrace and Casselberry.**. Additionally, we have a wealth of experience with other clients which include: Florida Intergovernmental Finance Commission, Reedy Creek Improvement District (**Disney**), the Florida Municipal Power Agency, Celebration Community Development District and Kissimmee Utility Authority.

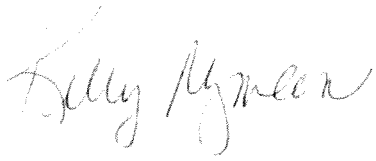
Dunlap & Associates, Inc. is the largest Florida based **independently** owned financial advisory firm with **over 130 years** of combined professional financial advisory experience in Florida. Our advice, if selected by the County, will be **independent, unbiased and not influenced by corporate pressures**. Dunlap & Associates, Inc.'s offices are **centralized in the City of Winter Park (Orlando), with additional offices in Fort Lauderdale, Vero Beach and Fort Myers,** to ensure our clients the highest degree of service.

Client References

We proudly encourage you to randomly call any of our clients for references. We have had financial relationships with them for an average of **over 16 years and in some cases, for over 25 years**.

With our **unique qualifications, expertise, independence, and reputation**, we can continue to provide you the quality of service that the County needs to optimize its financial position and achieve the lowest possible interest rate. Dunlap & Associates, Inc. would be honored to continue to serve Lee County as its Financial Advisor. We appreciate your consideration of our proposal.

Sincerely,



J. Craig Dunlap
President
Dunlap & Associates, Inc.
Winter Park, Florida

Kelly Ryman
Vice President
Dunlap & Associates, Inc.
Fort Myers, Florida

LEE COUNTY

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n.	List the various types of municipal debt issuances on which the firm has served as underwriter over the past three (3) years	20
o.	Provide a listing of the Florida debt issuances in which your firm has participated and what capacity your firm has served over the past three (3) years	20
p.	Give a description of the firm's financial background and advisory capabilities including 10(K) forms as filed for the past three (3) years	20
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Exhibit A – Florida Financings – 2008 – 2011
Exhibit B - Federal Tax Returns for Years 2007, 2008 and 2009

a. Project CN number and Name

CN-11-15
Letter of Intent
Financial Advisor

b. Consultant's Name and Address

Dunlap & Associates, Inc.
Craig Dunlap, President
Kelly Ryman, Vice President
1146 Keyes Avenue
Winter Park, FL 32789

c. Proposed Responsible Office for Consultant

Dunlap & Associates, Inc.
Craig Dunlap and Kelly Ryman
3790 Williamson Road
Fort Myers, FL 33905

d. Contact Person, Phone and Fax Number and Internet E-mail Address

Kelly Ryman
Phone: (239) 693-5201 (fax and phone)
E-Mail: kryman@dunlapandassociates.com

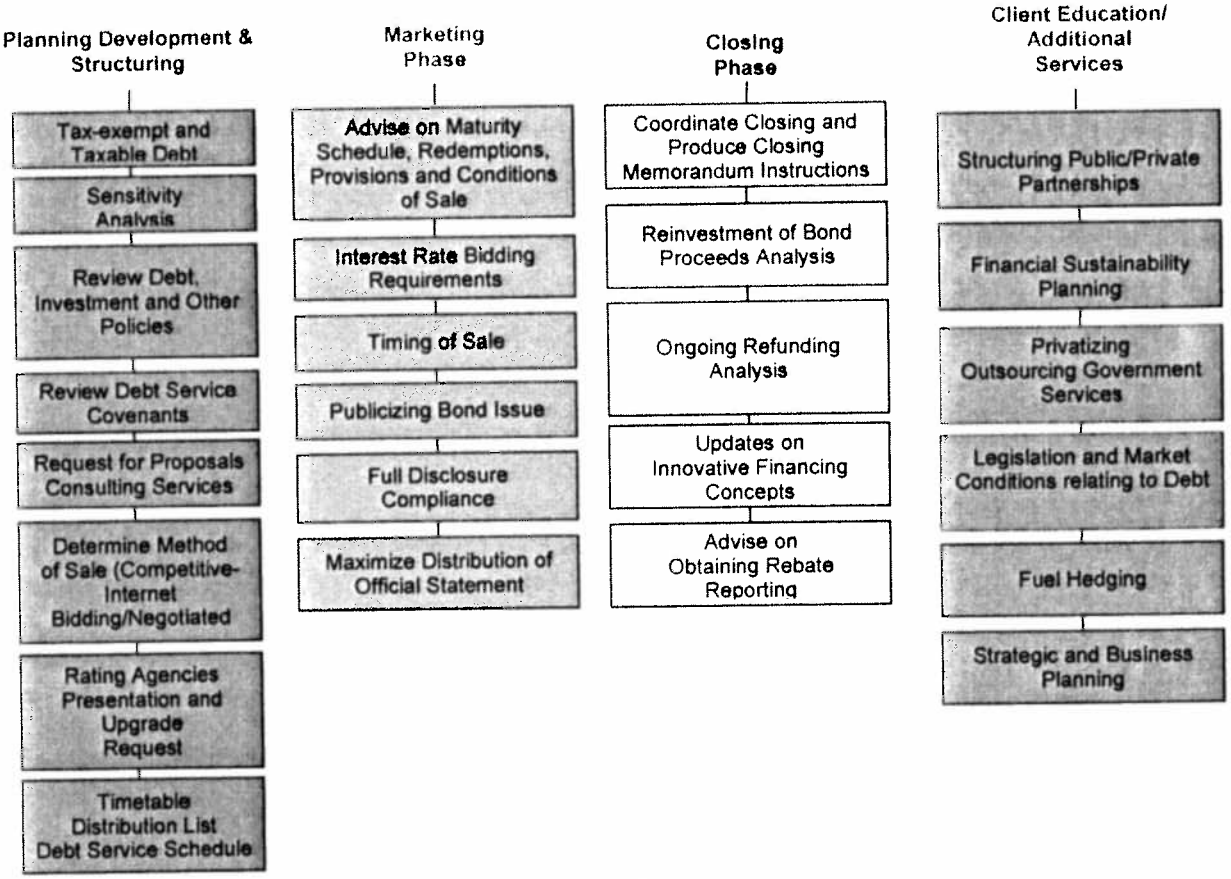
e. Statement Regarding Qualifications of Consultant and/or Proposed Sub-Consultants for the Advertised Work

As we stated in our letter, Dunlap & Associates, Inc. is the largest Florida based **independently** owned financial advisory firm with over 130 years of combined professional financial advisory experience in Florida. Our advice will continue to be **independent**, unbiased and not influenced by corporate pressures. Dunlap & Associates, Inc.'s offices are headquartered in the City of Winter Park (Orlando), with a local office in Fort Myers and regional offices in Vero Beach and Fort Lauderdale. Our locations ensure our clients the highest degree of service.

Ms. Ryman possesses an extensive working knowledge of the County's financing history over the past decade and has 14 years of financial advisory experience and Mr. Craig Dunlap's knowledge of current market conditions and over 41 years of industry experience will allow Dunlap & Associates, Inc. to be ready to assist the County, as always, to achieve their goals.

We have assessed the detailed scope of work contained in the Letter of Intent and confirmed that we have the qualifications, expertise and capacity to provide the services to the County in a timely manner. As your current Financial Advisor, we have and will continue to provide the following services (but not limited to):

Services



As your Financial Advisor, we will continue to perform the following services to evaluate the various financing vehicles available to the County. **Throughout this process, Dunlap & Associates, Inc. assumes an educational role with our clients, as we believe that a clear understanding and knowledge of the financing process will empower our clients to make better financing decisions.**

1. **Planning Development and Structuring Phase**

   a. Research and advise on aspects of tax exemption and arbitrage in cooperation with the County's legal counsel and bond counsel. Assist in obtaining Internal Revenue Service rulings, if necessary.

   b. Assist in the preparation and analysis of feasibility studies in cooperation with County officials and administrative staff, bond attorneys, accountants, architects, engineers and other professionals as requested by the County.

   c. Carefully analyze the financing to determine the best methods of strengthening its marketability consistent with current economic and capital market conditions and increasingly stringent rating agency criteria. This may involve the use of municipal bond insurance, surety bonds, letters of credit, underlying ratings, rating upgrades or other credit enhancement devices.

d. Prepare and mail request for proposals which may include municipal insurance, letter of credit facilities, leases, private placements and any other financing mechanisms financially beneficial to the County.

e. Prepare a rating/insurer/LOC presentation outline and site visit plan for potential lenders.

f. Perform a comprehensive analysis to determine the best possible plan of finance. Each issue will be analyzed on its merits, including a market test to determine its marketability. Assist in determination of method of sale. Coordinate selection of an underwriter, if a negotiated sale is selected.

g. Consult with the rating agencies, Moody's, Standard & Poor's and/or Fitch Investors Service with regard to the proposed financing and assist in obtaining the most favorable rating possible. Prepare County thoroughly for all rating presentations and participate in those meetings.

h. Provide assistance and recommendations with the selection of ancillary service providers such as municipal insurance on the bonds, registrar, trustee, printer and underwriters.

i. Act as liaison with bond counsel and coordinate other professionals providing information in connection with the proposed financing.

j. Prepare a timetable of events and distribution list for all concerned, leading to the successful financing of each project.

k. Testify at validation hearings, if necessary.

2. **Marketing Phase**

a. **Advise on the appropriate terms and conditions of the sale**, including maturity schedule, underwriter discount, redemption provisions, interest rate bidding requirements and basis for award.

b. **Advise on the timing of the bond sale**, taking into consideration such factors as changing economic conditions, current and **projected market trends** and specific requirements to the County.

c. **Coordinate with bond counsel** the preparation of authorizing resolutions and other documents involved in the sale of bonds or other methods of financing. Dunlap & Associates, Inc. will also assist in publicizing the issue in advance with an **Official Statement**, **Notice of Sale**, **Bid Forms** and such other means necessary and advisable to develop nationwide public and institutional interest.

d. **Assist the County** in meeting **full disclosure requirements** and conforming to suggested guidelines when preparing the Official Statement either as an advisor or principal author.

e. **Distribute the Official Statement** to potential purchasers of the County's securities across the nation. Directly contact those lead underwriters most likely to be syndicate managers. Maximize efforts to market the County's debt issuance most effectively.

f. **Conduct informational meetings with the investment community**, including investment bankers (dealers and dealer banks) and institutional investors (banks, bank holding companies, and insurance companies) in New York and elsewhere, if necessary, to establish bidding interest on this offering.

g. **Advertise the bond sale** in nationally prominent financial publications for competitive bids, in addition to coordinating local publication requirements.

h. **Attend the bid opening to assist with the verification and evaluation of bids** and recommend the most favorable bid for award.

3. **Financing Closing Phase**

a. **Direct bond closing details**, including coordination with bond counsel, printer, underwriter and insurance companies to promptly **execute the closing of the financing**.

b. **Furnish reinvestment analysis** to maximize earnings from investing bond proceeds. Assist staff and the architect/engineer in draw-down of funds.

c. **Direct, coordinate and supervise preparation of the transcript** and provide the County with bond and interest debt service schedules showing required semi-annual payments and other information relevant to the completed financing.

d. **Solicit bids on investment of idle** funds, if requested.

4. **Post-Closing Services**

1. **Provide continuous updates on market conditions, financial products and structures** and review of outstanding debt for potential refundings. Interact with the County Manager, County Attorney and other staff.

2. At least semi-annually, or as often as requested by the County and/or any rating agencies, Dunlap & Associates, Inc. will **facilitate the County in updating the rating agencies** on any current events and any other economic information of the County in order to keep the rating agencies abreast on the condition of the County.

3. **Facilitate the County on any required bond and loan coverage tests**, anti-dilution tests as required by loan documents or as requested by rating agencies.

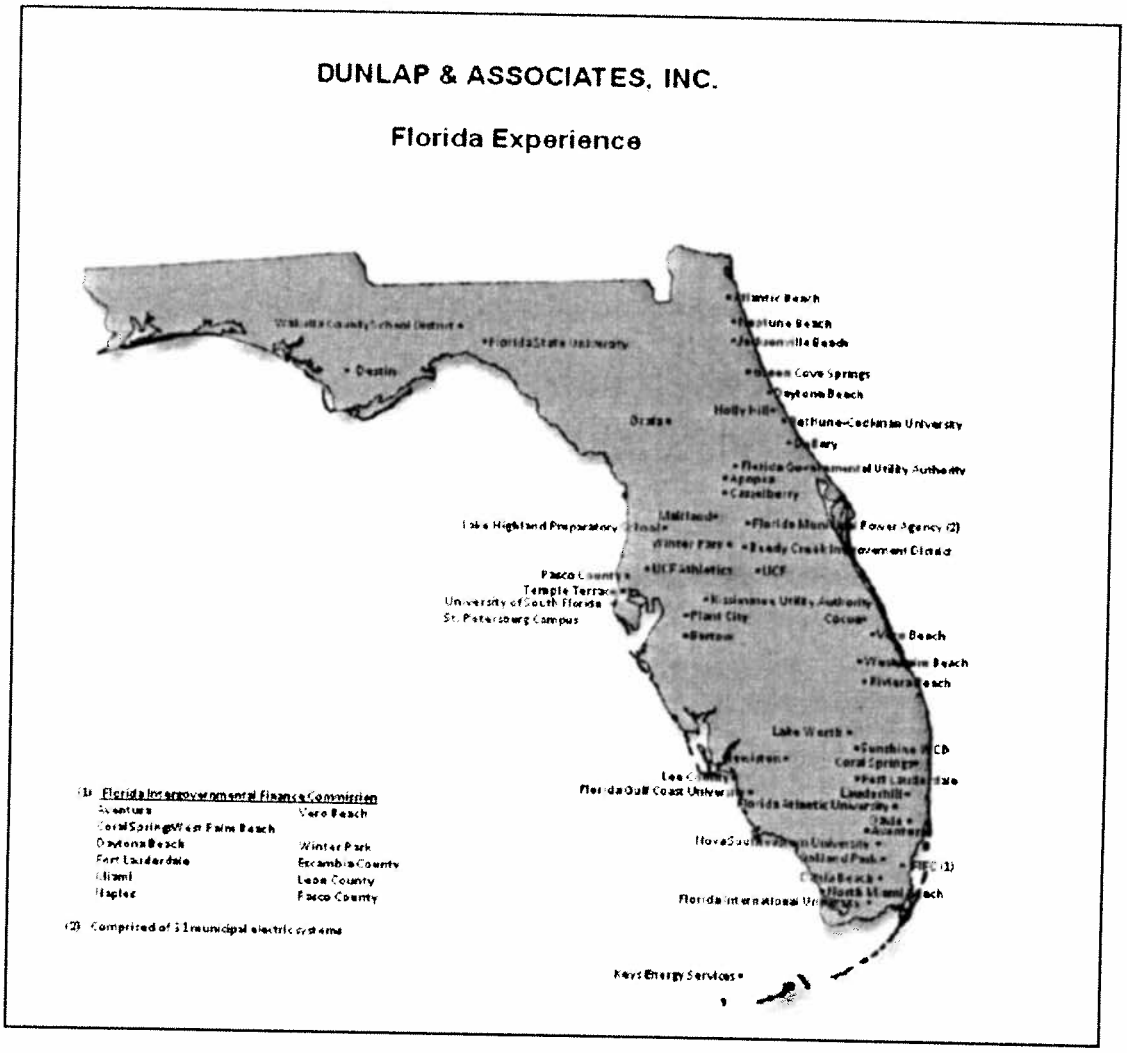
5. **Work Products**. Dunlap & Associates, Inc. shall provide the following work products for each competitive and negotiated debt offering.

1. Debt Capacity Analysis
2. Preliminary Official Statement
3. Final Official Statement
4. Official Notice of Bond Sale. (Competitively Sold Issues)
5. Estimated Timetable
6. Rating Agency Presentation Outlines and Rating Agency Site Visit Outlines
7. Such other analyses, cash flow projections and materials necessary for financial planning and bond sale purposes.

8. Bond refinancing sensitivity analyses.
9. Provide annually debt service schedules for each outstanding bond reflecting the original debt service requirement, the changes thereto, and the remaining current debt service.
10. Provide continuous updated analyses (report) of County's outstanding debt/refunding history/refunding options.

6. **Client Education and Additional Services –** At the request of the County, Dunlap & Associates, Inc. will provide training or updates on specific areas as needed and assist with any additional services requested by the County.

We represent a large diversity of county, city, state and local governments, special districts, special assessment, community colleges, state and private universities, as well as state agencies, school districts and special districts. Dunlap & Associates, Inc. will continue to provide the County with innovative ideas and recommendations that are not just the status quo. As the map below shows, Dunlap & Associates, Inc. has vast Florida client experience.



f. Proposed key personnel and their proposed roles (do not include resumes)

All of the professionals assigned to Lee County's engagement are available to work with the County as needed. Mr. Craig Dunlap, the owner and most senior professional in the industry, will continue to be the lead project manager with primary responsibility of overseeing all services provided to the County. Mr. Dunlap takes pride in being available to his clients immediately upon request.

Ms. Ryman will continue as the day-to-day contact for the County. Ms. Ryman is dedicated to the County and has a strong work ethic which the County has seen demonstrated by Ms. Ryman through her history with the County. Ms. Ryman has an extensive working knowledge of the County's financing history and requirements.

Mr. Dunlap and Ms. Ryman are supported by all the employees of Dunlap & Associates, Inc. We have a strong work ethic and our responsiveness to our clients is equal to none. The entire firm will be available to meet or respond to the County at any time. We are dedicated to our clients 7 days a week and understand that a normal work day does not end at 5:00 p.m. With the entire firm available to the County at any time, the County's needs would be met in a timely manner.

g. Sub-Consultants(s) that may be used for the project

Dunlap & Associates, Inc. currently does not anticipate using sub-consultants at this time. If a sub-consultant is required, Dunlap & Associates, Inc. will provide information on the firm.

h. Indication as to whether the price firm and/or sub-consultants for the advertised work

Dunlap & Associates, Inc. is submitting as a primary firm. As financial advisor to Lee County, we will be happy to work with any qualified minority-owned firm selected by the County. In the past, we have worked jointly and successfully with many minority-owned firms in Florida. We believe in being team players and will accept the County's selection of a minority-owned firm.

i. Provide a listing of general governmental clients over the past three (3) years to whom the firm has served as financial advisor including name of contact persons and phone numbers

REFERENCES

Below and in this section, you will find references where we have served as financial advisor. We proudly encourage you to call any of our clients for references. We have had financial relationships with them for an average of **over 16 years and in some cases, for over 25 years**.

CLIENT	CONTACT PERSON	ADDRESS
City of Atlantic Beach Client Since 1998 (13 Years)	Mr. Nelson Van Liere 904-247-5807 nvanliere@coab.us	800 Seminole Road Atlantic Beach, FL 32233
City of Aventura Client Since 2002 (9 Years)	Mr. Brian Raducci 305-466-8920 braducci@cityofaventura.com	19200 W. Country Club Dr. 5th Floor Aventura, FL 33180

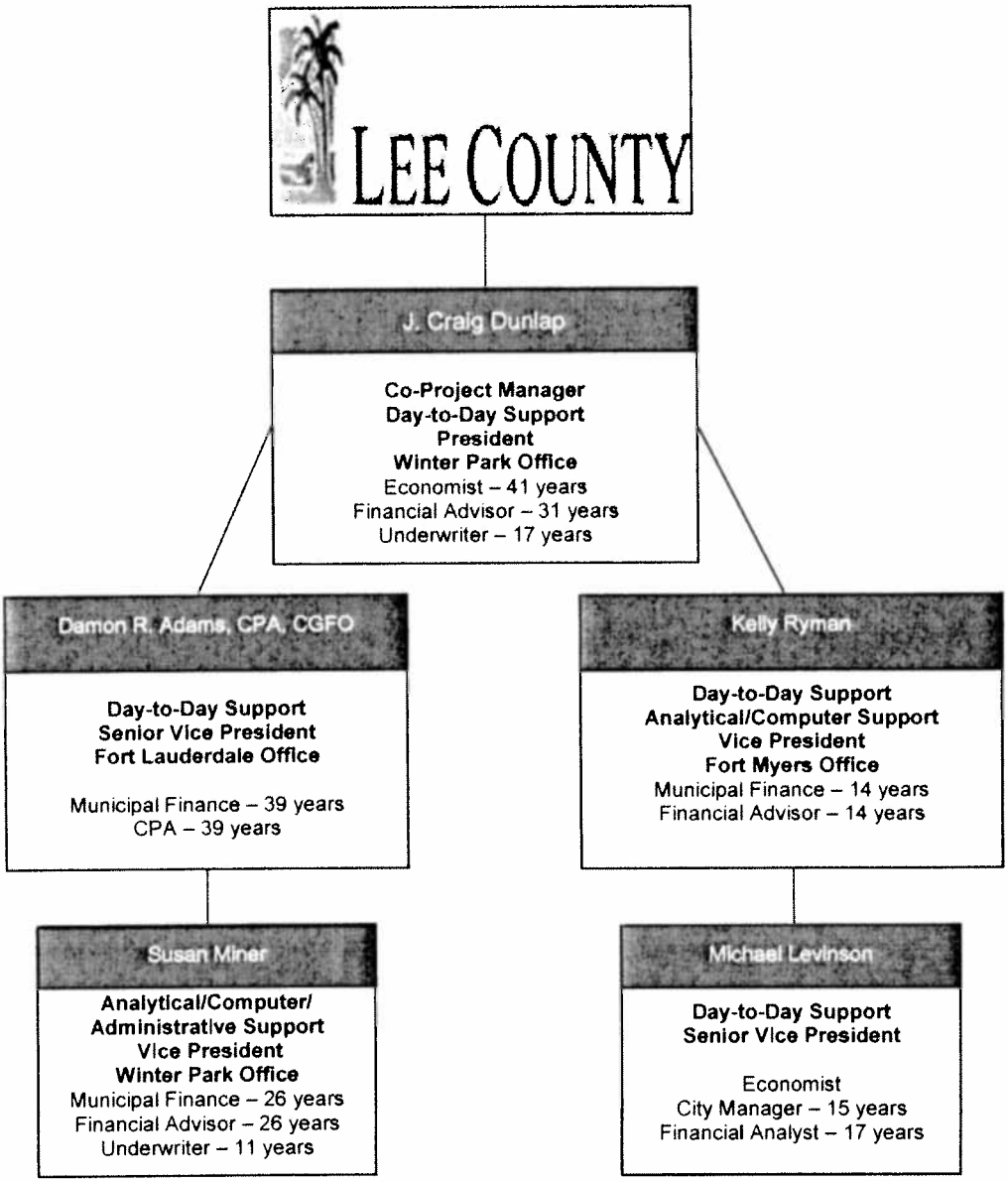
Bethune-Cookman University Client Since 2008 (3 Years)	Dr. Dean Montgomery 386-481-2030 montgomd@cookman.edu	640 Dr. Mary McLeod Bethune Blvd. Daytona Beach, FL 32114
City of Casselberry Client Since 2003 (8 Years)	Mr. Randy Newlon 407-262-7700 Ext. 1147 finance.director@casselberry.org	95 Triplet Lake Drive Casselberry, FL 32707
City of Coral Springs Client Since 1990 (21 Years)	Ms. Susan Grant 954-344-1148 sgrant@coral-springs.fl.us	9551 W. Sample Road Coral Springs, FL 33065
City of Dania Beach Client Since 2010 (1 Year)	Mr. Mark Bates 954-924-6800 mbates@ci.dania-beach.fl.us	100 W. Dania Beach Blvd. Dania Beach, FL 33004
Town of Davie Client Since 2006 (5 Years)	Mr. William Ackerman 954-797-1050 william_ackerman@davie-fl.gov	6591 Orange Drive Davie, FL 33314
City of DeBary Client Since 2006 (5 Years)	Mr. James Seelbinder 386-668-2040 jseelbinder@debary.org	850 North Charles Richard Beal Blvd. DeBary, FL 32713
City of Destin Client Since 2007 (4 Year)	Mr. Greg Kisela 850-837-4242 gkisela@cityofdestin.com	4200 Two Trees Road Destin, FL 32541
Florida Atlantic University Client Since 2007 (4 Years)	Mr. Dennis Crudele 561-297-3266 crudele@fau.edu	777 Glades Road Boca Raton, FL 33431
Florida Gulf Coast University Client Since 2010 (1 Year)	Mr. Curtis Bullock 239-590-1120 cbullock@fgcu.edu	10501 FGCU Blvd. South Fort Myers, FL 33965
Florida International University Client Since 2006 (5 Years)	Mr. Tony Vu 305-348-2544 tony.vu@fiu.edu	1120 S.W. 8th Street Miami, FL 33199

Florida Municipal Power Agency Client Since 2003 (8 Years)	Mr. Nick Guarriello 407-355-7767 nick.guarriello@fmpa.com	8553 Commodity Circle Orlando, FL 32819	
Florida State University Client Since 1994 (14 Years)	Mr. Andy Miller 850-644-3484 amiller@admin.fsu.edu	225 University Center Suite C 5100 Tallahassee, FL 32306	
City of Holly Hill Client Since 2001 (10 Years)	Mr. Kurt Swartzlander 386-248-9427 kswartzlander@hollyhillfl.org	1065 Ridgewood Avenue Holly Hill, FL 32117	
City of Jacksonville Beach Client Since 1994 (17 Years)	Mr. Harry Royal 904-247-6274 hroyal@jaxbchfl.net	11 N. Third Street Jacksonville Beach, FL 32250	
Keys Energy Services Client Since 1996 (15 Years)	Mr. Jack Wetzler 305-295-1012 jack.wetzler@keysenergy.com	1001 James Street Key West, FL 34741	
Kissimmee Utility Authority Client Since 1990 (21 Years)	Mr. Joe Hostetler 407-933-7777 Ext. 1125 jhostetl@kua.com	1701 W. Carroll Street Kissimmee, FL 34741	
City of Lauderhill Client Since 2005 (6 Years)	Mr. Kennie Hobbs 954-730-3033 khobbs@lauderhill-fl.gov	2800 Inverrary Blvd. Lauderhill, FL 33319	
City of Maitland Client Since 2003 (8 Years)	Ms. Sharon Anselmo 407-539-6201 sanselmo@ci.maitland.fl.us	1776 Independence Lane Maitland, FL 32751	
City of Oakland Park Client Since 2009 (2 Years)	William F. Underwood, II 954-630-4252 wunderwood@oaklandparkfl.org	3650 N.E. 12th Avenue Oakland Park, FL 33334	
City of Ocala Client Since 2000 (11 Years)	Mr. Matt Brower 352-351-6600 mbrower@ocalafl.org	2100 NE 30th Avenue Ocala, FL 34470	
City of North Miami Beach Client Since 2011	Ms. Roslyn Weisblum 305-948-2930 Roslyn.Weisblum@citynmb.com	17011 NE 19 Avenue North Miami Beach, FL 33162	

Pasco County Client Since 1978 (33 years)	Mr. Mike Nurrenbrock 727-847-8129 mnurrenbrock@pascocountyfl.net	7530 Little Road New Port Richey, FL 34654
Reedy Creek Improvement District (Disney) Client Since 1990 (21 Years)	Ms. Ann Blakeslee 407-828-3548 ablakeslee@rcid.dst.fl.us	1900 Hotel Plaza Boulevard Lake Buena Vista, FL 32830
City of Temple Terrace Client Since 1980 (31 Years)	Ms. Diane Reichard 813-989-7103 dreichard@templeterrace.com	11250 N. 56th Street Temple Terrace, FL 33617
University of Central Florida Client Since 2003 (8 Years)	Mr. Bill Merck 407-823-2351 wmerck@mail.ucf.edu	P.O. Box 163555 Orlando, FL 32816
City of Vero Beach Client Since 1978 (33 Years)	Mr. Stephen Maillet 772-978-4770 smaillet@covb.org	1053 20th Place Vero Beach, FL 32961
City of Winter Park Client Since 2003 (8 Years)	Mr. Randy Knight 407-599-3236 rknight@ci.winter-park.fl.us Mr. Wes Hamil 407-599-3381 whamil@ci.winter-park.fl.us	401 S. Park Avenue Winter Park, FL 32789

j. Organizational chart of the financial team, including sub-consultants

Provided below is a chart of the individuals assigned to work with Lee County, Florida.



k. Brief one page narrative of any unique or creative approach your firm would propose to financial advisory work

Dunlap & Associates, Inc. will continue to review with the County their current needs and provide suggestions to achieve those goals. The personnel employed at our firm have over 130 years of combined experience in the field of public finance. As a result of this experience, we have structured and have "hands-on experience" with a myriad of innovative financing structures.

Based upon discussions with the County, staff has expressed their need for interim financing from time to time. The Florida Association of Counties currently has a commercial paper program which the County has obtained approval to participate in. However, the County is restricted to the Program's covenants and fees which does not provide the County with maximum financing flexibility. Dunlap & Associates, Inc. continues to recommend that the County create their own Commercial Paper Program with Lee County as the Issuer. Under the current Letter of Credit marketplace, banks have an increased appetite for these types of transactions given their high liquidity levels. By being the Issuer, we can assist the County in negotiating less restrictive covenants and lower costs of issuance, which, combined with historically low interest rate levels, will produce the lowest short term cost of borrowing.

Commercial Paper Program for Lee County

Currently, financial institutions are highly liquid and have expressed their willingness to issue Letter of Credits for Florida issuers to support their commercial paper programs. The commercial paper program could be structured so that the County can utilize it for short term funding of tax-exempt or taxable projects. Commercial Paper is purchased, traded and matures at par and is considered one of the lowest cost and versatile securities of the short-term municipal market. The County would finance their short term funding needs through their own Commercial Paper Program. The County could structure the Program to meet their needs. Some advantages would be:

- Commercial Paper obligations are issued for varying terms (1 to 270 days) thus allowing the County to determine the appropriate length instead of meeting the required dates of the Florida Association of Counties' repayment dates.
- Backed by a letter of credit to achieve low interest rates. The estimated variable rate cost of borrowing under a commercial paper program as of July 20, 2011 would be 0.95% versus a bond issue with an All-In TIC of 3.75% (15 years). The 0.95% assumes letter of credit fees of 0.80% plus remarketing fees of 0.08% and SIFMA 0.07%, which equals 0.95%
- Interest accrued only on the amount outstanding
- Frees up working capital for other purposes
- Minimal up front disclosure requirements and quick turn-around of documents
- May be used as a way to balance overall debt and takes advantage of low short term rates

The Program would require monitoring of interest rate risk which could arise if short term rates begin to increase. Dunlap & Associates, Inc. would assist the County with monitoring of the program and provide advice as to when to set/convert the variable rate to a fixed rate through a bond issue. As with any variable rate debt instrument, there would be interest rate risk. With adequate budgeting, the Commercial Paper Program could offset any of these risks.

Fuel Hedging

A Fuel Hedging Program is a tool that governmental entities can use to reduce their exposure to rising fuel costs. Fuel Hedging contracts allow governmental entities the ability to fix fuel costs through a commodity swap or option. Through discussions with staff, this Program may be beneficial to the County. Dunlap & Associates, Inc. can assist the County with the creation of such a Program along with bidding of the fuel option to assure a positive outcome. If not executed properly, this process can result in unfavorable and costly positions for the County. Dunlap & Associates, Inc., as Financial Advisor to the Florida Municipal Power Agency, has experience in this process and will assist staff in obtaining additional information to evaluate the benefits and drawbacks of fuel hedging.

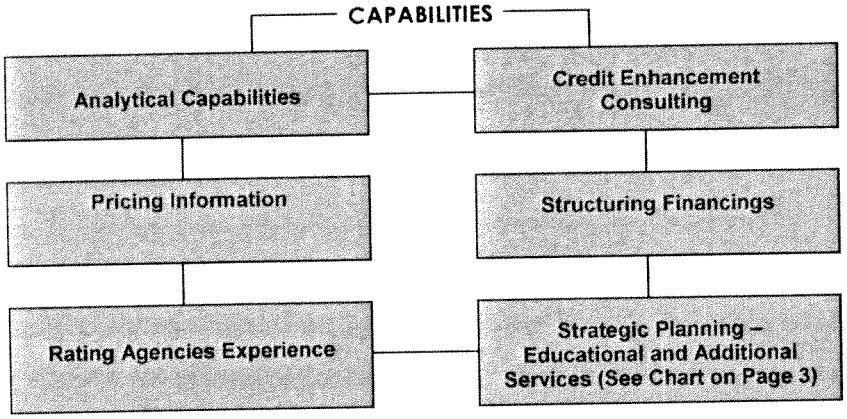
I. Provide an analysis as to why your firm is uniquely qualified to serve as the County's general financial advisor

Dunlap & Associates, Inc. has consistently demonstrated throughout the years of service to our clients and to the County, our knowledge of municipal finance and how that knowledge translates into innovative financing techniques that have saved millions of dollar in financing costs.

Dunlap & Associates, Inc. is the leading financial advisor in Florida, bringing clients a broad range of experience in public finance, investment management and innovative financing concepts. Our professionals are the most experienced in Florida in advising clients in the suitability of all interest rate hedging products and other alternatives, including restructurings and unwinding of hedging products.

Our financial advisory services range in scope from: strategic planning issues, debt and investment policy drafting, sensitivity analysis, rating agency presentations, structuring innovative financings, debt capacity analysis, potential for current or advance refinancing opportunities, escrow investment restructuring, general obligation debt and revenue backed financings, tax increment financing, certificate of participation financing, interest rate hedging products and competitively bidding bond proceeds.

For an understanding of the different areas of expertise that Dunlap & Associates, Inc. can provide to the County, we offer the following comprehensive list of possible services that can be provided to the County. As you can see, our list of services are unmatched by our competitors. Those services include:



Analytical Capabilities

Dunlap & Associates, Inc. has the most advanced computer capabilities, telecommunications and market information systems available in the industry. Our firm has state-of-the-art computer equipment, including local units which enable us to promptly verify bids or escrow requirements. Currently, we maintain the most modern software program for sizing, structuring, refunding, data base and graphics. Additionally, our programs are able to provide for optimum open market escrow funding through linear programming techniques which have proven valuable in periods of negative arbitrage. Our analytical and computer capabilities are available to our clients for all phases of their financings. In fact, with our local units we can provide clients with this information while we are at their offices. This will prove extremely beneficial, especially during volatile market conditions. The accuracy of all of our software has been actuarially verified by major accounting firms involved in the verification of bond issues and/or escrow funds. Dunlap & Associates, Inc.

provides its clients with a comprehensive array of analytical capabilities. Dunlap & Associates, Inc. professionals include members experienced in credit research, economic analysis, computer analysis, municipal bond structuring and refunding techniques. Dunlap & Associates, Inc. maintains the most advanced and sophisticated computer capabilities. Each member of Dunlap & Associates, Inc.'s professional staff is provided with a personal computer. We also provide employees with remote transmission capabilities for field use.

To supplement Dunlap & Associates, Inc. in-house financial analysis models, Dunlap & Associates, Inc. uses a bond structuring program developed by DuBois, Brown & Co., Inc., which optimally sizes and structures debt issues given any number of constraints. This municipal finance program, which currently constitutes the industry standard, is integrated with other proprietary computer programs transformed into graphics for presentation purposes. Dunlap & Associates, Inc. maintains extensive computer applications which are used for debt structuring, cash flow analyses, debt management, investment management, leasing analyses, and other modeling requirements. These applications include Windows XP and Microsoft Office Suite (includes Word, Excel, PowerPoint and Access).

The County is aware of Ms. Ryman's analytical capabilities as demonstrated in the past decade. She has provided the County with assessment calculations, preliminary debt service schedules and final debt calculations as can be seen in the majority of the final financial advisory memos in the County's possession.

Pricing Information

Our access to market information is among the finest in the industry. Available resources include real-time Telerate, Market Master and Reuters as well as syndicate managers with major municipal securities underwriting desks in Florida and New York. In short, our pulse is continually on the market. This capability is critical during the pricing of issues, especially because unlike other firms, we do not rely on second-hand information.

Rating Agency Experience

Dunlap & Associates, Inc. is the most experienced financial advisory firm in Florida with the credit rating process. Our philosophy is to take a very pro-active role in dealing with nationally recognized credit rating agencies in order to improve the credit ratings of the clients. Over the years, we have developed strong working relationships with the rating agencies because we understand the review process and requirements. With this in-depth knowledge, we properly prepare our clients to address all potential questions from the rating agencies and resolve any potential issues prior to the presentation. This results in a well orchestrated and detailed presentation to achieve the highest possible credit rating. Though this preparation does not always guarantee a rating upgrade, it is essential to have an experienced credit analyst at our firm assist the County in this process.

Credit Review

Dunlap & Associates, Inc. has a team of professionals previously trained as credit analysts at major banking institutions. These professionals continually monitor our clients' financial condition and submit annual or semi-annual credit rating reviews or requests for credit rating upgrades, depending on the financial condition of each client. This internal semi-annual and annual credit rating evaluation process is an essential part of our ongoing financial advisory services.

Structuring a Financing

Our in-depth knowledge of the rating agency process, the criteria and guidelines for each type of financing, allows us to structure each financing to achieve the highest possible credit rating while providing a maximum of financing flexibility to our clients, and in turn, achieve the lowest interest rate cost. Throughout our financial advisory experience, we have been successful in obtaining and identifying possible credit rating upgrades for our clients and to position each one of them in an optimal financial position to achieve high credit ratings.

Credit Upgrades

Our Florida clients, which are listed on the map found under Question "e", have had relationships with our firm for over 16 years on average. Consequently, we have been there to apply for their first credit rating and throughout the years have achieved upgrades for many of them. In fact, we obtained the only water and sewer revenue bond rated AAA in Florida on behalf of our client, the City of Naples, after having been in a credit rating downgrade position in the early 1990's. Similarly, for the City of Coral Springs general obligation bonds, we were also able to obtain the highest rating of AAA from Moody's, Fitch and Standard & Poor's.

Dunlap & Associates, Inc. continuously reviews the County's rating reports. The County's underlying ratings are all in the "A" category and above. With changes in legislature and current market conditions, Dunlap & Associates, Inc. will continue to assist the County with reviewing their current ratings with all three rating agencies and prepare a plan to help the County maintain their ratings.

Financial Sustainability Planning

With assistance from the County, Dunlap & Associates can provide a comprehensive overview and evaluation of outstanding debt, operating budgets, capital improvement plans, outsourcing contracts, and other pertinent financial and operational information to ascertain ways to reduce expenses and enhance revenues moving forward.

Benefits to the County

Through these quantitative resources, industry contacts and the experience of the individuals assigned, there is no other firm more qualified than Dunlap & Associates, Inc. to serve in the capacity of Financial Advisor to the County. Our knowledge of the County will allow us to continue to assist the County with up to the minute review and analysis of the County's debt. We will be able to evaluate refunding opportunities, present innovative ideas and respond to proposals received from underwriting firms.

As Dunlap & Associates, Inc. has demonstrated over the last three years, we continuously review the County's outstanding debt for any refunding opportunities. Recently we have recommended to the County to refund the Transportation Facilities Refunding Bonds, Series 2001 which currently provides over 5.00% savings. We have recommended to complete the refunding as a bank loan instead of the traditional refunding bond issue. By using this financing option, the County would recognize a lower cost of issuance and usually alower interest cost. We will continue to monitor this refunding and will advise the County if another financing vehicle would provide more cost savings to the County.

As we have noted to Staff, the County's Debt Manual is well written and used by our firm on a regular basis. The information found that the County has approximately 2% of variable rate debt with the Florida Association of Counties, Commercial Paper Program and approximately 98% of fixed rate debt. This conservative approach to debt has shielded the County from the current market situation.

Type of Debt

Funding Sources - Debt Manual FY09-10

Ms. Ryman also has extensive knowledge with the County's MSTU/MSBU program. She has provided the County with preliminary assessment calculations, final tax roll calculations and assisted with implementing the current loan program that funds the assessment financings in the past. With her knowledge of the Program, Ms. Ryman would review current outstanding assessment loans and determine if any would benefit from refunding since all of the assessment loans are prepayable without penalty. If there are any candidates, the refundings would provide savings to the taxpayers and positive media attention.

Provided below is additional information on unique and innovative concepts Dunlap & Associates, Inc. has assisted our financial advisory clients which demonstrates our firm's unique qualifications.

Kissimmee Utility Authority (KUA)

The Kissimmee Utility Authority has been a client of Dunlap & Associates, Inc. for over 20 years. In 2003, KUA developed a $60.7M Commercial Paper Program to partially finance the construction of a 250 megawatt combined Cycle Power Plant located at Cane Island, Florida. A concept developed by Dunlap & Associates and KUA was to secure a Line of Credit which is less expensive than a Letter of Credit. The Remarketing Agent was able to sell this Commercial Paper debt using the Liquidity features of a Line of Credit and the credit features of the underlying ratings of A1 and A+ assigned to KUA by Moody's and Fitch.

City of Coral Springs Variable Rate Program with No Line or Letter of Credit

The City of Coral Springs, Florida refunded their prior Sunshine Governmental Financing Commission debt through a newly created Pool Program, Florida Intergovernmental Finance Commission (FIFC). The primary reason for doing this was the City's increasing underlying ratings which allowed the City to obtain more cost effective financing than that offered by SSGFC.

At the time this refinancing was done in 2001, the City of Coral Springs, Florida had ten years remaining on its Capital Improvement debt. Dunlap & Associates, Inc. developed a finance structure for the City which issued 10-year fixed rate, non-amortizing debt. At the time of issuance, the City entered into an "interest rate swap" whereby the Counterparty paid the City a fixed rate equivalent to the coupon rate on the City's debt in exchange for the City paying a variable rate (SIFMA) plus 9 basis points. The FIFC had Program Administrative fees of 8 basis points; therefore, bringing the variable rate costs for Coral Springs to SIFMA plus 17 basis points. This all-in cost was well below other variable rate programs and did not require any ongoing Letter of Credit or Remarketing costs.

During this 10-year amortization period, the City would self-amortize this debt so that in 2011, the debt was fully retired.

CityPlace Project in West Palm Beach, Florida

Dunlap & Associates, Inc. developed a financing structure for the CityPlace CDD in 1998 which involved the use of (1) a portion ($2,000,000) of the existing Tax Increment Revenues (Coverage Revenues), (2) Tax Increment Revenues from the newly created CRA where the CityPlace Project was to be constructed, (3) Special Assessments levied on Lessee's occupying space within the CityPlace CDD and (4) a Debt Service Reserve Deficiency Agreement between the CityPlace CDD and the City of West Palm Beach, Florida. This Deficiency Agreement allowed the bonds to be insured by MBIA, thus lowering the interest rate on the Series 1998 CityPlace Bonds. This Deficiency Agreement was eliminated in 2008 when the Tax Increment Revenues and Special Assessment Revenues equaled 1.50x coverage for two historical years on the Maximum Annual Debt Service.

Lee County, Florida $79,883,000 Tourist Development Tax Revenue Bonds, Series 2010A and 2010B

This issue was done to construct a new Spring Training Facility for the Boston Red Sox. The financing structure involved the issuance of $37,403,000 of Federally Taxable Build America Recovery Zone Economic Development Bonds which carried a 45% direct interest subsidy and $42,480,000 of Federal Taxable Build America Bonds which carried a 35% direct interest subsidy. Dunlap & Associates, Inc. developed an amortization structure which retired the 35% direct subsidy debt first and the 45% direct subsidy debt last. This amortization structure allowed Lee County, Florida to secure a net interest cost rate of 3.64% for 30-year debt. This low cost of borrowing required fewer Tourist Development Tax dollars to be used for debt service, thus making more of the Tourist Development Tax dollars to be utilized for Economic Development.

m. List the various types of municipal debt issuances on which the firm has served as financial advisor

The personnel employed at our firm have combined over 130 years of experience in the field of public finance. As a result of this experience, we have been exposed to and have "hands-on experience" with a myriad of financing structures. We have included on the following pages various types of municipal debt issuances, both new money and refunding, on which our firm has served as financial advisor over the past three (3) years. We have also provided, behind Exhibit A, a detailed list of issues.

Bank Loans · Variable Rate · Fixed Rate · AMT and Non-AMT · Bank Qualified and Non-Bank Qualified · Rate Locks	Variable Rate Bonds · Commercial Paper · Variable Rate Demand Bonds · Auction Rate Securities
Fixed Rate Bonds · Bond Anticipation Notes · Tax Anticipation Notes · Revenue Anticipation Notes · Long Term Fixed Rate Bonds · Insured/Rated/Non-Rated	Interest Rate Hedges · Interest Rate Swaps · Interest Rate Caps · Interest Rate Collars · Swaptions · Forward Starting Swaps

Financing Types

Airport Facility Bonds (AMT and No-AMT) Passenger Facility Charges Sales Tax Franchise Fees Guaranteed Entitlement Local Option Gas Tax Gas Tax	General Government Ad Valorem Non-Ad Valorem Covenant to Budget and Appropriate Special Assessments Water and Sewer Solid Waste

Staff Florida Experience

Mr. Craig Dunlap, **President of the Company**, will have the **primary responsibility** for providing services to the County. Mr. Dunlap has over 41 years of experience in the public finance industry. **As owner of the Company, he ensures that his personnel on this relationship are available 24 hours per day, 365 days per year**, if necessary.

The following is **Mr. Duniap**'s recent experience by category:

Wastewater/Water/Sewer

Bartow
Cocoa
Coral Springs
Davie
DeBary
Fort Lauderdale
Holly Hill
Lauderhill
Oakland Park
Pompano Beach
Vero Beach
Winter Park
Pasco County
Florida Governmental Utility Authority

Capital Improvement

Cocoa
Coral Springs
Daytona Beach
DeBary
Fort Lauderdale
Lauderhill
Ocala
Vero Beach
West Palm Beach
Winter Park
Florida Atlantic University
Florida Gulf Coast University
Florida International University

Pooled Loan Programs

Sunshine State Governmental Financing Commission
Florida Intergovernmental Finance Commission

Community Redevelopment Agencies

Boca Raton
Celebration CDD
Daytona Beach
Enterprise CDD
Midtown Miami CDD
Temple Terrace CDD
Winter Park CRA

Special Assessment

Celebration CDD
Daytona Beach
Enterprise CDD
Midtown Miami CDD
Osceola County

Ms. Kelly Ryman, Vice President, will have the **primary day-to-day responsibility** for providing services to the County. Ms. Ryman has over 14 years of experience in the public finance industry. The following is **Ms. Ryman**'s experience by category:

Wastewater/Water/Sewer

Bartow
Cocoa
Coral Springs
Davie
DeBary
Fort Lauderdale
Holly Hill
Lauderhill
Lee County
Oakland Park
Pompano Beach
Vero Beach
Winter Park
Pasco County

Capital Improvement

Cocoa
Coral Springs
DeBary
Lauderhill
Ocala
Vero Beach
West Palm Beach
Winter Park
Lee County
Florida Atlantic University
Florida Gulf Coast University
Florida International University

Community Redevelopment Agencies

Boca Raton
Celebration CDD
Enterprise CDD
Midtown Miami CDD

Special Assessment

Celebration CDD
Enterprise CDD
Midtown Miami CDD
Osceola County
Sunshine Water Control District

Tourist Development Tax

Lee County

Mr. Damon Adams, Senior Vice President, will provide **day-to-day support** for providing services to the County. Mr. Adams has over 39 years of experience in the public finance industry. The following is **Mr. Adam**'s experience by category:

Wastewater/Water/Sewer

Coral Springs
Davie
Fort Lauderdale
Lauderhill
Oakland Park

Capital Improvement

Coral Springs
Lauderhill
West Palm Beach
Florida Atlantic University
Florida International University

Community Redevelopment Agencies

Fort Lauderdale CRA
Midtown Miami CDD

Special Assessment

Fort Lauderdale
Midtown Miami CDD

Mr. Michael Levinson, Senior Vice President, will form part of the financing team. Mr. Levinson is a former **City Manager of the City of Coral Springs for 15 years**. Mr. Levinson brings to the table the **perspective and experience of the Issuer**. Mr. Levinson serves as First President Emeritus of the Florida Sterling Council and has been also been recognized with numerous awards, including Tribute, Florida House of Representatives. The City of Coal Springs, under the stewardship of Mr. Levinson, received the Malcolm Baldrige National Quality Award. He was also recognized by the Board of County Commissioners of Broward County dedicating October 30, 2010 as Michael Levinson Appreciation Day for 15 years of exemplary service as the City of Coral Springs' City Manager.

The following is **Ms. Miner** experience by category:

Wastewater/Water/Sewer

Bartow
Cocoa
Coral Springs
Davie
DeBary
Fort Lauderdale
Holly Hill
Lauderhill
Oakland Park
Pompano Beach
Vero Beach
Winter Park
Pasco County

Capital Improvement

Cocoa
Coral Springs
DeBary
Lauderhill
Ocala
Vero Beach
West Palm Beach
Winter Park
Florida Atlantic University
Florida Gulf Coast University
Florida International University

Community Redevelopment Agencies

Boca Raton
Celebration CDD
Enterprise CDD
Midtown Miami CDD

Special Assessment

Celebration CDD
Enterprise CDD
Midtown Miami CDD
Osceola County
Sunshine Water Control District

n. List the various types of municipal debt issuances on which the firm as served has underwriter over the past three (3) years

Dunlap & Associates, Inc. is an independent financial advisory firm and does not engage in underwriting services. Therefore, we have not served as an underwriter on any debt issuances.

o. Provide a listing of the Florida Issuances in which your firm has participated and what capacity your firm has serve over the past three (3) years

Dunlap & Associates, Inc. is an independent financial advisory firm. We do not provide underwriting services. Therefore, all the deals listed below have been performed as financial advisor. We have provided a list of Florida financings behind Exhibit A.

p. Give a description of the firm's financial background and advisory capabilities included 10(K) forms as filed for the past three (3) years

Dunlap & Associates, Inc. was established in June, 1995 and has maintained an office in Florida for sixteen years. In 2001, we established an office in Fort Lauderdale. Dunlap & Associates, Inc. added a Fort Myers office in 2007 to our public finance network with Kelly Ryman heading that office. The President and originator of Dunlap & Associates, Inc. has been in the municipal finance business for **41 years** exclusively in Florida. He has served as Division of Bond Finance Director for the State of Florida, Director for Dean Witter Reynolds, an investment banking firm and Director of Evensen Dodge, a financial advisory firm, prior to starting Dunlap & Associates, Inc. in 1995. The team of professionals assigned to this account is comprised of the most senior and experienced public finance professionals in the industry, specifically, in Florida. These professionals include: economists, CPA's, doctorates in finance, former investment bankers, former commercial bankers and registered investment advisory and registered brokers.

We are privately owned and are not required to file 10K's. Included as Exhibit B are Federal tax returns for the years 2007, 2008 and 2009 which have been independently reviewed by the firm of Sines, Girvin, Blakeslee & Campbell, Certified Public Accountants. The 2010 tax return is in the process of being prepared.

Dunlap & Associates, Inc. is legally authorized, pursuant to the requirements of the Florida Statutes, to do business in the State of Florida.

q. Provide a listing of projects and/or analyses which are not related to the issuance of debt.

Dunlap & Associates, Inc. provides a wide range of services separate from debt issuances. We have assisted with preparations of debt and investment policies, reviewed Capital Plans, assist with renewing of Letter of Credit facilities for outstanding variable rate debt, and assisted with preparation of Bondholder reports.

In addition to providing the full range of services provided on under Question e., we provide financial consulting in the following areas:

1. **Structuring Public/Private Partnerships**

   Dunlap & Associates will advise the County on how to responsibly and effectively leverage their scarce resources with those of the private sector to accomplish objectives otherwise financially unattainable.

2. **Financial Sustainability Planning**

   With assistance from the County, Dunlap & Associates can provide a comprehensive overview and evaluation of outstanding debt, operating budgets, capital improvement plans, outsourcing contracts, and other pertinent financial and operational information to ascertain ways to reduce expenses and enhance revenues moving forward.

3. **Privatizing Municipal Services**

   Dunlap & Associates, Inc. can assist in the development of a Managed Competition Program, including the preparation of appropriate solicitation materials, the evaluation of proposals and negotiations with preferred vendors.

4. **Business Planning**

   Dunlap & Associates will advise the County, employing a proven business model for local government, on how to better align its scarce resources with the needs and expectations of its residents, businesses and visitors.

5. **Annually or as needed review, comment and update debt and investment policies for clients**:

   As part of our services, we review our clients' debt and investment polices as market conditions change, specifically these days when municipal insurance company's credit ratings are constantly changing. An updated review of these ratings is provided on the following page:

Bond Insurer Ratings Grid

As of 05/09/2011

RATING ISSUED BY	Assured Guaranty	AGM (formerly FSA)	NPFG (formerly MBIA)	BHAC
Moodys	Aa3	Aa3	Baa1	Aa1
S&P	AA+	AA+	BBB	AA+
Fitch	NR	NR	NR	NR
Moodys	NEG	NEG	DEVELOP	STABLE
S&P	STABLE	STABLE	-	STABLE
Fitch	-	-	-	-

6. Fuel Hedging

Dunlap & Associates, Inc. can assist the County in the creation of a Fuel Hedging Program and help assure a positive result.

7. Legislation and Market Conditions relating to Debt

Dunlap & Associates, Inc. can assist the staff with education on upcoming Legislation and market conditions so that staff can be better prepared to make decisions relating to debt issuances.

r. Describe what compensation arrangement is desired e.g. whether compensation will be based on transaction basis vs. hourly rates

Dunlap & Associates, Inc. is providing the following cost proposal for the County's consideration:

For all services not directly related to the issuance of bonds or notes:

1. Hourly rate for time and services for all officers, Senior Vice Presidents and Vice Presidents

   $170.00/ hour President

   $150.00/ hour Senior and Vice Presidents

2. Hourly rate for time and services for all financial and computer analysts

   $130.00/ hour

3. Alternative cost to above hourly fees in the form of a monthly retainer (debt issuance fees are priced separately)

   $3,000.00/ monthly

4. For all services related to the issuance of bonds or notes issued by the County, regardless of the manner of sale per series

Amount	Fee per $1,000
First $20,000,000	$0.80 per bond
Second $20,000,000 and above	$0.60 per bond
Maximum fee per any singular issue	$80,000.00
Minimum fee per any singular issue	$15,000.00

If additional services, other than financial advisor services, are required, these fees will be negotiated at a later date and mutually agreed upon.

- For investment services, the Financial Advisor will arrange for the competitive bidding of bond proceeds and will be compensated by the successful bidder in an amount consistent with Federal tax regulations.

- The present value of 1.5 to 3 basis points per year on the notional amount for the average life of the swap will apply for any interest rate hedging products, including interest rate swaps in our role as Agent in these transactions.

- For escrow restructurings and any additional services, the fees will be negotiated on a case by case basis.

EXHIBIT A
Florida Financings 2008-2011

ISSUER	AMOUNT	DATE	SALE DESCRIPTION	SALE TYPE
Florida Municipal Power Agency	$24,305,000	6/21/11	St. Lucie Project Revenue Bonds, Series 2011B	Negotiated
Florida Municipal Power Agency	$34,870,000	6/21/11	St. Lucie Project Revenue Bonds, Series 2011A	Negotiated
Kissimmee Utility Authority	$30,005,000	6/16/11	Electric System Refunding Revenue Bonds, Series 2011	Negotiated
Florida Gulf Coast University Financing Corporation	$30,000,000	6/14/11	Capital Revenue Bonds, Series 2011A	Competitive
City of North Miami Beach	$14,835,000	6/10/11	Promissory Note, Series 2011 (Refunding of FMLC Loan)	Placement
Pasco County	$39,150,000	5/26/11	Solid Waste Disposal and Resource Recovery System Refunding Revenue Bonds, Series 2011 (AMT)	Negotiated
City of Holly Hill	$4,550,000	4/26/11	Water and Sewer System Revenue Bond, Series 2011	Placement
Sunshine Water Control District	$12,880,000	4/20/11	Special Assessment Revenue Improvement Bonds, Series 2011	Negotiated
Reedy Creek Improvement District	$47,715,000	4/20/11	Ad Valorem Tax Refunding Bonds, Series 2011	Placement
Lee County	$7,060,000	3/9/11	Capital Revenue Refunding Note, Series 2011 (2000)	Placement
City of Aventura	$5,565,000	1/25/11	Promissory Note, Series 2011 (Refunding of FMLC Loan)	Placement
City of Oakland Park	$15,637,000	12/30/10	Refunding Revenue Bonds, Series 2010 (Refunding of FMLC Loan)	Placement
City of Winter Park	$16,500,000	12/22/10	Water and Sewer Refunding Revenue Bonds, Series 2010	Placement
City of Winter Park	$5,245,000	12/20/10	Electric Refunding Revenue Bonds, Series 2010	Placement
Florida Municipal Power Agency	$20,500,000	12/17/10	St. Lucie Project Revenue Bonds, Series 2010	Placement
City of Atlantic Beach	$690,000	12/14/10	Utilities System Revenue Refunding Bonds, Series 2010B	Placement
City of Atlantic Beach	$9,137,440	12/14/10	Utilities System Subordinated Revenue Bonds, Series 2010A-2	Placement
City of Atlantic Beach	$892,560	12/14/10	Utilities System Revenue Bonds, Series 2010A-1	Placement
City of Coral Springs	$5,913,000	12/14/10	Capital Revenue Note, Series 2010 (Federally Taxable -Build America Bonds- Recovery Zone Economic Development Bonds-Direct Subsidy)	Placement
City of Cocoa	$24,770,000	12/13/10	Water and Sewer System Revenue Bonds, Series 2010 (Federally Taxable - Build America Bonds - Direct Subsidy)	Negotiated

ISSUER	AMOUNT	DATE	SALE DESCRIPTION	SALE TYPE
City of Cocoa	$3,200,000	12/7/10	Capital Improvement and Refunding Revenue Bond, Series 2010	Placement
Florida Atlantic University	$44,500,000	11/23/10	Capital Improvement Revenue Bonds (Football Stadium Project), Series 2010 (Direct Subsidy Build America Bonds)	Placement
City of Neptune Beach	$700,000	11/12/10	Infrastructure Surtax Revenue Bond, Series 2010B	Placement
City of Neptune Beach	$1,700,000	11/12/10	Infrastructure Surtax Revenue Bond, Series 2010A	Placement
Higher Educational Facilities Financing Authority	$23,825,000	10/29/10	Educational Facilities Revenue Bonds, Series 2010 (Bethune-Cookman University, Inc. Project)	Negotiated
City of Jacksonville Beach	$37,285,000	10/19/10	Utility Revenue Refunding Bonds, Series 2010	Competitive
Florida Governmental Utility Authority	$121,145,000	9/30/10	Utility Refunding Revenue Bonds (Aloha Utility System), Series 2010B (Federally Taxable Build America Bonds-Direct Subsidy)	Negotiated
Florida Governmental Utility Authority	$2,760,000	9/30/10	Taxable Utility Refunding Revenue Bonds (Aloha Utility System), Series 2010A	Negotiated
City of Lauderhill	$6,565,000	9/29/10	Half-Cent Sales Tax Revenue Refunding Bonds, Series 2010	Placement
City of Lauderhill	$10,000,000	9/29/10	Water Utility Tax Revenue Bonds, Series 2010	Placement
City of Aventura	$10,385,000	9/23/10	Promissory Note, Series 2010	Placement
Reedy Creek Improvement District	$12,150,000	9/23/10	Ad Valorem Tax Refunding Bonds, Series 2010	Placement
Florida Gulf Coast University Financing Corporation	$17,000,000	9/22/10	Capital Improvement Revenue Bonds, Series 2010B (Housing Acquisition Project)	Competitive
Lee County	$1,275,000	8/23/10	Tourist Development Tax Revenue Bonds, Series 2010C	Negotiated
Lee County	$37,403,000	8/23/10	Tourist Development Tax Revenue Bonds, Series 2010B (Federally Taxable Build America Bonds-Recovery Zone Economic Development Bonds-Direct Subsidy)	Negotiated
Lee County	$42,480,000	8/23/10	Tourist Development Tax Revenue Bonds, Series 2010A (Federally Taxable Build America Bonds-Direct Subsidy)	Negotiated
City of Oakland Park	$14,885,000	8/12/10	Water and Sewer Revenue Bonds, Series 2010	Negotiated
Town of Davie	$46,245,000	7/30/10	Water and Sewer Revenue Bonds, Series 2010 (Federally Taxable Build America Bonds-Direct Subsidy)	Negotiated

ISSUER	AMOUNT	DATE	SALE DESCRIPTION	SALE TYPE
City of Plant City	$7,045,000	7/29/10	Utility System Refunding Revenue Bonds, Series 2010	Placement
Florida Governmental Utility Authority	$52,475,000	7/22/10	Taxable Utility Revenue Bonds (North Fort Myers Utility System), Series 2010B (Federally Taxable - Build America Bonds - Direct Subsidy)	Negotiated
Florida Governmental Utility Authority	$9,965,000	7/22/10	Tax-Exempt Utility Revenue Bonds (North Fort Myers Utility System), Series 2010A	Negotiated
Florida Gulf Coast University Financing Corporation	$32,000,000	7/22/10	Capital Improvement Revenue Bonds, Series 2010A (Housing Project)	Negotiated
City of Winter Park	$2,370,000	7/15/10	Park Avenue Refunding Improvement Revenue Bonds, Series 2010	Placement
Lee County	$115,987.14	6/9/10	Revenue Note, Series 2010A (McGregor Isles)	Placement
City of Plant City	$4,610,000	6/3/10	Non-Ad Valorem Refunding Revenue Note, Series 2010	Placement
City of Dania Beach	$1,005,854.94	5/28/10	Lease/Purchase Agreement with TD Equipment Financing	Placement
City of Dania Beach	$3,500,000	5/4/10	General Obligation Bank Loan, Series 2010	Placement
City of Coral Springs	$8,735,000	4/6/10	Water and Sewer Revenue Refunding Bonds, Series 2010	Competitive
Florida Governmental Utility Authority	$24,665,000	2/25/10	Taxable Utility Revenue Bonds (Lindrick Utility System), Series 2010 (Federally Taxable - Build America Bonds - Direct Subsidy)	Negotiated
The FAU Finance Corporation	$3,365,000	2/24/10	Capital Improvement Subordinate Revenue Bonds (Innovation Village Project), Series 2010B	Placement
The FAU Finance Corporation	$112,455,000	2/24/10	Capital Improvement Revenue Bonds (Innovation Village Project), Series 2010A-BAB	Negotiated
The FAU Finance Corporation	$8,475,000	2/24/10	Capital Improvement Revenue Bonds (Innovation Village Project), Series 2010A (Tax-Exempt)	Negotiated
City of Winter Park Community Redevelopment Agency	$8,100,000	2/16/10	Redevelopment Revenue Bonds, Series 2010 (Community Center)	Placement
City of West Palm Beach	$15,140,000	2/9/10	Utility System Revenue Refunding Bonds, Series 2010	Negotiated
City of West Palm Beach	$11,170,000	1/21/10	Public Service Tax Refunding Bonds, Series 2010	Negotiated
Florida Governmental Utility Authority	$5,124,200	12/23/09	Utility Revenue Bonds (Consolidated Utility System), Series 2009	Placement
Miami-Dade County Industrial Development Authority	$5,310,000	12/16/09	Taxable Revenue Bonds, Series 2009B (FIU Football Stadium Project)	Negotiated
Miami-Dade County Industrial Development Authority	$30,000,000	12/16/09	Revenue Bonds, Series 2009A (FIU Football Stadium Project)	Negotiated
Florida Municipal Power Agency	$2,790,000	12/3/09	Tri-City Project Revenue Bonds, Series 2009A	Negotiated
Florida Municipal Power Agency	$37,820,000	12/3/09	St. Lucie Project Revenue Bonds, Series 2009A	Negotiated

ISSUER	AMOUNT	DATE	SALE DESCRIPTION	SALE TYPE
Florida Municipal Power Agency	$6,615,000	12/3/09	Stanton II Project Revenue Bonds, Series 2009A	Negotiated
Florida Municipal Power Agency	$9,360,000	12/3/09	Stanton Project Revenue Bonds, Series 2009A	Negotiated
City of Clewiston	$1,414,000	9/26/09	Revenue Note, Series 2009	Placement
City of Lauderhill	$6,500,000	9/4/09	Half-Cent Sales Tax Revenue Bonds, Series 2009	Placement
Pasco County	$115,655,000	9/3/09	Taxable Water & Sewer Revenue Bonds, Series 2009B (BABs-Direct Payment)	Negotiated
Pasco County	$31,715,000	9/3/09	Water and Sewer Revenue Bonds, Series 2009A	Negotiated
City of Winter Park	$45,685,000	9/2/09	Water & Sewer Refunding and Improvement Revenue Bonds, Series 2009	Negotiated
City of Winter Park	$6,965,000	8/28/09	Electric Refunding Revenue Bonds, Series 2009B	Negotiated
City of Winter Park	$28,020,000	8/28/09	Electric Refunding Revenue Bonds, Series 2009A	Negotiated
City of Destin	$8,500,000	8/25/09	Harbor Community Redevelopment Agency Tax Increment Revenue Bonds, Series 2009	Placement
Lee County	$450,554.75	8/19/09	Revenue Note, Series 2009A (Emily Lane Water and Sewer MSBU Project)	Placement
Kissimmee Utility Authority	$60,700,000	8/19/09	Electric System Refunding Revenue Bonds, Subordinate Series 2003 (Remarketing)	Negotiated
City of Cocoa	$6,675,000	7/30/09	Taxable Water & Sewer System Ref Rev Bonds, Series 2009C	Negotiated
City of Cocoa	$13,820,000	7/30/09	Water & Sewer System Refunding Revenue Bonds, Series 2009B	Negotiated
City of Cocoa	$8,795,000	7/30/09	Water & Sewer System Revenue Bonds, Series 2009A	Negotiated
Town of Davie	$60,000,000	5/29/09	Educational Facilities Revenue Bonds, Series 2009 (NSU Project)	Placement
City of DeBary	$5,000,000	5/27/09	Stormwater Utility Assessment Revenue Note, Series 2009	Placement
City of Lauderhill	$6,000,000	4/15/09	Stormwater Utility Revenue Bonds, Series 2009	Placement
Florida Municipal Power Agency	$15,235,000	3/16/09	All-Requirements Power Supply Project Revenue Bonds, Series 2009B	Negotiated
Florida Municipal Power Agency	$154,480,000	3/16/09	All-Requirements Power Supply Project Revenue Bonds, Series 2009A	Negotiated
City of Temple Terrace	$21,800,000	3/5/09	Taxable Non-Ad Valorem Revenue Note, Series 2009	Placement
Florida Governmental Utility Authority	$106,710,000	2/27/09	Utility Revenue Bonds, Series 2009 (Aloha Utility System Acquisition)	Placement

ISSUER	AMOUNT	DATE	SALE DESCRIPTION	SALE TYPE
Florida Municipal Power Agency	$74,810,000	11/19/08	All-Requirements Power Supply Project Variable Rate Demand Ref Rev Bonds, Series 2008E	Negotiated
Florida Municipal Power Agency	$42,305,000	11/19/08	All-Requirements Power Supply Project Variable Rate Demand Ref Rev Bonds, Series 2008D (Federally Taxable)	Negotiated
Florida Municipal Power Agency	$154,565,000	11/19/08	All-Requirements Power Supply Project Variable Rate Demand Ref Rev Bonds, Series 2008C	Negotiated
Florida Municipal Power Agency	$37,905,000	10/31/08	Stanton Project Refunding Revenue Bonds, Series 2008	Negotiated
Broward County Educational Facilities Authority	$60,000,000	10/17/08	Educational Facilities Revenue Bonds, Series 2008 (NSU Project)	Negotiated
City of Casselberry	$2,277,000	9/11/08	Taxable Land Acquisition Note, Series 2008	Placement
Florida Municipal Power Agency	$74,885,000	9/5/08	All-Requirements Power Supply Project Revenue Bonds, Series 2008B (Taxable)	Negotiated
Florida Municipal Power Agency	$509,555,000	9/5/08	All-Requirements Power Supply Project Revenue Bonds, Series 2008A	Negotiated
City of West Palm Beach	$99,990,000	8/19/08	Utility System Variable Rate Revenue Bonds, Series 2008C	Negotiated
City of Coral Springs	$16,830,000	7/31/08	Capital Revenue Refunding Bonds, Series 2008	Competitive
Kissimmee Utility Authority	$60,700,000	7/17/08	Electric System Refunding Revenue Bonds, Subordinate Series 2003	Negotiated
City of West Palm Beach	$14,835,000	6/18/08	Utility System Revenue Bonds, Series 2008B	Negotiated
City of West Palm Beach	$53,975,000	6/18/08	Utility System Revenue Refunding Bonds, Series 2008A	Negotiated
City of Vero Beach	$14,833,000	6/10/08	Water & Sewer System Refunding Revenue Note, Series 2008	Placement
City of Vero Beach	$8,247,000	6/10/08	Electric System Refunding Revenue Note, Series 2008	Placement
City of Vero Beach	$56,325,000	6/4/08	Variable Rate Electric Refunding Revenue Bonds, Series 2003A	Negotiated
Town of Davie	$6,010,000	5/15/08	Public Improvement Revenue Refunding Bonds, Series 2008B	Placement
Town of Davie	$1,825,000	5/15/08	Public Improvement Revenue Refunding Bonds, Series 2008A	Placement
Town of Davie	$1,541,250	5/15/08	General Obligation Refunding Bonds, Series 2008B	Placement
Town of Davie	$7,250,000	5/15/08	General Obligation Refunding Bonds, Series 2008A	Placement
City of Lake Worth	$66,000,000	5/1/08	Utility System Refunding Revenue Bonds, Series 2008	Placement

ISSUER	AMOUNT	DATE	SALE DESCRIPTION	SALE TYPE
Golden Knights Corporation	$16,700,000	4/10/08	Note, Series 2008	Placement
Pasco County	$45,700,000	2/27/08	Solid Waste Disposal & Res Rec Sys Ref Rev Bonds, Series 2008A (Taxable)	Negotiated
Pasco County	$19,945,000	2/21/08	Solid Waste Disposal & Res Rec Sys Rev Bonds, Series 2008D (Non-AMT)	Negotiated
Pasco County	$4,545,000	2/21/08	Solid Waste Disposal & Res Rec Sys Ref Rev Bonds, Series 2008C (AMT)	Negotiated
Pasco County	$15,090,000	2/21/08	Solid Waste Disposal & Res Rec Sys Ref Rev Bonds, Series 2008B (Non-AMT)	Negotiated

EXHIBIT B

FEDERAL TAX RETURNS

FOR YEARS

2007, 2008 and 2009

Form **1120S**

Department of the Treasury
Internal Revenue Service (77)

U.S. Income Tax Return for an S Corporation

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
▶ See separate instructions.

OMB No. 1545-0130

2007

For calendar year 2007 or tax year beginning , ending

A S election effective date 1/01/03	Use IRS label. Otherwise, print or type.	Name DUNLAP & ASSOCIATES, INC	D Employer identification number 59-3328233
B Business activity code number (see instructions) 523110		Number, street, and room or suite no. If a P.O. box, see instructions. 1146 KEYES AVE	E Date incorporated 6/07/1995
C Check if Sch. M-3 attached ☐		City or town, state, and ZIP code WINTER PARK FL 32789	F Total assets (see instructions) $ 135,095

G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No If "Yes," attach Form 2553 if not already filed

H Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change
(4) ☐ Amended return (5) ☐ S election termination or revocation

I Enter the number of shareholders in the corporation at the end of the tax year ▶ 1

Caution. Include **only** trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1a	Gross receipts or sales 804,190 b Less returns and allowances c Bal ▶	1c	804,190
	2	Cost of goods sold (Schedule A, line 8)	2	
	3	Gross profit. Subtract line 2 from line 1c	3	804,190
	4	Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)	4	
	5	Other income (loss) (see instructions—attach statement) See Stmt 1	5	865
	6	**Total income (loss).** Add lines 3 through 5 ▶	6	805,055
Deductions (see instructions for limitations)	7	Compensation of officers	7	310,000
	8	Salaries and wages (less employment credits)	8	152,500
	9	Repairs and maintenance	9	6,320
	10	Bad debts	10	
	11	Rents	11	72,000
	12	Taxes and licenses	12	28,953
	13	Interest	13	
	14	Depreciation not claimed on Schedule A or elsewhere on return (attach Form 4562)	14	343
	15	Depletion **(Do not deduct oil and gas depletion.)**	15	
	16	Advertising	16	1,724
	17	Pension, profit-sharing, etc., plans	17	
	18	Employee benefit programs	18	
	19	Other deductions (attach statement) See Stmt 2	19	161,191
	20	**Total deductions.** Add lines 7 through 19 ▶	20	733,031
	21	**Ordinary business income (loss).** Subtract line 20 from line 6	21	72,024
Tax and Payments	22a	Excess net passive income or LIFO recapture tax (see instructions) 22a		
	b	Tax from Schedule D (Form 1120S) 22b		
	c	Add lines 22a and 22b (see instructions for additional taxes)	22c	
	23a	2007 estimated tax payments and 2006 overpayment credited to 2007 23a		
	b	Tax deposited with Form 7004 23b		
	c	Credit for federal tax paid on fuels (attach Form 4136) 23c		
	d	Add lines 23a through 23c	23d	
	24	Estimated tax penalty (see instructions). Check if Form 2220 is attached ▶ ☐	24	
	25	**Amount owed.** If line 23d is smaller than the total of lines 22c and 24, enter amount owed	25	
	26	**Overpayment.** If line 23d is larger than the total of lines 22c and 24, enter amount overpaid	26	
	27	Enter amount from line 26 **Credited to 2008 estimated tax** ▶ **Refunded** ▶	27	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ Yes ☐ No

▶ Signature of officer J. CRAIG DUNLAP Date ▶ Title PRESIDENT

Paid Preparer's Use Only

Preparer's signature ▶ DEREK J. BLAKESLEE	Date 9/04/08	Check if self-employed ☐	Preparer's SSN or PTIN P00047299
Firm's name (or yours if self-employed), address, and ZIP code ▶ SINES GIRVIN BLAKESLEE & CAMPBELL CPA PA 800 S. DILLARD ST WINTER GARDEN, FL 34787			EIN 59-1567188 Phone no. 407-656-6611

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Form **1120S** (2007)

DAA

Schedule A Cost of Goods Sold (see instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement)	5	
6	**Total.** Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and on page 1, line 2	8	

9a Check all methods used for valuing closing inventory: (i) ☐ Cost as described in Regulations section 1.471-3
(ii) ☐ Lower of cost or market as described in Regulations section 1.471-4
(iii) ☐ Other (Specify method used and attach explanation.) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c) ▶ ☐

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ ☐

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO | 9d |

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? ☐ Yes ☐ No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? ☐ Yes ☐ No
If "Yes," attach explanation.

Schedule B Other Information (see instructions)

		Yes	No
1	Check accounting method: a [X] Cash b ☐ Accrual c ☐ Other (specify) ▶		
2	See the instructions and enter the: a Business activity ▶ PLACEMENT b Product or service ▶ BOND ISSUES		
3	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: **(a)** name and employer identification number (EIN), **(b)** percentage owned, and **(c)** if 100% owned, was a QSub election made?		X
4	Has this corporation filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?		X
5	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ ☐ If checked, the corporation may have to file **Form 8281,** Information Return for Publicly Offered Original Issue Discount Instruments.		
6	If the corporation: **(a)** was a C corporation before it elected to be an S corporation **or** the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation **and (b)** has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years ▶ $		
7	Enter the accumulated earnings and profits of the corporation at the end of the tax year. $		
8	Are the corporation's total receipts (see instructions) for the tax year **and** its total assets at the end of the tax year less than $250,000? If "Yes," the corporation is not required to complete Schedules L and M-1.		X

Schedule K Shareholders' Pro Rata Share Items

				Total amount
Income (Loss)	1 Ordinary business income (loss) (page 1, line 21)		1	72,024
	2 Net rental real estate income (loss) (attach Form 8825)		2	
	3a Other gross rental income (loss)			
	b Expenses from other rental activities (attach statement)	3a		
	c Other net rental income (loss). Subtract line 3b from line 3a	3b	3c	
	4 Interest income		4	
	5 Dividends: a Ordinary dividends		5a	
	b Qualified dividends	5b		
	6 Royalties		6	
	7 Net short-term capital gain (loss) (attach Schedule D (Form 1120S))		7	
	8a Net long-term capital gain (loss) (attach Schedule D (Form 1120S))		8a	
	b Collectibles (28%) gain (loss)	8b		
	c Unrecaptured section 1250 gain (attach statement)	8c		
	9 Net section 1231 gain (loss) (attach Form 4797)		9	
	10 Other income (loss) (see instructions) Type ▶		10	

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	Shareholders' Pro Rata Share Items (continued)		Total amount
Deductions	11 Section 179 deduction (attach Form 4562)	11	
	12a Contributions Stmt 3	12a	7,190
	b Investment interest expense	12b	
	c Section 59(e)(2) expenditures (1) Type ▶ (2) Amount ▶	12c(2)	
	d Other deductions (see instructions) Type ▶ See Stmt 4	12d	31,413
Credits	13a Low-income housing credit (section 42(j)(5))	13a	
	b Low-income housing credit (other)	13b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13c	
	d Other rental real estate credits (see instructions) Type ▶	13d	
	e Other rental credits (see instructions) Type ▶	13e	
	f Credit for alcohol used as fuel (attach Form 6478)	13f	
	g Other credits (see instructions) Type ▶	13g	
Foreign Transactions	14a Name of country or U.S. possession ▶		
	b Gross income from all sources	14b	
	c Gross income sourced at shareholder level	14c	
	Foreign gross income sourced at corporate level		
	d Passive category	14d	
	e General category	14e	
	f Other (attach statement)	14f	
	Deductions allocated and apportioned at shareholder level		
	g Interest expense	14g	
	h Other	14h	
	Deductions allocated and apportioned at corporate level to foreign source income		
	i Passive category	14i	
	j General category	14j	
	k Other (attach statement)	14k	
	Other information		
	l Total foreign taxes (check one): ▶ ☐ Paid ☐ Accrued	14l	
	m Reduction in taxes available for credit (attach statement)	14m	
	n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	15a Post-1986 depreciation adjustment	15a	35
	b Adjusted gain or loss	15b	
	c Depletion (other than oil and gas)	15c	
	d Oil, gas, and geothermal properties-gross income	15d	
	e Oil, gas, and geothermal properties-deductions	15e	
	f Other AMT items (attach statement)	15f	
Items Affecting Shareholder Basis	16a Tax-exempt interest income	16a	
	b Other tax-exempt income	16b	
	c Nondeductible expenses	16c	7,929
	d Property distributions	16d	21,153
	e Repayment of loans from shareholders	16e	
Other Information	17a Investment income	17a	
	b Investment expenses	17b	
	c Dividend distributions paid from accumulated earnings and profits	17c	
	d Other items and amounts (attach statement)		
Recon-cilation	18 **Income/loss reconciliation.** Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l	18	33,421

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Schedule L Balance Sheets per Books

		Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
	Assets				
1	Cash		105,625		119,442
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts	( )		( )	
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)				
6	Other current assets (attach statement)				
7	Loans to shareholders		25,000		15,000
8	Mortgage and real estate loans				
9	Other investments (attach statement)				
10a	Buildings and other depreciable assets	34,719		34,719	
b	Less accumulated depreciation	(33,723)	996	(34,066)	653
11a	Depletable assets				
b	Less accumulated depletion	( )		( )	
12	Land (net of any amortization)				
13a	Intangible assets (amortizable only)				
b	Less accumulated amortization	( )		( )	
14	Other assets (attach statement)				
15	Total assets		131,621		135,095
	Liabilities and Shareholders' Equity				
16	Accounts payable				
17	Mortgages, notes, bonds payable in less than 1 year				
18	Other current liabilities (attach statement)				
19	Loans from shareholders				
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (attach statement)				
22	Capital stock				
23	Additional paid-in capital		100		100
24	Retained earnings				
25	Adjustments to shareholders' equity (attach statement)		131,521		134,995
26	Less cost of treasury stock				
27	Total liabilities and shareholders' equity		131,621		135,095

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: Schedule M-3 required instead of Schedule M-1 if total assets are $10 million or more—see instructions

1	Net income (loss) per books	24,627	5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize): Stmt 5	865	a Tax-exempt interest $	
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize):		6 Deductions included on Schedule K, lines 1 through 12 and 14l, not charged against book income this year (itemize):	
a	Depreciation $		a Depreciation $	
b	Travel and entertainment $ 6,933			
	Stmt 6 996	7,929	7 Add lines 5 and 6	
4	Add lines 1 through 3	33,421	8 Income (loss) (Schedule K, line 18). Line 4 less line 7	33,421

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

		(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1	Balance at beginning of tax year	2,983		
2	Ordinary income from page 1, line 21	72,024		
3	Other additions			
4	Loss from page 1, line 21	( )		
5	Other reductions Stmt 7	(47,397)	( )	
6	Combine lines 1 through 5	27,610		
7	Distributions other than dividend distributions	21,153		
8	Balance at end of tax year. Subtract line 7 from line 6	6,457		

Form **1120S**

Department of the Treasury
Internal Revenue Service

U.S. Income Tax Return for an S Corporation

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
▶ See separate instructions.

OMB No. 1545-0130

2008

For calendar year 2008 or tax year beginning , ending

A S election effective date 1/01/03	Use IRS label. Otherwise, print or type.	Name DUNLAP & ASSOCIATES, INC	D Employer identification number 59-3328233
B Business activity code number (see instructions) 523110		Number, street, and room or suite no. If a P.O. box, see instructions. 1146 KEYES AVE	E Date incorporated 6/07/1995
C Check if Sch. M-3 attached ☐		City or town, state, and ZIP code WINTER PARK FL 32789	F Total assets (see instructions) $ 129,054

G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No If "Yes," attach Form 2553 if not already filed

H Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change
(4) ☐ Amended return (5) ☐ S election termination or revocation

I Enter the number of shareholders who were shareholders during any part of the tax year ▶ 1

Caution. Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1a	Gross receipts or sales 1,380,232 b Less returns and allowances c Bal ▶	1c	1,380,232
	2	Cost of goods sold (Schedule A, line 8)	2	
	3	Gross profit. Subtract line 2 from line 1c	3	1,380,232
	4	Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)	4	
	5	Other income (loss) (see instructions—attach statement) See Stmt 1	5	885
	6	**Total income (loss).** Add lines 3 through 5 ▶	6	1,381,117
Deductions (see instructions for limitations)	7	Compensation of officers	7	377,000
	8	Salaries and wages (less employment credits)	8	167,800
	9	Repairs and maintenance	9	962
	10	Bad debts	10	
	11	Rents	11	72,000
	12	Taxes and licenses	12	47,256
	13	Interest	13	
	14	Depreciation not claimed on Schedule A or elsewhere on return (attach Form 4562)	14	221
	15	Depletion **(Do not deduct oil and gas depletion.)**	15	
	16	Advertising	16	1,516
	17	Pension, profit-sharing, etc., plans	17	108,125
	18	Employee benefit programs	18	
	19	Other deductions (attach statement) See Stmt 2	19	213,762
	20	**Total deductions.** Add lines 7 through 19 ▶	20	988,642
	21	**Ordinary business income (loss).** Subtract line 20 from line 6	21	392,475
Tax and Payments	22a	Excess net passive income or LIFO recapture tax (see instructions) 22a		
	b	Tax from Schedule D (Form 1120S) 22b		
	c	Add lines 22a and 22b (see instructions for additional taxes)	22c	
	23a	2008 estimated tax payments and 2007 overpayment credited to 2008 23a		
	b	Tax deposited with Form 7004 23b		
	c	Credit for federal tax paid on fuels (attach Form 4136) 23c		
	d	Add lines 23a through 23c	23d	
	24	Estimated tax penalty (see instructions). Check if Form 2220 is attached ▶ ☐	24	
	25	**Amount owed.** If line 23d is smaller than the total of lines 22c and 24, enter amount owed	25	
	26	**Overpayment.** If line 23d is larger than the total of lines 22c and 24, enter amount overpaid	26	
	27	Enter amount from line 26 **Credited to 2009 estimated tax** ▶ **Refunded** ▶	27	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ Yes ☐ No

Signature of officer J. CRAIG DUNLAP Date ▶ PRESIDENT Title

Paid Preparer's Use Only

Preparer's signature ▶ DEREK J. BLAKESLEE	Date 9/10/09	Check if self-employed ☐	Preparer's SSN or PTIN P00047299
Firm's name (or yours if self-employed), address, and ZIP code ▶ SINES GIRVIN BLAKESLEE & CAMPBELL CPA PA 800 S. DILLARD ST WINTER GARDEN, FL 34787			EIN 59-1567188 Phone no. 407-656-6611

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Form **1120S** (2008)

DAA

Schedule A Cost of Goods Sold (see instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement)	5	
6	**Total.** Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and on page 1, line 2	8	

9a Check all methods used for valuing closing inventory: (i) ☐ Cost as described in Regulations section 1.471-3
(ii) ☐ Lower of cost or market as described in Regulations section 1.471-4
(iii) ☐ Other (Specify method used and attach explanation.) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c) ▶ ☐

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ ☐

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO | 9d |

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? ☐ Yes ☐ No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? ☐ Yes ☐ No
If "Yes," attach explanation.

Schedule B Other Information (see instructions)

		Yes	No
1	Check accounting method: a [X] Cash b ☐ Accrual c ☐ Other (specify) ▶		
2	See the instructions and enter the: a Business activity ▶ PLACEMENT b Product or service ▶ BOND ISSUES		
3	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: **(a)** name and employer identification number (EIN), **(b)** percentage owned, and **(c)** if 100% owned, was a QSub election made?		X
4	Has this corporation filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?		X
5	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ ☐ If checked, the corporation may have to file **Form 8281,** Information Return for Publicly Offered Original Issue Discount Instruments.		
6	If the corporation: **(a)** was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation **and (b)** has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years ▶ $		
7	Enter the accumulated earnings and profits of the corporation at the end of the tax year. $		
8	Are the corporation's total receipts (see instructions) for the tax year and its total assets at the end of the tax year less than $250,000? If "Yes," the corporation is not required to complete Schedules L and M-1.		X

Schedule K Shareholders' Pro Rata Share Items

				Total amount
Income (Loss)	1 Ordinary business income (loss) (page 1, line 21)		1	392,475
	2 Net rental real estate income (loss) (attach Form 8825)		2	
	3a Other gross rental income (loss)	3a		
	b Expenses from other rental activities (attach statement)	3b		
	c Other net rental income (loss). Subtract line 3b from line 3a		3c	
	4 Interest income		4	
	5 Dividends: a Ordinary dividends		5a	
	b Qualified dividends	5b		
	6 Royalties		6	
	7 Net short-term capital gain (loss) (attach Schedule D (Form 1120S))		7	
	8a Net long-term capital gain (loss) (attach Schedule D (Form 1120S))		8a	
	b Collectibles (28%) gain (loss)	8b		
	c Unrecaptured section 1250 gain (attach statement)	8c		
	9 Net section 1231 gain (loss) (attach Form 4797)		9	
	10 Other income (loss) (see instructions) Type ▶		10	

	Shareholders' Pro Rata Share Items (continued)		Total amount
Deductions	11 Section 179 deduction (attach Form 4562)	11	1,410
	12a Contributions Stmt 3	12a	5,950
	b Investment interest expense	12b	
	c Section 59(e)(2) expenditures (1) Type ▶ (2) Amount ▶	12c(2)	
	d Other deductions (see instructions) Type ▶	12d	
Credits	13a Low-income housing credit (section 42(j)(5))	13a	
	b Low-income housing credit (other)	13b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13c	
	d Other rental real estate credits (see instructions) Type ▶	13d	
	e Other rental credits (see instructions) Type ▶	13e	
	f Alcohol and cellulosic biofuel fuels credit (attach Form 6478)	13f	
	g Other credits (see instructions) Type ▶	13g	
Foreign Transactions	14a Name of country or U.S. possession ▶		
	b Gross income from all sources	14b	
	c Gross income sourced at shareholder level	14c	
	Foreign gross income sourced at corporate level		
	d Passive category	14d	
	e General category	14e	
	f Other (attach statement)	14f	
	Deductions allocated and apportioned at shareholder level		
	g Interest expense	14g	
	h Other	14h	
	Deductions allocated and apportioned at corporate level to foreign source income		
	i Passive category	14i	
	j General category	14j	
	k Other (attach statement)	14k	
	Other information		
	l Total foreign taxes (check one): ▶ ☐ Paid ☐ Accrued	14l	
	m Reduction in taxes available for credit (attach statement)	14m	
	n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	15a Post-1986 depreciation adjustment	15a	-53
	b Adjusted gain or loss	15b	
	c Depletion (other than oil and gas)	15c	
	d Oil, gas, and geothermal properties-gross income	15d	
	e Oil, gas, and geothermal properties-deductions	15e	
	f Other AMT items (attach statement)	15f	
Items Affecting Shareholder Basis	16a Tax-exempt interest income	16a	
	b Other tax-exempt income	16b	
	c Nondeductible expenses	16c	7,926
	d Property distributions	16d	298,970
	e Repayment of loans from shareholders	16e	
Other Information	17a Investment income	17a	
	b Investment expenses	17b	
	c Dividend distributions paid from accumulated earnings and profits	17c	
	d Other items and amounts (attach statement)		
Recon-cilation	18 **Income/loss reconciliation.** Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l	18	385,115

DAA

Schedule L Balance Sheets per Books

	Assets	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
1	Cash		119,442		111,748
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts	(		(	
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)				
6	Other current assets (attach statement) Stmt 4				16,875
7	Loans to shareholders		25,000		
8	Mortgage and real estate loans				
9	Other investments (attach statement)				
10a	Buildings and other depreciable assets	34,719		36,128	
b	Less accumulated depreciation	(34,066	653	(35,697	431
11a	Depletable assets				
b	Less accumulated depletion	(		(	
12	Land (net of any amortization)				
13a	Intangible assets (amortizable only)				
b	Less accumulated amortization	(		(	
14	Other assets (attach statement)				
15	Total assets		145,095		129,054
	Liabilities and Shareholders' Equity				
16	Accounts payable				
17	Mortgages, notes, bonds payable in less than 1 year				
18	Other current liabilities (attach statement) Stmt 5		93,375		
19	Loans from shareholders				
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (attach statement)				
22	Capital stock		100		100
23	Additional paid-in capital				
24	Retained earnings		51,620		128,954
25	Adjustments to shareholders' equity (attach statement)				
26	Less cost of treasury stock		(		(
27	Total liabilities and shareholders' equity		145,095		129,054

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: Schedule M-3 required instead of Schedule M-1 if total assets are $10 million or more—see instructions

1	Net income (loss) per books	376,304	5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize): Stmt 6	885	a Tax-exempt interest $	
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize):		6 Deductions included on Schedule K, lines 1 through 12 and 14l, not charged against book income this year (itemize):	
a	Depreciation $		a Depreciation $	
b	Travel and entertainment $ 5,941			
	Stmt 7 1,985	7,926	7 Add lines 5 and 6	
4	Add lines 1 through 3	385,115	8 Income (loss) (Schedule K, line 18). Line 4 less line 7	385,115

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

		(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1	Balance at beginning of tax year	-66,918		
2	Ordinary income from page 1, line 21	392,475		
3	Other additions			
4	Loss from page 1, line 21	(		
5	Other reductions Stmt 8	(14,186	(1,985	
6	Combine lines 1 through 5	311,371	-1,985	
7	Distributions other than dividend distributions	298,970		
8	Balance at end of tax year. Subtract line 7 from line 6	12,401	-1,985	

DAA

Form **1120S**

Department of the Treasury
Internal Revenue Service

U.S. Income Tax Return for an S Corporation

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
▶ See separate instructions.

OMB No. 1545-0130

2009

For calendar year 2009 or tax year beginning , ending

A S election effective date 01/01/03	Use IRS label. Otherwise, print or type.	Name DUNLAP & ASSOCIATES, INC	D Employer identification number 59-3328233
B Business activity code number (see instructions) 523110		Number, street, and room or suite no. If a P.O. box, see instructions. 1146 KEYES AVE	E Date incorporated 06/07/1995
C Check if Sch. M-3 attached ☐		City or town, state, and ZIP code WINTER PARK FL 32789	F Total assets (see instructions) $ 463,375

G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No If "Yes," attach Form 2553 if not already filed

H Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change
(4) ☐ Amended return (5) ☐ S election termination or revocation

I Enter the number of shareholders who were shareholders during any part of the tax year ▶ 1

Caution. Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1a Gross receipts or sales 1,736,514	b Less returns and allowances	c Bal ▶	1c 1,736,514
	2 Cost of goods sold (Schedule A, line 8)			2
	3 Gross profit. Subtract line 2 from line 1c			3 1,736,514
	4 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)			4
	5 Other income (loss) (see instructions—attach statement)			5
	6 **Total income (loss).** Add lines 3 through 5 ▶			6 1,736,514
Deductions (see instructions for limitations)	7 Compensation of officers			7 498,000
	8 Salaries and wages (less employment credits)			8 179,578
	9 Repairs and maintenance			9 15,115
	10 Bad debts			10
	11 Rents			11 78,000
	12 Taxes and licenses			12 54,648
	13 Interest			13
	14 Depreciation not claimed on Schedule A or elsewhere on return (attach Form 4562)			14 22,113
	15 Depletion (**Do not deduct oil and gas depletion.**)			15
	16 Advertising			16 2,795
	17 Pension, profit-sharing, etc., plans			17 120,375
	18 Employee benefit programs			18
	19 Other deductions (attach statement) See Stmt 1			19 244,830
	20 **Total deductions.** Add lines 7 through 19 ▶			20 1,215,454
	21 **Ordinary business income (loss).** Subtract line 20 from line 6			21 521,060
Tax and Payments	22a Excess net passive income or LIFO recapture tax (see instructions)	22a		
	b Tax from Schedule D (Form 1120S)	22b		
	c Add lines 22a and 22b (see instructions for additional taxes)			22c
	23a 2009 estimated tax payments and 2008 overpayment credited to 2009	23a		
	b Tax deposited with Form 7004	23b		
	c Credit for federal tax paid on fuels (attach Form 4136)	23c		
	d Add lines 23a through 23c			23d
	24 Estimated tax penalty (see instructions). Check if Form 2220 is attached ▶ ☐			24
	25 **Amount owed.** If line 23d is smaller than the total of lines 22c and 24, enter amount owed			25
	26 **Overpayment.** If line 23d is larger than the total of lines 22c and 24, enter amount overpaid			26
	27 Enter amount from line 26 **Credited to 2010 estimated tax** ▶		**Refunded** ▶	27

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ Yes ☐ No

▶ Signature of officer J. CRAIG DUNLAP Date ▶ Title PRESIDENT

Paid Preparer's Use Only

Preparer's signature ▶ DEREK J. BLAKESLEE	Date 09/15/10	Check if self-employed ☐	Preparer's SSN or PTIN P00047299
Firm's name (or yours if self-employed), address, and ZIP code ▶ SINES BLAKESLEE MADYDA CPA PA 800 S. DILLARD ST WINTER GARDEN, FL 34787			EIN 59-1567188 Phone no. 407-656-6611

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

DAA

Schedule A Cost of Goods Sold (see instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement)	5	
6	**Total.** Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and on page 1, line 2	8	

9a Check all methods used for valuing closing inventory: (i) ☐ Cost as described in Regulations section 1.471-3
(ii) ☐ Lower of cost or market as described in Regulations section 1.471-4
(iii) ☐ Other (Specify method used and attach explanation.) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c) ▶ ☐

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ ☐

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO 9d

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? ☐ Yes ☐ No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? ☐ Yes ☐ No
If "Yes," attach explanation.

Schedule B Other Information (see instructions)

		Yes	No
1	Check accounting method: a [X] Cash b ☐ Accrual c ☐ Other (specify) ▶		
2	See the instructions and enter the: a Business activity ▶ PLACEMENT b Product or service ▶ BOND ISSUES		
3	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: (a) name and employer identification number (EIN), (b) percentage owned, and (c) if 100% owned, was a QSub election made?		X
4	Has this corporation filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?		X
5	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ ☐ If checked, the corporation may have to file **Form 8281**, Information Return for Publicly Offered Original Issue Discount Instruments.		
6	If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years ▶ $		
7	Enter the accumulated earnings and profits of the corporation at the end of the tax year. $		
8	Are the corporation's total receipts (see instructions) for the tax year and its total assets at the end of the tax year less than $250,000? If "Yes," the corporation is not required to complete Schedules L and M-1.		X

Schedule K Shareholders' Pro Rata Share Items

				Total amount
Income (Loss)	1	Ordinary business income (loss) (page 1, line 21)	1	521,060
	2	Net rental real estate income (loss) (attach Form 8825)	2	
	3a	Other gross rental income (loss) 3a		
	b	Expenses from other rental activities (attach statement) 3b		
	c	Other net rental income (loss). Subtract line 3b from line 3a	3c	
	4	Interest income	4	
	5	Dividends: a Ordinary dividends	5a	
		b Qualified dividends 5b		
	6	Royalties	6	
	7	Net short-term capital gain (loss) (attach Schedule D (Form 1120S))	7	
	8a	Net long-term capital gain (loss) (attach Schedule D (Form 1120S))	8a	
	b	Collectibles (28%) gain (loss) 8b		
	c	Unrecaptured section 1250 gain (attach statement) 8c		
	9	Net section 1231 gain (loss) (attach Form 4797)	9	
	10	Other income (loss) (see instructions) Type ▶	10	

	Shareholders' Pro Rata Share Items (continued)		Total amount
Deductions	11 Section 179 deduction (attach Form 4562)	11	3,160
	12a Contributions See Stmt 2	12a	5,700
	b Investment interest expense	12b	
	c Section 59(e)(2) expenditures (1) Type ▶ (2) Amount ▶	12c(2)	
	d Other deductions (see instructions) Type ▶	12d	
Credits	13a Low-income housing credit (section 42(j)(5))	13a	
	b Low-income housing credit (other)	13b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13c	
	d Other rental real estate credits (see instructions) Type ▶	13d	
	e Other rental credits (see instructions) Type ▶	13e	
	f Alcohol and cellulosic biofuel fuels credit (attach Form 6478)	13f	
	g Other credits (see instructions) Type ▶	13g	
Foreign Transactions	14a Name of country or U.S. possession ▶		
	b Gross income from all sources	14b	
	c Gross income sourced at shareholder level	14c	
	Foreign gross income sourced at corporate level		
	d Passive category	14d	
	e General category	14e	
	f Other (attach statement)	14f	
	Deductions allocated and apportioned at shareholder level		
	g Interest expense	14g	
	h Other	14h	
	Deductions allocated and apportioned at corporate level to foreign source income		
	i Passive category	14i	
	j General category	14j	
	k Other (attach statement)	14k	
	Other information		
	l Total foreign taxes (check one): ▶ ☐ Paid ☐ Accrued	14l	
	m Reduction in taxes available for credit (attach statement)	14m	
	n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	15a Post-1986 depreciation adjustment	15a	-80
	b Adjusted gain or loss	15b	
	c Depletion (other than oil and gas)	15c	
	d Oil, gas, and geothermal properties—gross income	15d	
	e Oil, gas, and geothermal properties—deductions	15e	
	f Other AMT items (attach statement)	15f	
Items Affecting Shareholder Basis	16a Tax-exempt interest income	16a	
	b Other tax-exempt income	16b	
	c Nondeductible expenses	16c	7,642
	d Property distributions	16d	255,022
	e Repayment of loans from shareholders	16e	
Other Information	17a Investment income	17a	
	b Investment expenses	17b	
	c Dividend distributions paid from accumulated earnings and profits	17c	
	d Other items and amounts (attach statement)		
Recon-ciliation	18 **Income/loss reconciliation.** Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l	18	512,200

DAA

Schedule L Balance Sheets per Books

	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
Assets				
1 Cash		111,748		320,457
2a Trade notes and accounts receivable				
b Less allowance for bad debts	( )		( )	
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities (see instructions)				
6 Other current assets (attach statement) Stmt 3		16,875		
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (attach statement)				
10a Buildings and other depreciable assets	36,128		203,888	
b Less accumulated depreciation	(35,697)	431	(60,970)	142,918
11a Depletable assets				
b Less accumulated depletion	( )		( )	
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)				
b Less accumulated amortization	( )		( )	
14 Other assets (attach statement)				
15 Total assets		129,054		463,375
Liabilities and Shareholders' Equity				
16 Accounts payable				
17 Mortgages, notes, bonds payable in less than 1 year				
18 Other current liabilities (attach statement) Stmt 4				19,198
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (attach statement)				65,587
22 Capital stock		100		100
23 Additional paid-in capital				
24 Retained earnings		128,954		378,490
25 Adjustments to shareholders' equity (attach statement)				
26 Less cost of treasury stock		( )		( )
27 Total liabilities and shareholders' equity		129,054		463,375

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: Schedule M-3 required instead of Schedule M-1 if total assets are $10 million or more—see instructions

1 Net income (loss) per books	504,558	5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize): a Tax-exempt interest $	
2 Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):		6 Deductions included on Schedule K, lines 1 through 12 and 14l, not charged against book income this year (itemize): a Depreciation $	
3 Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize): a Depreciation $ b Travel and entertainment $ 5,120; Stmt 5 2,522	7,642	7 Add lines 5 and 6	
4 Add lines 1 through 3	512,200	8 Income (loss) (Schedule K, line 18). Line 4 less line 7	512,200

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1 Balance at beginning of tax year	10,416	0	
2 Ordinary income from page 1, line 21	521,060		
3 Other additions			
4 Loss from page 1, line 21	( )		
5 Other reductions Stmt 6	(16,502)		
6 Combine lines 1 through 5	514,974		
7 Distributions other than dividend distributions	255,022		
8 Balance at end of tax year. Subtract line 7 from line 6	259,952		

DAA

MEMORANDUM

TO: CITY COUNCIL

THROUGH: CITY MANAGER JUDIE ZIMOMRA

FROM: SYLVIA EDWARDS, FINANCE DIRECTOR

DATE: MARCH 6, 2012

RE: GENERAL OBLIGATION REFUNDING BONDS, SERIES 2002
REFUNDING OPPORTUNITY

BACKGROUND

In support of the City Council's FY2012 goal to early retire the City's long term debt, reduce the City's annual fixed debt costs and to produce substantial finance cost savings for the City of Sanibel's taxpayers, the City of Sanibel has evaluated the refunding opportunity for the General Obligation Refunding Bonds, Series 2002 (2002 GO Bonds). The bonds are eligible for refunding on May 1, 2012.

The options analyzed are based on today's market rates. The estimated issuance cost of the new debt is approximately $50,000. There are sufficient reserves in the 2002 GO Bonds debt service fund to cover the issuance costs. The current par value amount of the outstanding bonds is $3,070,000. The City has budgeted the $100,000 redemption payment for FY2012 leaving a balance of $2,970,000 to be refunded.

Three options were considered:

1) Keep same maturity date, 2031; lower interest rate
2) Shorten maturity to 2027; lower interest rate than option 1
3) Shorten maturity to 2022; lower interest rate than option 1 and 2

The analysis is based on current market rates and 2011 taxable property values. The results are presented in the following chart:

Current Bond	Final Maturity	Average Coupon Interest Rate	Interest Savings	Net PV Savings	Average Annual Debt Service	Required Millage Rate**	Millage Rate Percent Increase (Decrease)	Tax Increase (Decrease) per $100,000 Taxable Value	Taxpayer Savings per $100,000 Taxable Value
20 yrs	2031	4.69%	$ -	$ -	$ 239,390	0.0599			
Options		**Interest Rate***							
20 yrs	2031	3.00%	$ 508,927	$ 384,451	$ 212,971	0.0533	(11.02%)	$ (0.66)	$ 13.20
15 yrs	2027	2.65%	824,902	495,905	248,211	0.0621	3.67%	0.22	26.65
10 yrs	2022	2.15%	1,144,057	664,127	338,287	0.0847	41.40%	2.48	35.10

*Based on Current Market Rates

**Based on 2011 Taxable Property Value of $4,161,460,842

RECOMMENDATION

Staff recommends option 3 to optimize finance cost savings. The debt would be retired in ten years. The Sanibel taxpayer would see an increase on their tax bill of $2.48 per $100,000 of taxable property value for the ten years. With the shorten maturity and lower interest rate a taxpayer's savings per $100,000 of taxable value would be $35.10.

Option 2 would provide finance cost savings of approximately $824,902. The debt would be retired in fifteen years. The Sanibel taxpayer would see an increase on their tax bill of $0.22 per $100,000 of taxable property value for the fifteen years. With the shorten maturity and lower interest rate a taxpayer's savings per $100,000 of taxable value would be $26.65.

Option 1 provides a finance cost savings but does not shorten the debt's maturity. The Sanibel taxpayer would see a decrease on their tax bill of ($0.66) per $100,000 of taxable property value for the twenty years. With the lower interest rate a taxpayer's savings per $100,000 of taxable value would be $13.20.

ATTACHMENT

Draft of Timetable for Bank Loan Refunding, Series 2012

CITY OF SANIBEL, FLORIDA
Timetable - DRAFT
Bank Loan Refunding, Series 2012

Mar-12						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Apr-12						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May-12						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Date	Event	Responsibility
3/6/12	Approval of Financial Advisor	CITY
3/8/12	Draft RFP Distributed to Working Group	FA
3/12/12	Comments Due on RFP	ALL
3/13/12	Final RFP Distributed to Working Group (Ad Requirements?)	FA
3/15/12	RFP Distributed Distributed RFP for Escrow Agent and Verification Agent (If needed)	FA FA
4/3/12	RFP Responses Due	FA/CITY
4/5/12	Analysis for RFP Responses Due to	FA
4/9/12	Staff Review and Recommendation to Working Group	CITY
4/12/12	First Draft of Legal Documents Distributed	BC
4/16/12	Comments Due on First Draft of Legal Documents	ALL
4/19/12	Second Draft of Legal Documents Distributed	BC
4/23/12	Comments Due on Second Draft of Legal Documents	ALL
TBD	Agenda Package Due	ALL
5/1/12	Council Meeting	ALL
5/2/12	Pre-Closing	ALL
5/3/12	Closing	ALL

BC – BMO
CITY – Sanibel, Florida
FA - Dunlap & Associates, Inc. if approved

Dunlap & Associates

Financial Consultants

December 27, 2011

Ms. Sylvia Edwards
City of Sanibel
800 Dunlop Road
Sanibel, Florida 33957

Re: Contract and Refunding Opportunities

Dear Ms. Edwards:

On behalf of Dunlap & Associates, Inc., we would be honored to serve as financial advisor to the City of Sanibel, Florida (the "City"). I would like to take this opportunity to formally demonstrate that Dunlap & Associates, Inc. can offer the City the breadth of experience and the depth of financial planning expertise necessary to serve the City as financial advisor. Dunlap & Associates, Inc. is an independent financial advisory firm who works exclusively for and with Florida municipalities. Our knowledge and experience is "second to none".

Key Personnel and the Firm

Dunlap & Associates, Inc.'s professional staff assigned to the City is the most knowledgeable in the financial advisory business with over 130 years of combined experience in Florida. I, as **President** of the Company, will continue to have the **primary oversight responsibility** for providing services to the City. I will be assisted by Kelly Ryman, Vice President, who is located in Lee County, Florida and has 14 years of financial advisory experience in addition to a working knowledge of the City's debt. Ms. Ryman will lead the analytical support and will be the day-to-day contact for the City. Ms. Ryman will be assisted by Michael Levinson, Senior Vice President, a former **City Manager for the City of Coral Springs for 15 years** and while there assisted the City in receiving the **Malcolm Baldrige National Quality Award** (the only local or state government to receive this Presidential award) and Damon Adams, Senior Vice President, a **CPA** and a former **Director of Finance for the City of Fort Lauderdale for 25 years** Also, Susan Miner will be providing analytical and/or technical support on this account. **As owner of the Company, I ensure that I am available to my clients 24 hours per day, 365 days per year** and that our team of professionals which is comprised of CPA's, ex-investment bankers, ex-credit analysts, ex-finance director and ex-Division of Bond Finance professionals who will be there to assist you in all of your financing needs.

Philosophy and Services

Our philosophy can be summed up in the following quote: "Integrity comes when character is tested; keep true and never be ashamed of doing what is right." Dunlap & Associates, Inc., as you are aware, offers a full range of independent financial advisory services which makes our firm uniquely qualified. The

1146 Keyes Avenue Winter Park, Florida 32789
3790 Williamson Road, Fort Myers, FL 33905
Telephone: 407.678.0977 or 239-693-5201
Telecopy: 407.678.6240

services range from **strategic planning**, **project financial analysis**, **debt issuance, investment management**, **sensitivity analysis, rating agency presentations**, fuel hedging, structure **innovative financings**, identifying current or **advance refinancing opportunities**, escrow investment restructuring, revenue backed financings, taxable debt, sale-leaseback, other innovative funding mechanisms related to the issuance of debt and additional education/services not related to the issuance of debt.

Experience

We have provided financial advisory advice to numerous issuers throughout the State, including the Cities/Towns of **Atlantic Beach, Davie, Miami, Lauderhill, Daytona Beach, Jacksonville Beach, Ocala, Fort Lauderdale, Lauderhill, Oakland Park, Coral Springs, Vero Beach, Maitland, Plant City, Neptune Beach, North Miami Beach, Riviera Beach, Pompano Beach, Temple Terrace and Casselberry and** the Counties of **Pasco, Lee, Miami-Dade, Escambia, Citrus and Orange**. Additionally, we have a wealth of experience with other clients which include: Florida Intergovernmental Finance Commission, Reedy Creek Improvement District (**Disney**), the Florida Municipal Power Agency, Celebration Community Development District and Kissimmee Utility Authority.

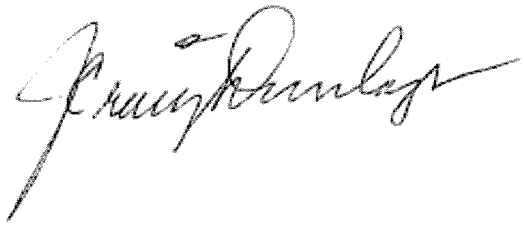
Dunlap & Associates, Inc. is the largest Florida based **independently** owned financial advisory firm with **over 130 years** of combined professional financial advisory experience in Florida. Our advice will be **independent, unbiased and not influenced by corporate pressures**. Dunlap & Associates, Inc.'s offices are **centralized in the City of Winter Park (Orlando), with additional offices in Fort Lauderdale, Vero Beach, Naples and Fort Myers,** to ensure our clients the highest degree of service.

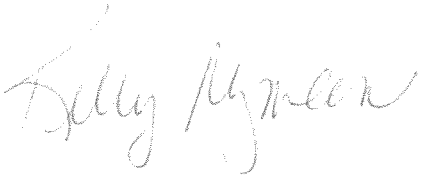
Client References

We proudly encourage you to randomly call any of our clients for references. We have had financial relationships with them for an average of **over 16 years and in some cases, for over 25 years**.

With our **unique qualifications, expertise, independence, and reputation**, we can provide the City the quality of service that the City needs to optimize its financial position and achieve the lowest possible interest rate. Dunlap & Associates, Inc. would be honored to serve the City of Sanibel as its Financial Advisor.

Sincerely,





J. Craig Dunlap
President
Dunlap & Associates, Inc.
Winter Park, Florida

Kelly Ryman
Vice President
Dunlap & Associates, Inc.
Fort Myers, Florida

1146 Keyes Avenue Winter Park, Florida 32789
3790 Williamson Road, Fort Myers, FL 33905
Telephone: 407.678.0977 or 239-693-5201
Telecopy: 407.678.6240

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this **6th day of March, 2012**, between the **CITY OF SANIBEL**, a municipal corporation of the STATE OF FLORIDA hereinafter referred to as the "CITY", and **DUNLAP & ASSOCIATES INC.**, hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the CITY desires to obtain the **FINANCIAL ADVISOR** services of said PROVIDER as further described herein; and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in the City of Sanibel, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated **March 6, 2012**, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

2.1 The CITY shall mean the City of Sanibel, a municipal corporation of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the CITY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the CITY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in the City of Sanibel, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

(2) City's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by CITY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the CITY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the CITY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD CITY HARMLESS.
The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the CITY for any portions of damages arising out of any error, omission, and/or negligence of the CITY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the CITY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the CITY any cost estimates, the PROVIDER, by exercise of its experience and judgment shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the CITY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the CITY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The CITY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated **March 6, 2012,** which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The CITY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the CITY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3 METHOD OF PAYMENT.
(1) MONTHLY STATEMENTS.
The PROVIDER shall be entitled to submit not more than one invoice statement to the CITY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

(2) PAYMENT SCHEDULE.
The CITY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the CITY object or take exception to the amount of any PROVIDER'S invoice statement, the CITY shall notify the PROVIDER of such objection or exception with the thirty (30)

calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the CITY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY. In the event of termination of this Agreement at the convenience of the CITY, the CITY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the CITY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the CITY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the CITY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the CITY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the CITY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt of the PROVIDER'S request for an extension of time, the CITY shall grant the extension if the CITY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the CITY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the CITY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the CITY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the CITY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

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

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER

subcontract any of its service obligations hereunder to third parties without prior written approval of the CITY. The PROVIDER shall have the right, subject to the CITY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated **March 6, 2012,** entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the CITY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the CITY'S prior written consent, to provide services to the CITY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

(1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect it from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverage's described herein and as are required by law to be provided on behalf of their employees and others.

(4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The PROVIDER, within fourteen (14) calendar days from receipt of the CITY'S written Notice of Award, shall submit to the CITY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the CITY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverage's of the types and to the limits specified hereinafter, and the PROVIDER shall file with the CITY certificates of all such insurance coverage's.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the CITY and licensed in the State of Florida.

(3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the CITY in triplicate.

(4) Each Certificate of Insurance shall include the following:

(A) The name and type of policy and coverage's provided;

(B) The amount or limit applicable to each coverage provided;

(C) The date of expiration of coverage.

(D) The designation of the City of Sanibel both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) Cancellation - Should any of the described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the PROVIDER shall furnish to the CITY renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the PROVIDER to provide the CITY with such renewal certificate(s) shall be justification for the CITY to terminate this Agreement.

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The PROVIDER shall obtain and maintain the following insurance coverage's:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. In addition, the policy shall include the following:

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of $100,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the CITY with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and shall include the following:

(A) Minimum limits of $100,000 per occurrence and $300,000 aggregate for Bodily Injury Liability and a minimum limit of $100,000 for Property Damage Liability, or a minimum combined single limit of $300,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of $100,000 per person and $300,000 per accident for Bodily Injury Liability and a minimum limit of $100,000 for Property Damage Liability, or a minimum combined single limit of $300,000.

(B) Coverage shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

(4) PROFESSIONAL LIABILITY

Coverage shall include the following:

(A) A minimum aggregate limit of **$1,000,000.00**

(B) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self- insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of (4) coverage to be provided within the minimum coverage limits set forth above, the CITY shall hold the PROVIDER responsible and liable for any such difference in the amount of coverage provided

by the insurance policy. In the event of any such deductible amount, exclusion or limitation, or amount of sovereign immunity, the PROVIDER shall be required to provide written documentation that is acceptable to the CITY establishing that the PROVIDER has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the CITY shall be delivered to the CITY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the CITY for reference and internal use.

ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The CITY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the CITY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the CITY.

ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO CITY

All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the CITY shall be in writing and shall be given by the United States Postal Service to the following CITY address of record:

Attention: Judith A. Zimomra, City Manager
Sylvia Edwards, Finance Director
800 Dunlop Road
Sanibel, FL 33957
Phone: 239.472.3700
Fax: 239.472.3065

17.2 NOTICES BY AUTHORITY TO PROVIDER

All notices required and/or made pursuant to this Agreement to be given by the CITY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

Dunlap & Associates, Inc.
Craig Dunlap
1146 Keyes Avenue
Winter Park, Fl. 32789
Phone : 407.678.0977
Fax : 407.678.6240
Email : jcdunlap@dunlapandassociates.com

17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the CITY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the CITY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the CITY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

CITY OF SANIBEL, FLORIDA

BY:_____
Pamela Smith, City Clerk

BY:_____
Kevin Ruane, Mayor

DATE:_____

APPROVED AS TO FORM: Kenneth B. Cuyler 2/28/12
Kenneth B. Cuyler, City Attorney Date

_____
(CONSULTANT)

_____
(Witness)

BY:_____
(Authorized Signature)

_____
(Witness)

_____
(Title)

DATE:_____

CORPORATE SEAL:

EXHIBIT A
Date: March 6, 2012

SCOPE OF PROFESSIONAL SERVICES

For FINANCIAL ADVISOR

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT (also referred to as "Provider" in the Agreement) shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

A. BASIC SERVICES FOR GENERAL CITY FINANCIAL ADVISOR

1. Advise the City on the most fiscally responsible process of conducting the sale of bonds by recommending competitive bidding, negotiation, or some other means. The Financial Advisors (also referred to as "Consultant" in the Scope of Services) will not participate either directly or indirectly as underwriters in the sale of the bonds, nor have any financial interest, directly or indirectly in such sale, except as to compensation paid hereunder by the City.

   a. For competitively bid bond issues:

      (1) Assist the City in preparing the bid documents, including but not limited to the notice of sale.

      (2) At the time of the sale, advise the City as to the best bid received, based upon the verification of bids, and recommend an award, which, in the Financial Advisor's judgment is in the best interest of the City.

      (3) Assist in bid protest procedures as needed.

   b. For negotiated bond issues:

      (1) Assist in determining the optimal timing of the issue.

      (2) Assist the City in preparing a Request for Proposal.

      (3) Assist the City in preparing presentations to the universe of underwriters in order to fully describe the bonds to be issued.

      (4) Participate in the evaluation of the proposals received with selected City personnel.

      (5) Participate in the "pricing call" and advise the City as to the reasonableness of the components of the underwriters' spread.

SCOPE OF PROFESSIONAL SERVICES (Continued)

c. For other means of bond procurement:

(1) As directed by the City.

2. Provide or evaluate specific recommendations on each bond issue regarding the following:

a. Aggregate principal amount of bonds to be issued;

b. The timing of the offering;

c. The definitive structure of the bond issue, including but not limited to maturity range, Serial and/or Term Bonds, CAB's, etc.; and

d. Optional Redemption and Call Provisions.

3. Prepare and present to the City Council an independent analysis for each bond issue. The analysis should address the interest rate, underwriter's fees and other factors and the analysis should indicate whether the transaction terms are the most beneficial to the City for the type and timing of each transaction.

4. Prepare a timetable for bond issues and assist the City in coordinating meetings and conference calls.

5. Assist the City with the preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding.

6. Provide advice and assistance as needed to the City and to bond counsel through the City Attorney's office as to preparation of the necessary bond authorizing ordinance(s) and other proceedings. Assist with validation of the bonds through preparation of financial tables and exhibits and the presentation of testimony when necessary.

7. Provide assistance to the City in the composition of the Preliminary and Final Official Statements which shall conform to current acceptable disclosure guideline standards so as to make the most favorable full and accurate disclosure to the rating agencies and underwriters, and provide for the printing of Preliminary and Final Official Statements.

8. Assist in the preparation and review of all necessary Closing Documents and coordinate printing, signing and delivery of bonds on an as-needed basis.

SCOPE OF PROFESSIONAL SERVICES (Continued)

9. Assist the City in selecting trustees, paying agents and other financial intermediaries as necessary and assist in arranging for appropriate bond insurance as required.

10. Provide, on request, reports of municipal market conditions both within the State of Florida and nationwide.

11. In the area of short-term financing, provide the City with advice, guidance and assistance in bond anticipation notes; bank loans, commercial paper and interest rate swap programs, upon request.

12. Review existing debt structure and financial resources to determine available borrowing capacity and the desirability of refinancing any or all of the existing debt.

13. Develop financial models as needed to help solve complex financial issues in such areas as transportation and solid waste.

14. The Financial Advisor shall be available to the City to discuss and make recommendations on such other financial matters as requested of the City, and shall be available for formal presentations to the City Council as necessary.

15. Provide other services including arbitrage rebate, investment of bond proceeds, swap services and any other requested investment services.

16. It is understood that the services shall be on a non-exclusive basis with the advisor(s) in its sole discretion and that nothing herein contained shall be construed to the contrary.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT

EXHIBIT B

Date: March 6, 2012

COMPENSATION AND METHOD OF PAYMENT

For FINANCIAL ADVISOR

Section 1. BASIC SERVICES/TASK(S)

The CITY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	Advisory Services – Basic Svcs-Debt Transactions: Basic Services PER SERIES for General City Finance Advisor Associates with **Bonds** As Described in Exhibit A – Items 1 - 15 Minimum Fee of $15,000 Maximum Fee of $80,000	For the first $20 million $0.80 per bond Over $20 million $0.60 per bond		
	Basic Services for General Financial Advisor Related to Debt Transactions **Other Than Bonds**			
	For services related to debt transactions including bank loans, lines of credit, pooled issuances of bonds and services needed for establishing participation in a commercial paper program other than the Florida Association of Counties and Florida League of Cities.	$15,000.00		
	For services related to special assessment financing under the Term Loan Assessment Program and review of documents associated with the Florida Association of Counties Commercial Paper Program or similar program of the Florida League of Cities.	Hourly Rate		
	Investment Services			
	Structuring Escrow Deposits for Refunding Bond Issues	$3,000.00 per issue		
	For refunding bond issues requiring an escrow deposit, Provider will structure, monitor and secure escrows at the following rates: State & Local Government Securities (SLUGS) Open Market Securities	$10,000.00 per issue		

EXHIBIT B (Continued)

Section 2. ADDITIONAL SERVICES

The CITY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the CITY shall be as set forth in Article 3.8 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated March 6, 2012, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated March 6, 2012, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: March 6, 2012

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For CN-08-30 FINANCIAL ADVISOR

CONSULTANT OR SUB-CONSULTANT NAME Dunlap & Associates Inc.

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Hourly fees for services unrelated to debt issuance:			
President	$170.00/per hour		
Senior and Vice President	$150.00/per hour		
Financial & Computer Analysis	$130.00/per hour		

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: March 6, 2012

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for FINANCIAL ADVISOR

CONSULTANT OR SUB-CONSULTANT NAME **Dunlap & Associates Inc. t**

(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Travel is only applicable Out-of-State	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Lodging (Per Person)	Actual Cost
Meals: Breakfast Lunch Dinner In accordance with the City of Sanibel Travel Policy #03-14 utilizing the "City of Sanibel " rates	 $10.00 $14.00 $26.00
*List other specific project related reimbursables (i.e. film/developing):	
Note: In-State travel expenses are not reimbursable	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C

Date: March 6, 2012

TIME AND SCHEDULE OF PERFORMANCE

For FINANCIAL ADVISOR

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 5.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	This Contract will be for a term of three (3) years, with two one (1) year extensions, each of which may be exercised at the discretion of the City, with consent of Provider, under substantially the same terms and conditions as set forth in the Service Provider Agreement.		

EXHIBIT D

March 6, 2012

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

For CN-11-15 FINANCIAL ADVISOR

CONSULTANT has identified the following Sub-Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	NONE					

EXHIBIT E

Date:

March 6, 2012

PROJECT GUIDELINES AND CRITERIA

For CN-11-15 FINANCIAL ADVISOR

The CITY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement: (If none, enter the word "none" in the space below)

Item No. 1

Any and all work to be performed by Dunlap & Associates, Inc. must be authorized by one of the following:

1. Sanibel City Council direction of the majority of the Council.

2. City Manager.

3. Finance Department Director.

All requests for work, other than those specifically requested by the Sanibel City Council, shall be confirmed in writing. The Finance Director shall serve as the Project Manager and point of contact. The City reserves the right not to compensate Provider for work undertaken outside the parameters of this paragraph.

Item No. 2

It is the responsibility and obligation of the Financial Advisor to bring to the attention of the Sanibel City Council concerns the Financial Advisor may have regarding specific debt financing transactions and other issues. The Financial Advisor shall provide independent analysis, information and recommendations to the Sanibel City Council regarding the projects and financial transactions on which the Financial Advisor performs work. At its own initiative, the Financial Advisor may arrange to appear in front of the Sanibel City Council , to discuss matters of concern.

Item No. 3

The City may terminate this contract if changes in Dunlap & Associates, Inc. project personnel are made.

EXHIBIT F

Date: March 6, 2012

AMENDMENT TO ARTICLES

For: CN-11-15 FINANCIAL ADVISOR

For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. Weeks).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT 1 – ARTICLE 7.0 – ASSIGNMENT, TRANSFER AND SUBCONTRACTS

Add at the end of the paragraph:
Including but not limited to:

a) arbitrage rebate
b) investments of bond proceeds
c) swap services
d) any other requested investment services

AMENDMENT 2 -ARTICLE 11.0 – INSURANCE COVERAGES REQUIRED

Delete the requirement of Workers Compensation, (1). Not required for this project.

LEE COUNTY
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

Brian Bigelow
District Two

Ray Judah
District Three

Tammy Hall
District Four

Frank Mann
District Five

Karen B. Hawes
County Manager

Michael D. Hunt
County Attorney

Diana M. Parker
County Hearing Examiner

(239) 533-5450

November 22, 2011

Dunlap & Associates, Inc.
Ms. Kelly Ryman
1146 Keyes Avenue
Winter Park, Fl. 32789

SUBJECT: CN-11-15 FINANCIAL ADVISOR

ENCLOSURE (1): Executed Copy Service Provider Agreement

ENCLOSURE (2): PSA/SPA Invoice Statement Form

Dear Ms. Ryman:

Enclosed is your executed copy of the Service Provider Agreement for the project known as "FINANCIAL ADVISOR". Please note the contract number for this project is **5815.** This contract number will also serve as your Purchase Order Number for this project and must be on all invoice statements.

If you should have any questions, please contact our office at the above number.

Sincerely,
PROCUREMENT MANAGEMENT

Cindy Logan
Contract Manager

C: Jim Lewin, Budget Services
Tracey Cerchie, Solid Waste
Lori Borman, Public Resources
Orlando Figueroa, Utilities
Eileen Price, DOT
Internal Services, Fiscal
Procurement Management

5815

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this 8th day of November 2011, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and Dunlap & Associates Inc.,. hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the CN-11-15 FINANCIAL ADVISOR services of said PROVIDER as further described herein; and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated September 20, 2011, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

C1d

11-8-11

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

(2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS. The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgement shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated September 20, 2011, which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3 METHOD OF PAYMENT.
(1) MONTHLY STATEMENTS.
The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

(2) PAYMENT SCHEDULE.
The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30)calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt

of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

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

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated September 20, 2011, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

(1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater

(3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverages described herein and as are required by law to be provided on behalf of their employees and others.

(4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverages of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverages.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.

(3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.

(4) Each Certificate of Insurance shall include the following:

(A) The name and type of policy and coverages provided;

(B) The amount or limit applicable to each coverage provided;

(C) The date of expiration of coverage.

(D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) Cancellation - Should any of the described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the PROVIDER shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the PROVIDER to provide the COUNTY with such renewal certificate(s) shall be justification for the COUNTY to terminate this Agreement.

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The PROVIDER shall obtain and maintain the following insurance coverages:

(1) WORKERS' COMPENSATION
Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. In addition, the policy shall include the following:
(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of $100,000 for each accident, whichever limit is greater.
(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the COUNTY with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY
Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and shall include the following:

(A) Minimum limits of $100,000 per occurrence and $300,000 aggregate for Bodily Injury Liability and a minimum limit of $100,000 for Property Damage Liability, or a minimum combined single limit of $300,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE LIABILITY
Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:
(A) Minimum limits of $100,000 per person and $300,000 per accident for Bodily Injury Liability and a minimum limit of $100,000 for Property Damage Liability, or a minimum combined single limit of $300,000.
(B) Coverage shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

(4) PROFESSIONAL LIABILITY
Coverage shall include the following:
(A) A minimum aggregate limit of $1,000,000.00
(B) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self- insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of (4) coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the PROVIDER responsible and liable for any such difference in the amount of coverage provided by the insurance

policy. In the event of any such deductible amount, exclusion or limitation, or amount of sovereign immunity, the PROVIDER shall be required to provide written documentation that is acceptable to the COUNTY establishing that the PROVIDER has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners
PO Box 398
Ft Myers FL 33902-0398
Attention: County Manager

17.2 NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

Dunlap & Associates, Inc.
Ms. Kelly Ryman
1146 Keyes Avenue
Winter Park, Fl. 32789
Phone : 407.678.0977
Fax : 407.678.6240
Email : kelly@dunlapandassociates.com

17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

BY: Marcia Wilson
Deputy Clerk

COUNTY: LEE COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

BY: _____
Chair

DATE: 11/8/11

APPROVED AS TO FORM

BY: Andrea R. Fair
County Attorney's Office

BOARD OF COUNTY COMMISSIONERS SEAL LEE COUNTY, FLORIDA

ATTEST:

_____

_____
(CONSULTANT)

_____
(Witness)

_____
(Witness)

BY: _____
(Authorized Signature)

PRESIDENT
(Title)

DATE: 10/12/11

CORPORATE SEAL:

EXHIBIT A
Date: September 20, 2011

SCOPE OF PROFESSIONAL SERVICES

For CN-11-15 FINANCIAL ADVISOR

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

A. BASIC SERVICES PER SERIES FOR GENERAL COUNTY FINANCIAL ADVISOR

1. Advise the County on the most fiscally responsible process of conducting the sale of bonds by recommending competitive bidding, negotiation, or some other means. The Financial Advisors will not participate either directly or indirectly as underwriters in the sale of the bonds, nor have any financial interest, directly or indirectly in such sale, except as to compensation paid hereunder by the County.

   a. For competitively bid bond issues:

      (1) Assist the County in preparing the bid documents, including but not limited to the notice of sale.

      (2) At the time of the sale, advise the County as to the best bid received, based upon the verification of bids, and recommend an award, which, in the Financial Advisor's judgment is in the best interest of the County.

      (3) Assist in bid protest procedures as needed.

   b. For negotiated bond issues:

      (1) Assist in determining the optimal timing of the issue.

      (2) Assist the County in preparing a Request for Proposal.

      (3) Assist the County in preparing presentations to the universe of underwriters in order to fully describe the bonds to be issued.

      (4) Participate in the evaluation of the proposals received with selected County personnel.

      (5) Participate in the "pricing call" and advise the County as to the reasonableness of the components of the underwriters' spread.

SCOPE OF PROFESSIONAL SERVICES (Continued)

c. For other means of bond procurement:

(1) As directed by the County.

2. Provide or evaluate specific recommendations on each bond issue regarding the following:

a. Aggregate principal amount of bonds to be issued;

b. The timing of the offering;

c. The definitive structure of the bond issue, including but not limited to maturity range, Serial and/or Term Bonds, CAB's, etc.; and

d. Optional Redemption and Call Provisions.

3. Prepare and present to the Board of County Commissioners an independent analysis for each bond issue. The analysis should address the interest rate, underwriter's fees and other factors and the analysis should indicate whether the transaction terms are the most beneficial to the County for the type and timing of each transaction.

4. Prepare a timetable for bond issues and assist the County in coordinating meetings and conference calls.

5. Assist the County with the preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding.

6. Provide advice and assistance as needed to the County and to bond counsel through the County Attorney's office as to preparation of the necessary bond authorizing ordinance(s) and other proceedings. Assist with validation of the bonds through preparation of financial tables and exhibits and the presentation of testimony when necessary.

7. Provide assistance to the County in the composition of the Preliminary and Final Official Statements which shall conform to current acceptable disclosure guideline standards so as to make the most favorable full and accurate disclosure to the rating agencies and underwriters, and provide for the printing of Preliminary and Final Official Statements.

8. Assist in the preparation and review of all necessary Closing Documents and coordinate printing, signing and delivery of bonds on an as-needed basis.

SCOPE OF PROFESSIONAL SERVICES (Continued)

9. Assist the County in selecting trustees, paying agents and other financial intermediaries as necessary and assist in arranging for appropriate bond insurance as required.

10. Provide, on request, reports of municipal market conditions both within the State of Florida and nationwide.

11. In the area of short-term financing, provide the County with advice, guidance and assistance in bond anticipation notes; bank loans, commercial paper and interest rate swap programs, upon request.

12. Review existing debt structure and financial resources to determine available borrowing capacity and the desirability of refinancing any or all of the existing debt.

13. Develop financial models as needed to help solve complex financial issues in such areas as transportation and solid waste.

14. The Financial Advisor shall be available to the County to discuss and make recommendations on such other financial matters as requested of the County, and shall be available for formal presentations to the Board of County Commissioners as necessary.

15. Provide other services including arbitrage rebate, investment of bond proceeds, swap services and any other requested investment services.

16. It is understood that the services being solicited by this request shall be on a non-exclusive basis with the advisor(s) in its sole discretion and that nothing herein contained shall be construed to the contrary.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT

EXHIBIT B

Date: September 20, 2011

COMPENSATION AND METHOD OF PAYMENT

For CN-11-15 FINANCIAL ADVISOR

Section 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-In-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	Advisory Services – Basic Svcs-Debt Transactions: Basic Services PER SERIES for General County Finance Advisor Associates with **Bonds** As Described in Exhibit A – Items 1 - 15 Minimum Fee of $15,000 Maximum Fee of $80,000 Basic Services for General Financial Advisor Related to Debt Transactions **Other Than Bonds** For services related to debt transactions including bank loans, lines of credit, pooled issuances of bonds and services needed for establishing participation in a commercial paper program other than the Florida Association of Counties. For services related to special assessment financing under the Term Loan Assessment Program and review of documents associated with the Florida Association of Counties Commercial Paper Program **Investment Services** Structuring Escrow Deposits for Refunding Bond Issues - $3,000 per issue For refunding bond issues requiring an escrow deposit, Provider will structure, monitor and secure escrows at the following rates: - $10,000 per issue State & Local Government Securities (SLUGS) Open Market Securities	For the first $20 million $0.80 per bond Over $20 million $0.60 per bond $15,000.00 Hourly Rate		

TOTAL
(Unless list is continued on next page)
CMO:033
09/25/01

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated September 20, 2011, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated September 20, 2011 , entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: September 20, 2011

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For CN-11-15 FINANCIAL ADVISOR

CONSULTANT OR SUB-CONSULTANT NAME Dunlap & Associates Inc.

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Hourly fees for services unrelated to debt issuance:			
President	$170.00/per hour		
Senior and Vice President	$150.00/per hour		
Financial & Computer Analysis	$130.00/per hour		

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

CMO:033
09/25/01

ATTACHMENT NO. 2 TO EXHIBIT B

Date: September 20, 2011

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for CN-11-15 FINANCIAL ADVISOR

CONSULTANT OR SUB-CONSULTANT NAME **Dunlap & Associates Inc. t**

(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Travel is only applicable Out-of-State	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Lodging (Per Person)	Actual Cost
Meals: Breakfast / Lunch / Dinner In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	$ 9.00 $13.00 $24.00
*List other specific project related reimbursables (i.e. film/developing):	
Note: In-State travel expenses are not reimbursable	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed

CMO:033
09/25/01

EXHIBIT C

Date: September 20, 2011

TIME AND SCHEDULE OF PERFORMANCE

For CN-11-15 FINANCIAL ADVISOR

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 6.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	This Contract will be for a period of three (3) years		
	OCTOBER 2011 - OCTOBER 2014		

CMO:034
09/25/01

EXHIBIT D

Date: September 20-2011

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

For CN-11-15 FINANCIAL ADVISOR

CONSULTANT has identified the following Sub-Consultant(s) and/or SubContractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	NONE					

CMO:035
09/25/01

EXHIBIT E

Date: September 20, 2011

PROJECT GUIDELINES AND CRITERIA

for CN-11-15 FINANCIAL ADVISOR

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

Item No. 1
Any and all work to be performed by Dunlap & Associates, Inc. must be authorized by one of the following:

1. Lee County Board of County Commissioners by direction of the majority of the Board.

2. County Manager, Deputy County Manager or Assistant County Manager.

3. Budget Director.

4. Fiscal Analyst in the County Manager's Office, Budget Services Division.

All requests for work, other than those specifically requested by the Board, shall be confirmed in writing. The Fiscal Analyst in Budget Services shall serve as the Project Manager and point of contact. The County reserves the right not to compensate Provider for work undertaken outside the parameters of this paragraph.

Item No. 2
It is the responsibility and obligation of the Financial Advisor to bring to the attention of the Board of County Commissioners concerns the Financial Advisor may have regarding specific debt financing transactions and other issues. The Financial Advisor shall provide independent analysis, information and recommendations to the Board of County Commissioners regarding the projects and financial transactions on which the Financial Advisor performs work. At its own initiative, the Financial Advisor may arrange to appear in front of the Board, to discuss matters of concern.

Item No. 3
The County may terminate this contract if changes in Dunlap & Associates, Inc. project personnel are made.

EXHIBIT F

Date: September 20, 2011

AMENDMENT TO ARTICLES

For: CN-11-15 FINANCIAL ADVISOR

For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT 1 – ARTICLE 7.0 – ASSIGNMENT, TRANSFER AND SUBCONTRACTS

Add at the end of the paragraph:
Including but not limited to:

a) arbitrage rebate
b) investments of bond proceeds
c) swap services
d) any other requested investment services

AMENDMENT 2 – ARTICLE 11.0 – INSURANCE COVERAGES REQUIRED

Delete the requirement of Workers Compensation, (1). Not required for this project.

CMO:
09/25/01

CERTIFICATE OF LIABILITY INSURANCE

OP ID SP

DATE (MM/DD/YYYY): 10/14/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Corkhill Insurance Agency, LLC
20 South Bumby Avenue
Orlando FL 32803
Phone:407-898-8891 Fax:407-898-8813

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: DUNLA-1

INSURED

Dunlap & Associates, Inc.
National Minority Consultants
1146 Keyes Ave
Winter Park FL 32789

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Nautilus Insurance Company	
INSURER B:	Darwin Select Insurance Co	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
A	X COMMERCIAL GENERAL LIABILITY			NN111788	04/05/11	04/05/12	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
		X					MED EXP (Any one person)	$ 5,000
	X H & N/O Auto - 1						PERSONAL & ADV INJURY	$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ EXCLUDED
								$
	AUTOMOBILE LIABILITY							
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	ALL OWNED AUTOS						BODILY INJURY (Per person)	$
	SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	$
	NON-OWNED AUTOS							$
								$
	UMBRELLA LIAB / OCCUR							
	EXCESS LIAB / CLAIMS-MADE						EACH OCCURRENCE	$
	DEDUCTIBLE						AGGREGATE	$
	RETENTION $							$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	E&O			03049131	09/02/11	09/02/12	E&O	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Lee County, Florida is added as Additional Insured with respect to General Liability.

CERTIFICATE HOLDER

LEECOU1

Lee County, Florida
2115 Second Street
Fort Myers FL 33901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Corkhill

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LEE COUNTY
PROFESSIONAL SERVICE AGREEMENT/SERVICE PROVIDER AGREEMENT
INVOICE STATEMENT

Date: _____

CN No.: _____ Contract No.: _____ Project No.: _____

Payment No.: _____ (☐ W.I.P.P. ☐ Final) for Period _____ to _____

Project Name: _____

Attachments ☐ Yes ☐ No _____

PAYEE: Consultants Name: _____
Mailing Address: _____
City & State _____ ZIP CODE _____

Deliver Warrant: Special Instructions - If Other than Mail

_____

_____

INSTRUCTIONS
Warrant will be mailed to Consultant's mailing address given, unless special instructions are provided to the immediate left of these instructions.

CONTRACTUAL FINANCIAL DATA

ORIGINAL PSA/SPA Amount _____ $

PLUS: Change Order # _____ dated _____ $
Change Order # _____ dated _____ $
Change Order # _____ dated _____ $
S.T.A. # _____ dated _____ $
S.T.A. # _____ dated _____ $
S.T.A. # _____ dated _____ $

Total Change Orders/S.T.A. ADDING to cost of Agreement . . . . . _____ $

LESS: Change Order # _____ dated _____ $
Change Order # _____ dated _____ $
Change Order # _____ dated _____ $
S.T.A.# _____ dated _____ $
S.T.A. # _____ dated _____ $
S.T.A. # _____ dated _____ $

Total Change Orders/S.T.A. SUBTRACTING from cost of Agreement. . . . . _____ $

Total Amount of Current PSA/SPA. . . . . _____ $

Total Amount Completed to Date. . . . . _____ $

Less Amounts Previously Invoiced . . . . . _____ $

Amount of this Invoice. . . . . _____ $

Total Amount Paid to DBE's from above . . . . . $

Name of DBE(s):

Signed Project Manager: _____ Date: _____

Approved Dept/Div Director: _____ Date: _____

Approved Fiscal Person: _____ Date: _____

CMO:024
09/25/01

LEGAL ADVERTISEMENT FOR
CN-11-15
FINANCIAL ADVISOR

CONSULTANTS ARE ADVISED THAT THE BOARD OF COUNTY COMMISSIONERS HAS ADOPTED A POLICY ESTABLISHING AN OVERALL 10% GOAL FOR LOCAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION IN COUNTY SERVICES. CONSULTANTS WILL TAKE ALL REASONABLE AND NECESSARY AFFIRMATIVE STEPS TO ASSURE THAT LOCAL DBE FIRMS WILL BE UTILIZED FOR THIS PROJECT.

The Lee County Board of County Commissioners invites Letters of Interest from Consultants to provide professional services for the project known as County Financial Advisor.

Before submitting Letters of Interest, interested Consultants **must** obtain from Lee County Procurement Management, 1825 Hendry Street, 3rd FL, Fort Myers, FL 33901 or by calling (239) 533-5450 a copy of the complete Competitive Negotiations package dated July 5, 2011 for this project. **Or you may download these documents from our Internet site at** www.lee-county.com/contracts **(under Projects Bulletin). Please Note: if the Official Documents are not obtained from Lee County Procurement Management (either by request or downloading), or are modified in any manner, your firms Letter of Interest will not be accepted for consideration by the County.**

All firms are hereby placed on notice that the County Commission nor any employees from the Project Sponsoring Department nor members of the Competitive Negotiation Committee wish to be lobbied either individually or collectively about this project. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff members for such purposes as holding meetings of introduction, dinners, etc. to influence the outcome of the selection process, if they intend to, or have submitted a proposal or Letter of Interest for this project.

All Letters of Interest must be submitted via email (to ContractsInBox@leegov.com) or in person to Lee County Procurement Management on the 3rd Floor of the County/City Annex Building, 1825 Hendry Street, Fort Myers, Florida 33901, not later than 2:00 p.m., **Thursday, July 28, 2011.**

THIS DOCUMENT CAN BE MADE AVAILABLE IN ALTERNATIVE ACCESSIBLE FORMATS TO PERSONS WITH DISABILITIES, UPON REQUEST.

LEGAL AD
TO RUN: Tuesday, July 5, 2011

NOTICE OF COMPETITIVE NEGOTIATION
CN-11-15
FINANCIAL ADVISOR

Dated: July 5, 2011

Notice To Interested Consultants: Before submitting Letters of Interest, interested Consultants **must** obtain from Lee County Procurement Management, 1825 Hendry Street, 3rd FL, Fort Myers, FL 33901 or by calling (239) 533-5450 a copy of the complete Competitive Negotiations package dated July 5, 2011, for this project. **You may also download these documents from our Internet site at** www.lee-county.com/contracts **(under Projects Bulletin). Please Note: if the Official Documents are not obtained directly from Lee County Contracts Management (either by request or downloading), or are modified in any manner, your firms Letters of Interest will not be accepted for consideration by the County.**

All Letters of Interest must be submitted via email (to contractsinbox@leegov.com) or in person to Lee County Procurement Management on the 3rd Floor of the County/City Annex Building at 1825 Hendry Street., Fort Myers, Florida 33901, not later than 2:00 p.m., **Thursday, July 28, 2011**. Please read the Response Procedure carefully!

The Lee County Board of County Commissioners anticipates seeking professional consultant services on the project listed in this advertisement. Consideration will be given to only those firms that are qualified pursuant to law.

SELECTION PROCEDURE: The selection of the Consultant will be made in accordance with Lee County Procurement Policy and Chapter 287.055 Florida Statutes. Some or all of the responding firms may be requested to provide telephone interviews or written or oral technical proposals (or both), for the ranking process. After ranking of the consultants by the BOCC, the contract fee will be negotiated in accordance with Section 287.055, Florida Statues.

Note: For estimated short-list and final selection meeting dates they can be reviewed on the Contracts Management web page at ***www.lee-county.com/contracts***. For more information contact the Contracts Office at 239-533-8883.

RESPONSE PROCEDURE: Qualified consultants are encouraged to submit a Letter of Interest for the project by **2:00 PM** Eastern time on the specified date indicated above. **Letters of Interest will be submitted as attached files to E-Mail or in Person to the indicated response address and will be composed of a single file in Adobe PDF format (unzipped). Letters of Interest should not contain links to other Web pages and will, at a minimum, include the following information:**

a. Project CN number and Name
b. Consultant's name and address
c. Proposed responsible office for consultant
d. Contact person, phone and fax number and Internet Email Address
e. Statement regarding qualifications of consultant and/or proposed sub-consultants for the advertised work
f. Proposed key personnel and their proposed roles (do not include resumes)
g. Sub-consultant(s) that may be used for the project
h. Indication as to whether the prime firm and/or sub-consultants are a disadvantaged Business Enterprises (DBE)
i. Provide a listing of general governmental clients over the past three (3) years to whom the firm has served as financial advisor including name of contact persons and phone numbers
j. Organizational chart of the financial team, including sub-consultants
k. Brief one page narrative of any unique or creative approach your firm would propose to financial advisory work.
l. Provide an analysis as to why your firm is uniquely qualified to serve as the county's general financial advisor
m. List the various types of municipal debt issuances on which the firm has served as financial advisor over the past three (3) years.
n. List the various types of municipal debt issuances on which the firm has served as underwriter over the past three (3) years.
o. Provide a listing of the Florida debt issuances in which your firm has participated and what capacity your firm has served over the past three (3) years.

p. Give a description of the firm's financial background and advisory capabilities including 10(K) forms as filed for the past three (3) years.
q. Provide a listing of projects and/or analyses which are not related to the issuance of debt.
r. Describe what compensation arrangement is desired e.g. whether compensation will be based on transaction basis vs hourly rates.

The delivery of said Letter of Interest to Lee County prior to or on the time and date as stated in the Notice is solely and strictly the responsibility of the Consultant. Lee County shall not be responsible for delays caused by the E-mail System(s), United States Postal Service, Overnight Express Mail Services, or for delays caused by any other occurrence. The County expressly reserves the sole and exclusive right to accept or reject a late Letter of Interest when the lateness is due to matters beyond the control of any third party delivery service. Late Letters of Interest may be returned to the Consultant with the notation: "This Letter of Interest was received after the specified deadline time".

EXHIBIT "A"
Lee County Proposed Scope of Services
For
FINANCIAL ADVISOR

Major Work/Minor Work

SCOPE OF PROFESSIONAL SERVICES

A. BASIC SERVICES FOR GENERAL COUNTY FINANCIAL ADVISOR

1. Advise the County on the most fiscally responsible process of conducting the sale of bonds by recommending competitive bidding, negotiation, or some other means. The Financial Advisors will not participate either directly or indirectly as underwriters in the sale of the bonds, nor have any financial interest, directly or indirectly in such sale, except as to compensation paid hereunder by the County.

    a. For competitively bid bond issues:

        (1) Assist the County in preparing the bid documents, including but not limited to the notice of sale.

        (2) At the time of the sale, advise the County as to the best bid received, based upon the verification of bids, and recommend an award, which in the Financial Advisor's judgment is in the best interest of the County.

        (3) Assist in bid protest procedures as needed.

    b. For negotiated bond issues:

        (1) Assist in determining the optimal timing of the issue.

        (2) Assist the County in preparing a Request for Proposal.

        (3) Assist the County in preparing presentations to the universe of underwriters in order to fully describe the bonds to be issued.

        (4) Participate in the evaluation of the proposals received with selected County personnel.

        (5) Participate in the "pricing call" and advise the County as to the reasonableness of the components of the underwriters' spread.

    c. For other means of bond procurement:

        (1) As directed by the County.

SCOPE OF PROFESSIONAL SERVICES (Continued)

2. Provide or evaluate specific recommendations on each bond issue regarding the following:

   a. Aggregate principal amount of bonds to be issued;

   b. The timing of the offering;

   c. The definitive structure of the bond issue, including but not limited to maturity range, Serial and/or Term Bonds, CAB's, etc.; and

   d. Optional Redemption and Call Provisions.

3. Prepare and present to the Board of County Commissioners an independent analysis for each bond issue. The analysis should address the interest rate, underwriter's fees and other factors and the analysis should indicate whether the transaction terms are the most beneficial to the County for the type and timing of each transaction.

4. Prepare a timetable for bond issues and assist the County in coordinating meetings and conference calls.

5. Assist the County with the preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding.

6. Provide advice and assistance as needed to the County and to bond counsel through the County Attorney's office as to preparation of the necessary bond authorizing ordinance(s) and other proceedings. Assist with validation of the bonds through preparation of financial tables and exhibits and the presentation of testimony when necessary.

7. Provide assistance to the County in the composition of the Preliminary and Final Official Statements which shall conform to current acceptable disclosure guideline standards so as to make the most favorable full and accurate disclosure to the rating agencies and underwriters, and provide for the printing of Preliminary and Final Official Statements.

8. Assist in the preparation and review of all necessary Closing Documents and coordinate printing, signing and delivery of bonds on an as-needed basis.

9. Assist the County in selecting trustees, paying agents and other financial intermediaries as necessary and assist in arranging for appropriate bond insurance as required.

10. Provide, on request, reports of municipal market conditions both within the State of Florida and nationwide.

SCOPE OF PROFESSIONAL SERVICES (Continued)

11. In the area of short-term financing, provide the County with advice, guidance and assistance in bond anticipation notes, bank loans, commercial paper and interest rate swap programs, upon request.

12. Review existing debt structure and financial resources to determine available borrowing capacity and the desirability of refinancing any or all of the existing debt.

13. Develop financial models as needed to help solve complex financial issues in such areas as Transportation and Solid Waste.

14. The Financial Advisor shall be available to the County to discuss and make recommendations on such other financial matters as requested of the County, and shall be available for formal presentations to the Board of County Commissioners as necessary.

15. It is understood that the services being solicited by this request shall be on a non-exclusive basis with the advisor(s) in its sole discretion and that nothing herein contained shall be construed to the contrary.

Project Dates:

Advertisement Date	Tuesday, July 5, 2011
Response Deadline	Thursday, July 28, 2011
Respond to	***contractsinbox@leegov.com***
Phone	(239) 533-5450

Lee County, Florida

Response for
Letter of Interest for
Financial Advisory Services
CN-11-15

LEE COUNTY

July 28, 2011

"Integrity comes when character is tested;
keep true and never be ashamed of doing what is right."

DUNLAP D&A & ASSOCIATES

J. Craig Dunlap jcdunlap@dunlapandassociates.com
Kelly Ryman kryman@dunlapandassociates.com

1146 Keyes Avenue Winter Park, FL 32789 – Corporate Office
3790 Williamson Road, Fort Myers, FL 33905 Local Office
Phone: 407.678.0977 Fax: 407.678.6240
Federal ID: 59-3328233

Dunlap & Associates, Inc.

Financial Consultants

July 28, 20111

Mr. Jim Lewin
Lee County Contracts Management
1500 Monroe St., 4th Floor
Ft. Myers, FL 33901

Re: RFP # CN-11-15

Dear Mr. Lewin:

On behalf of Dunlap & Associates, Inc., I am pleased to submit our qualifications to serve as financial advisor to Lee County, Florida (the "County"). I would like to take this opportunity to formally demonstrate that Dunlap & Associates, Inc. can continue to offer the County the breadth of experience and the depth of financial planning expertise necessary to serve the County as financial advisor. Dunlap & Associates, Inc. is an independent financial advisory firm who works exclusively for and with Florida municipalities. Our knowledge and experience is "second to none".

Key Personnel and the Firm

Dunlap & Associates, Inc.'s professional staff assigned to the County is the most knowledgeable in the financial advisory business with over 130 years of combined experience in Florida. I, as **President** of the Company, will continue to have the **primary oversight responsibility** for providing services to the County. I will be assisted by Kelly Ryman, Vice President, who has 14 years of financial advisory experience in addition to a working knowledge of Lee County's debt. Ms. Ryman would continue to lead the analytical support for the County and will be the day-to-day contact for the County. Ms. Ryman will be assisted by Michael Levinson, Senior Vice President, a former **City Manager for the City of Coral Springs for 15 years** and while there assisted the City in receiving the **Malcolm Baldrige National Quality Award** (the only local or state government to receive this Presidential award) and Damon Adams, Senior Vice President, a **CPA** and a former **Director of Finance for the City of Fort Lauderdale for 25 years** Also, Susan Miner will be providing analytical and/or technical support on this account. **As owner of the Company, I ensure that I am available to my clients 24 hours per day, 365 days per year** and that our team of professionals which is comprised of CPA's, ex-investment bankers, ex-credit analysts, ex-finance director and ex-Division of Bond Finance professionals who will be there to assist you in all of your financing needs.

Philosophy and Services

Our philosophy can be summed up in the following quote: "Integrity comes when character is tested; keep true and never be ashamed of doing what is right." Dunlap & Associates, Inc., as you are aware, offers a full range of independent financial advisory services which makes our firm uniquely qualified. The services range from **strategic planning**, **project financial analysis**, **debt issuance, investment management**, **sensitivity analysis, rating agency presentations**, fuel hedging, structure **innovative financings**, identifying current or **advance refinancing opportunities**, escrow investment restructuring, revenue backed financings, taxable debt, sale-leaseback, other innovative funding mechanisms related to the issuance of debt and additional education/services not related to the issuance of debt. See page 3 of our written response.

1146 Keyes Avenue Winter Park, Florida 32789
Telephone: 407.678.0977 Telecopy: 407.678.6240

Experience

We have provided financial advisory advice to numerous issuers throughout the State, including the Counties of **Pasco, Miami-Dade, Escambia, Citrus and Orange** and the Cities of **Atlantic Beach, Davie, Miami, Lauderhill, Daytona Beach, Jacksonville Beach, Ocala, Fort Lauderdale, Lauderhill, Coral Springs, Vero Beach, Maitland, Plant City, Neptune Beach, North Miami Beach, Pompano Beach, Temple Terrace and Casselberry.**. Additionally, we have a wealth of experience with other clients which include: Florida Intergovernmental Finance Commission, Reedy Creek Improvement District (**Disney**), the Florida Municipal Power Agency, Celebration Community Development District and Kissimmee Utility Authority.

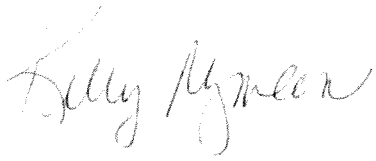
Dunlap & Associates, Inc. is the largest Florida based **independently** owned financial advisory firm with **over 130 years** of combined professional financial advisory experience in Florida. Our advice, if selected by the County, will be **independent, unbiased and not influenced by corporate pressures**. Dunlap & Associates, Inc.'s offices are **centralized in the City of Winter Park (Orlando), with additional offices in Fort Lauderdale, Vero Beach and Fort Myers,** to ensure our clients the highest degree of service.

Client References

We proudly encourage you to randomly call any of our clients for references. We have had financial relationships with them for an average of **over 16 years and in some cases, for over 25 years**.

With our **unique qualifications, expertise, independence, and reputation**, we can continue to provide you the quality of service that the County needs to optimize its financial position and achieve the lowest possible interest rate. Dunlap & Associates, Inc. would be honored to continue to serve Lee County as its Financial Advisor. We appreciate your consideration of our proposal.

Sincerely,



J. Craig Dunlap
President
Dunlap & Associates, Inc.
Winter Park, Florida

Kelly Ryman
Vice President
Dunlap & Associates, Inc.
Fort Myers, Florida

LEE COUNTY

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Letter of Transmittal		
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g.	Sub-consultant(s) that may be used for the project	7
h.	Indication as to whether the prime firm and/or sub-consultants are a disadvantaged Business Enterprise (DBE)	7
i.	Provide a listing of general governmental clients over the past three (3) years to whom the firm has served as financial advisor including name of contact persons and phone numbers	7
j.	Organizational chart of the financial team, including sub-consultants	11
k.	Brief one page narrative of any unique or creative approach your firm would propose to financial advisory work	12
l.	Provide an analysis as to why your firm is uniquely qualified to serve as the county's general financial advisor	13
m.	List the various types of municipal debt issuances on which the firm has served as underwriter over the past three (3) years	17
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o.	Provide a listing of the Florida debt issuances in which your firm has participated and what capacity your firm has served over the past three (3) years	20
p.	Give a description of the firm's financial background and advisory capabilities including 10(K) forms as filed for the past three (3) years	20
q.	Provide a listing of projects and/or analyses which are not related to the issuance of debt	21
r.	Describe what compensation arrangement is desired e.g. whether compensation will be based on transaction basis vs hourly rates	23

Exhibit A – Florida Financings – 2008 – 2011
Exhibit B - Federal Tax Returns for Years 2007, 2008 and 2009

a. Project CN number and Name

CN-11-15
Letter of Intent
Financial Advisor

b. Consultant's Name and Address

Dunlap & Associates, Inc.
Craig Dunlap, President
Kelly Ryman, Vice President
1146 Keyes Avenue
Winter Park, FL 32789

c. Proposed Responsible Office for Consultant

Dunlap & Associates, Inc.
Craig Dunlap and Kelly Ryman
3790 Williamson Road
Fort Myers, FL 33905

d. Contact Person, Phone and Fax Number and Internet E-mail Address

Kelly Ryman
Phone: (239) 693-5201 (fax and phone)
E-Mail: kryman@dunlapandassociates.com

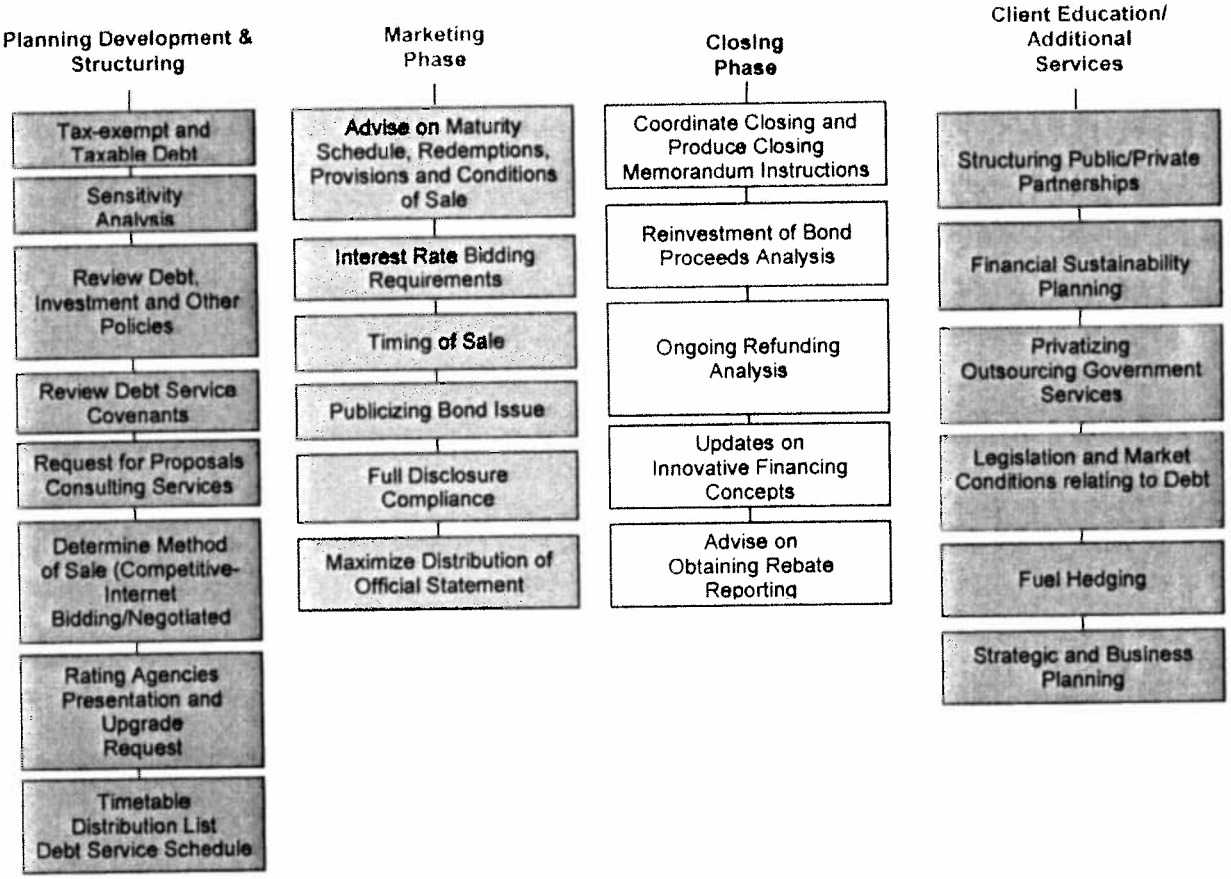
e. Statement Regarding Qualifications of Consultant and/or Proposed Sub-Consultants for the Advertised Work

As we stated in our letter, Dunlap & Associates, Inc. is the largest Florida based **independently** owned financial advisory firm with over 130 years of combined professional financial advisory experience in Florida. Our advice will continue to be **independent**, unbiased and not influenced by corporate pressures. Dunlap & Associates, Inc.'s offices are headquartered in the City of Winter Park (Orlando), with a local office in Fort Myers and regional offices in Vero Beach and Fort Lauderdale. Our locations ensure our clients the highest degree of service.

Ms. Ryman possesses an extensive working knowledge of the County's financing history over the past decade and has 14 years of financial advisory experience and Mr. Craig Dunlap's knowledge of current market conditions and over 41 years of industry experience will allow Dunlap & Associates, Inc. to be ready to assist the County, as always, to achieve their goals.

We have assessed the detailed scope of work contained in the Letter of Intent and confirmed that we have the qualifications, expertise and capacity to provide the services to the County in a timely manner. As your current Financial Advisor, we have and will continue to provide the following services (but not limited to):

Services



As your Financial Advisor, we will continue to perform the following services to evaluate the various financing vehicles available to the County. **Throughout this process, Dunlap & Associates, Inc. assumes an educational role with our clients, as we believe that a clear understanding and knowledge of the financing process will empower our clients to make better financing decisions.**

1. **Planning Development and Structuring Phase**

   a. Research and advise on aspects of tax exemption and arbitrage in cooperation with the County's legal counsel and bond counsel. Assist in obtaining Internal Revenue Service rulings, if necessary.

   b. Assist in the preparation and analysis of feasibility studies in cooperation with County officials and administrative staff, bond attorneys, accountants, architects, engineers and other professionals as requested by the County.

   c. Carefully analyze the financing to determine the best methods of strengthening its marketability consistent with current economic and capital market conditions and increasingly stringent rating agency criteria. This may involve the use of municipal bond insurance, surety bonds, letters of credit, underlying ratings, rating upgrades or other credit enhancement devices.

d. Prepare and mail request for proposals which may include municipal insurance, letter of credit facilities, leases, private placements and any other financing mechanisms financially beneficial to the County.

e. Prepare a rating/insurer/LOC presentation outline and site visit plan for potential lenders.

f. Perform a comprehensive analysis to determine the best possible plan of finance. Each issue will be analyzed on its merits, including a market test to determine its marketability. Assist in determination of method of sale. Coordinate selection of an underwriter, if a negotiated sale is selected.

g. Consult with the rating agencies, Moody's, Standard & Poor's and/or Fitch Investors Service with regard to the proposed financing and assist in obtaining the most favorable rating possible. Prepare County thoroughly for all rating presentations and participate in those meetings.

h. Provide assistance and recommendations with the selection of ancillary service providers such as municipal insurance on the bonds, registrar, trustee, printer and underwriters.

i. Act as liaison with bond counsel and coordinate other professionals providing information in connection with the proposed financing.

j. Prepare a timetable of events and distribution list for all concerned, leading to the successful financing of each project.

k. Testify at validation hearings, if necessary.

2. **Marketing Phase**

a. **Advise on the appropriate terms and conditions of the sale**, including maturity schedule, underwriter discount, redemption provisions, interest rate bidding requirements and basis for award.

b. **Advise on the timing of the bond sale**, taking into consideration such factors as changing economic conditions, current and **projected market trends** and specific requirements to the County.

c. **Coordinate with bond counsel** the preparation of authorizing resolutions and other documents involved in the sale of bonds or other methods of financing. Dunlap & Associates, Inc. will also assist in publicizing the issue in advance with an **Official Statement**, **Notice of Sale**, **Bid Forms** and such other means necessary and advisable to develop nationwide public and institutional interest.

d. **Assist the County** in meeting **full disclosure requirements** and conforming to suggested guidelines when preparing the Official Statement either as an advisor or principal author.

e. **Distribute the Official Statement** to potential purchasers of the County's securities across the nation. Directly contact those lead underwriters most likely to be syndicate managers. Maximize efforts to market the County's debt issuance most effectively.

f. **Conduct informational meetings with the investment community**, including investment bankers (dealers and dealer banks) and institutional investors (banks, bank holding companies, and insurance companies) in New York and elsewhere, if necessary, to establish bidding interest on this offering.

g. **Advertise the bond sale** in nationally prominent financial publications for competitive bids, in addition to coordinating local publication requirements.

h. **Attend the bid opening to assist with the verification and evaluation of bids** and recommend the most favorable bid for award.

3. **Financing Closing Phase**

a. **Direct bond closing details**, including coordination with bond counsel, printer, underwriter and insurance companies to promptly **execute the closing of the financing**.

b. **Furnish reinvestment analysis** to maximize earnings from investing bond proceeds. Assist staff and the architect/engineer in draw-down of funds.

c. **Direct, coordinate and supervise preparation of the transcript** and provide the County with bond and interest debt service schedules showing required semi-annual payments and other information relevant to the completed financing.

d. **Solicit bids on investment of idle** funds, if requested.

4. **Post-Closing Services**

1. **Provide continuous updates on market conditions, financial products and structures** and review of outstanding debt for potential refundings. Interact with the County Manager, County Attorney and other staff.

2. At least semi-annually, or as often as requested by the County and/or any rating agencies, Dunlap & Associates, Inc. will **facilitate the County in updating the rating agencies** on any current events and any other economic information of the County in order to keep the rating agencies abreast on the condition of the County.

3. **Facilitate the County on any required bond and loan coverage tests**, anti-dilution tests as required by loan documents or as requested by rating agencies.

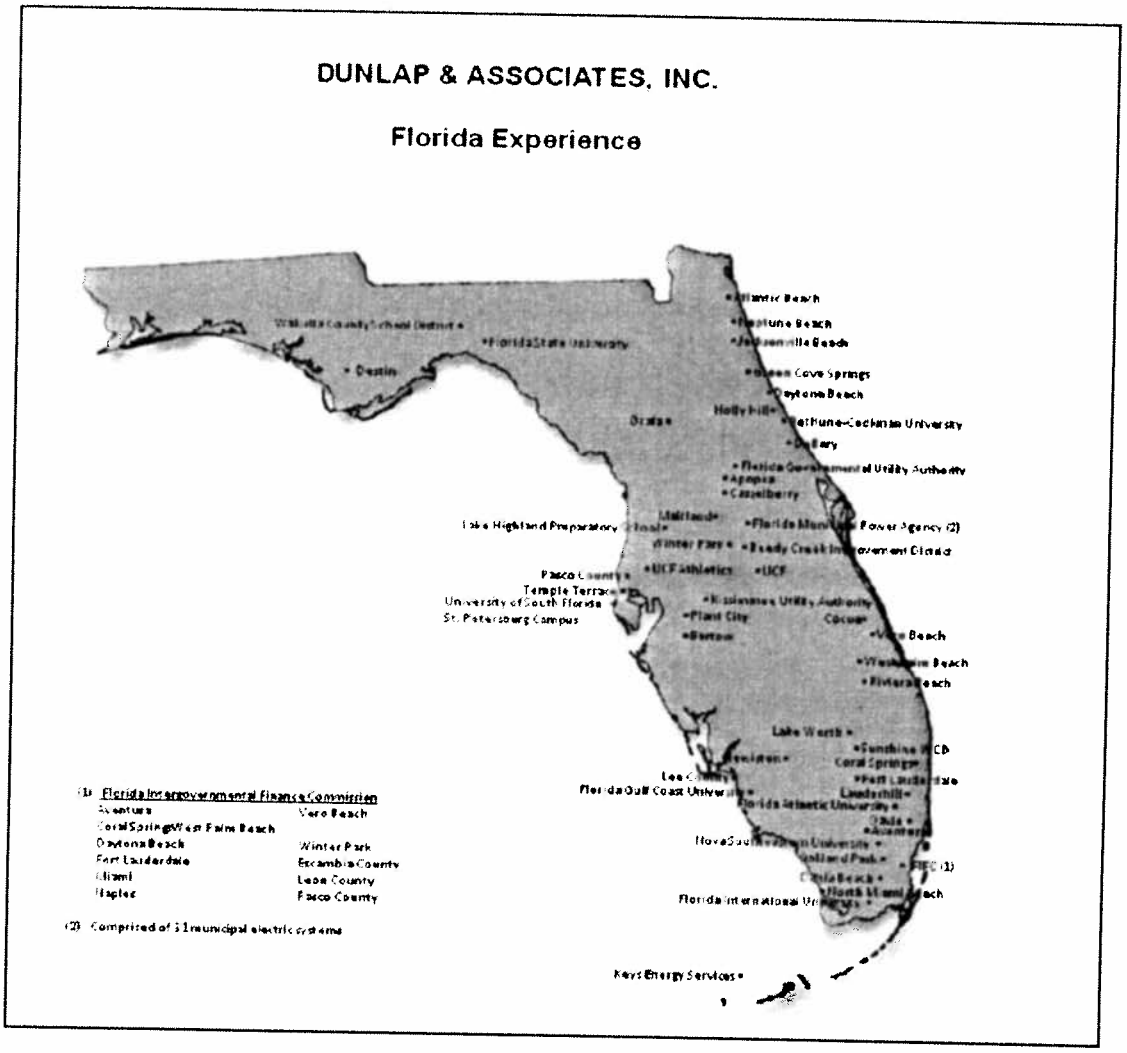
5. **Work Products**. Dunlap & Associates, Inc. shall provide the following work products for each competitive and negotiated debt offering.

1. Debt Capacity Analysis
2. Preliminary Official Statement
3. Final Official Statement
4. Official Notice of Bond Sale. (Competitively Sold Issues)
5. Estimated Timetable
6. Rating Agency Presentation Outlines and Rating Agency Site Visit Outlines
7. Such other analyses, cash flow projections and materials necessary for financial planning and bond sale purposes.

8. Bond refinancing sensitivity analyses.
9. Provide annually debt service schedules for each outstanding bond reflecting the original debt service requirement, the changes thereto, and the remaining current debt service.
10. Provide continuous updated analyses (report) of County's outstanding debt/refunding history/refunding options.

6. **Client Education and Additional Services –** At the request of the County, Dunlap & Associates, Inc. will provide training or updates on specific areas as needed and assist with any additional services requested by the County.

We represent a large diversity of county, city, state and local governments, special districts, special assessment, community colleges, state and private universities, as well as state agencies, school districts and special districts. Dunlap & Associates, Inc. will continue to provide the County with innovative ideas and recommendations that are not just the status quo. As the map below shows, Dunlap & Associates, Inc. has vast Florida client experience.



f. Proposed key personnel and their proposed roles (do not include resumes)

All of the professionals assigned to Lee County's engagement are available to work with the County as needed. Mr. Craig Dunlap, the owner and most senior professional in the industry, will continue to be the lead project manager with primary responsibility of overseeing all services provided to the County. Mr. Dunlap takes pride in being available to his clients immediately upon request.

Ms. Ryman will continue as the day-to-day contact for the County. Ms. Ryman is dedicated to the County and has a strong work ethic which the County has seen demonstrated by Ms. Ryman through her history with the County. Ms. Ryman has an extensive working knowledge of the County's financing history and requirements.

Mr. Dunlap and Ms. Ryman are supported by all the employees of Dunlap & Associates, Inc. We have a strong work ethic and our responsiveness to our clients is equal to none. The entire firm will be available to meet or respond to the County at any time. We are dedicated to our clients 7 days a week and understand that a normal work day does not end at 5:00 p.m. With the entire firm available to the County at any time, the County's needs would be met in a timely manner.

g. Sub-Consultants(s) that may be used for the project

Dunlap & Associates, Inc. currently does not anticipate using sub-consultants at this time. If a sub-consultant is required, Dunlap & Associates, Inc. will provide information on the firm.

h. Indication as to whether the price firm and/or sub-consultants for the advertised work

Dunlap & Associates, Inc. is submitting as a primary firm. As financial advisor to Lee County, we will be happy to work with any qualified minority-owned firm selected by the County. In the past, we have worked jointly and successfully with many minority-owned firms in Florida. We believe in being team players and will accept the County's selection of a minority-owned firm.

i. Provide a listing of general governmental clients over the past three (3) years to whom the firm has served as financial advisor including name of contact persons and phone numbers

REFERENCES

Below and in this section, you will find references where we have served as financial advisor. We proudly encourage you to call any of our clients for references. We have had financial relationships with them for an average of **over 16 years and in some cases, for over 25 years**.

CLIENT	CONTACT PERSON	ADDRESS
City of Atlantic Beach Client Since 1998 (13 Years)	Mr. Nelson Van Liere 904-247-5807 nvanliere@coab.us	800 Seminole Road Atlantic Beach, FL 32233
City of Aventura Client Since 2002 (9 Years)	Mr. Brian Raducci 305-466-8920 braducci@cityofaventura.com	19200 W. Country Club Dr. 5th Floor Aventura, FL 33180

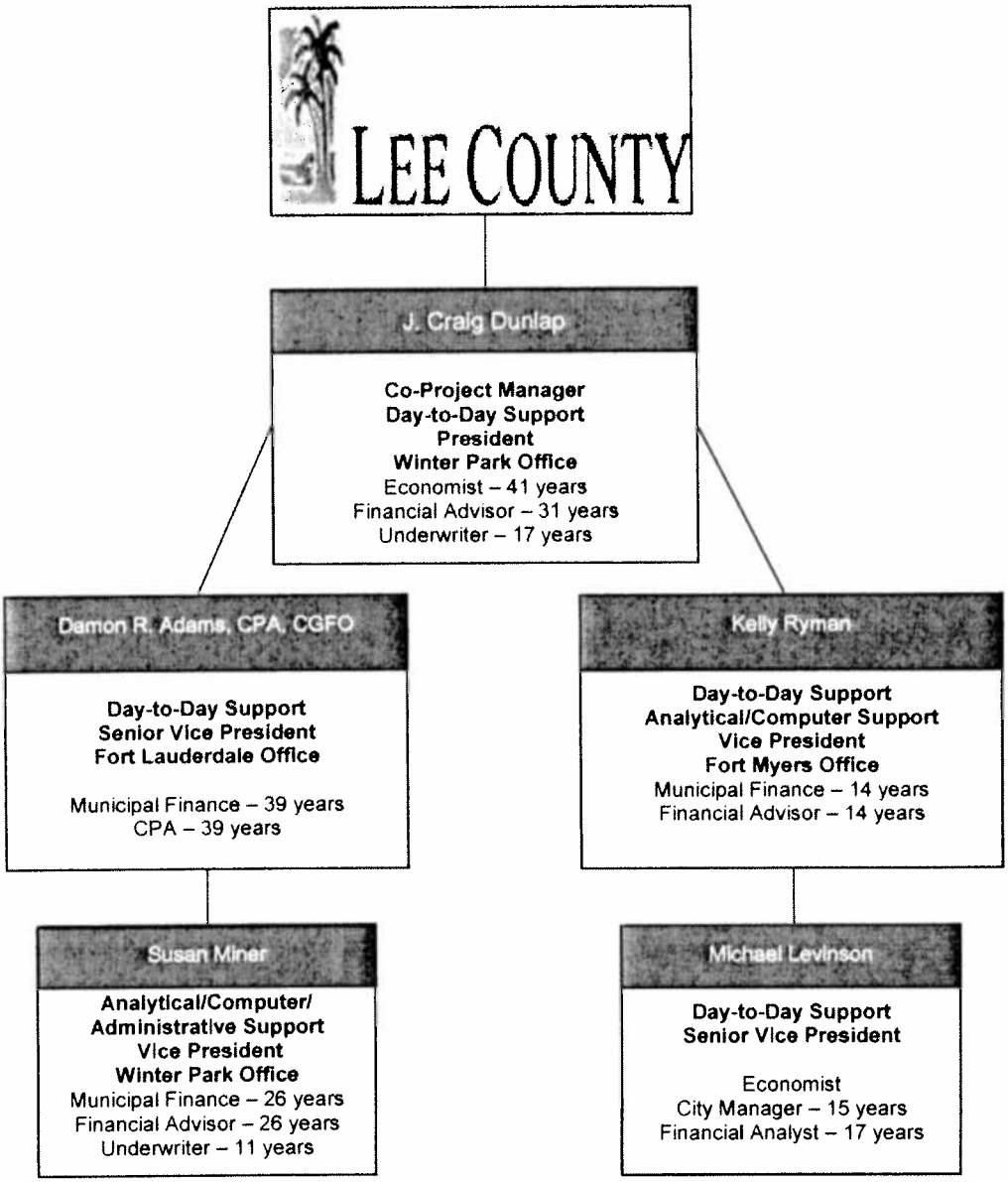
Bethune-Cookman University Client Since 2008 (3 Years)	Dr. Dean Montgomery 386-481-2030 montgomd@cookman.edu	640 Dr. Mary McLeod Bethune Blvd. Daytona Beach, FL 32114
City of Casselberry Client Since 2003 (8 Years)	Mr. Randy Newlon 407-262-7700 Ext. 1147 finance.director@casselberry.org	95 Triplet Lake Drive Casselberry, FL 32707
City of Coral Springs Client Since 1990 (21 Years)	Ms. Susan Grant 954-344-1148 sgrant@coral-springs.fl.us	9551 W. Sample Road Coral Springs, FL 33065
City of Dania Beach Client Since 2010 (1 Year)	Mr. Mark Bates 954-924-6800 mbates@ci.dania-beach.fl.us	100 W. Dania Beach Blvd. Dania Beach, FL 33004
Town of Davie Client Since 2006 (5 Years)	Mr. William Ackerman 954-797-1050 william_ackerman@davie-fl.gov	6591 Orange Drive Davie, FL 33314
City of DeBary Client Since 2006 (5 Years)	Mr. James Seelbinder 386-668-2040 jseelbinder@debary.org	850 North Charles Richard Beal Blvd. DeBary, FL 32713
City of Destin Client Since 2007 (4 Year)	Mr. Greg Kisela 850-837-4242 gkisela@cityofdestin.com	4200 Two Trees Road Destin, FL 32541
Florida Atlantic University Client Since 2007 (4 Years)	Mr. Dennis Crudele 561-297-3266 crudele@fau.edu	777 Glades Road Boca Raton, FL 33431
Florida Gulf Coast University Client Since 2010 (1 Year)	Mr. Curtis Bullock 239-590-1120 cbullock@fgcu.edu	10501 FGCU Blvd. South Fort Myers, FL 33965
Florida International University Client Since 2006 (5 Years)	Mr. Tony Vu 305-348-2544 tony.vu@fiu.edu	1120 S.W. 8th Street Miami, FL 33199

Florida Municipal Power Agency Client Since 2003 (8 Years)	Mr. Nick Guarriello 407-355-7767 nick.guarriello@fmpa.com	8553 Commodity Circle Orlando, FL 32819	
Florida State University Client Since 1994 (14 Years)	Mr. Andy Miller 850-644-3484 amiller@admin.fsu.edu	225 University Center Suite C 5100 Tallahassee, FL 32306	
City of Holly Hill Client Since 2001 (10 Years)	Mr. Kurt Swartzlander 386-248-9427 kswartzlander@hollyhillfl.org	1065 Ridgewood Avenue Holly Hill, FL 32117	
City of Jacksonville Beach Client Since 1994 (17 Years)	Mr. Harry Royal 904-247-6274 hroyal@jaxbchfl.net	11 N. Third Street Jacksonville Beach, FL 32250	
Keys Energy Services Client Since 1996 (15 Years)	Mr. Jack Wetzler 305-295-1012 jack.wetzler@keysenergy.com	1001 James Street Key West, FL 34741	
Kissimmee Utility Authority Client Since 1990 (21 Years)	Mr. Joe Hostetler 407-933-7777 Ext. 1125 jhostetl@kua.com	1701 W. Carroll Street Kissimmee, FL 34741	
City of Lauderhill Client Since 2005 (6 Years)	Mr. Kennie Hobbs 954-730-3033 khobbs@lauderhill-fl.gov	2800 Inverrary Blvd. Lauderhill, FL 33319	
City of Maitland Client Since 2003 (8 Years)	Ms. Sharon Anselmo 407-539-6201 sanselmo@ci.maitland.fl.us	1776 Independence Lane Maitland, FL 32751	
City of Oakland Park Client Since 2009 (2 Years)	William F. Underwood, II 954-630-4252 wunderwood@oaklandparkfl.org	3650 N.E. 12th Avenue Oakland Park, FL 33334	
City of Ocala Client Since 2000 (11 Years)	Mr. Matt Brower 352-351-6600 mbrower@ocalafl.org	2100 NE 30th Avenue Ocala, FL 34470	
City of North Miami Beach Client Since 2011	Ms. Roslyn Weisblum 305-948-2930 Roslyn.Weisblum@citynmb.com	17011 NE 19 Avenue North Miami Beach, FL 33162	

Pasco County Client Since 1978 (33 years)	Mr. Mike Nurrenbrock 727-847-8129 mnurrenbrock@pascocountyfl.net	7530 Little Road New Port Richey, FL 34654
Reedy Creek Improvement District (Disney) Client Since 1990 (21 Years)	Ms. Ann Blakeslee 407-828-3548 ablakeslee@rcid.dst.fl.us	1900 Hotel Plaza Boulevard Lake Buena Vista, FL 32830
City of Temple Terrace Client Since 1980 (31 Years)	Ms. Diane Reichard 813-989-7103 dreichard@templeterrace.com	11250 N. 56th Street Temple Terrace, FL 33617
University of Central Florida Client Since 2003 (8 Years)	Mr. Bill Merck 407-823-2351 wmerck@mail.ucf.edu	P.O. Box 163555 Orlando, FL 32816
City of Vero Beach Client Since 1978 (33 Years)	Mr. Stephen Maillet 772-978-4770 smaillet@covb.org	1053 20th Place Vero Beach, FL 32961
City of Winter Park Client Since 2003 (8 Years)	Mr. Randy Knight 407-599-3236 rknight@ci.winter-park.fl.us Mr. Wes Hamil 407-599-3381 whamil@ci.winter-park.fl.us	401 S. Park Avenue Winter Park, FL 32789

j. Organizational chart of the financial team, including sub-consultants

Provided below is a chart of the individuals assigned to work with Lee County, Florida.



k. Brief one page narrative of any unique or creative approach your firm would propose to financial advisory work

Dunlap & Associates, Inc. will continue to review with the County their current needs and provide suggestions to achieve those goals. The personnel employed at our firm have over 130 years of combined experience in the field of public finance. As a result of this experience, we have structured and have "hands-on experience" with a myriad of innovative financing structures.

Based upon discussions with the County, staff has expressed their need for interim financing from time to time. The Florida Association of Counties currently has a commercial paper program which the County has obtained approval to participate in. However, the County is restricted to the Program's covenants and fees which does not provide the County with maximum financing flexibility. Dunlap & Associates, Inc. continues to recommend that the County create their own Commercial Paper Program with Lee County as the Issuer. Under the current Letter of Credit marketplace, banks have an increased appetite for these types of transactions given their high liquidity levels. By being the Issuer, we can assist the County in negotiating less restrictive covenants and lower costs of issuance, which, combined with historically low interest rate levels, will produce the lowest short term cost of borrowing.

Commercial Paper Program for Lee County

Currently, financial institutions are highly liquid and have expressed their willingness to issue Letter of Credits for Florida issuers to support their commercial paper programs. The commercial paper program could be structured so that the County can utilize it for short term funding of tax-exempt or taxable projects. Commercial Paper is purchased, traded and matures at par and is considered one of the lowest cost and versatile securities of the short-term municipal market. The County would finance their short term funding needs through their own Commercial Paper Program. The County could structure the Program to meet their needs. Some advantages would be:

- Commercial Paper obligations are issued for varying terms (1 to 270 days) thus allowing the County to determine the appropriate length instead of meeting the required dates of the Florida Association of Counties' repayment dates.
- Backed by a letter of credit to achieve low interest rates. The estimated variable rate cost of borrowing under a commercial paper program as of July 20, 2011 would be 0.95% versus a bond issue with an All-In TIC of 3.75% (15 years). The 0.95% assumes letter of credit fees of 0.80% plus remarketing fees of 0.08% and SIFMA 0.07%, which equals 0.95%
- Interest accrued only on the amount outstanding
- Frees up working capital for other purposes
- Minimal up front disclosure requirements and quick turn-around of documents
- May be used as a way to balance overall debt and takes advantage of low short term rates

The Program would require monitoring of interest rate risk which could arise if short term rates begin to increase. Dunlap & Associates, Inc. would assist the County with monitoring of the program and provide advice as to when to set/convert the variable rate to a fixed rate through a bond issue. As with any variable rate debt instrument, there would be interest rate risk. With adequate budgeting, the Commercial Paper Program could offset any of these risks.

Fuel Hedging

A Fuel Hedging Program is a tool that governmental entities can use to reduce their exposure to rising fuel costs. Fuel Hedging contracts allow governmental entities the ability to fix fuel costs through a commodity swap or option. Through discussions with staff, this Program may be beneficial to the County. Dunlap & Associates, Inc. can assist the County with the creation of such a Program along with bidding of the fuel option to assure a positive outcome. If not executed properly, this process can result in unfavorable and costly positions for the County. Dunlap & Associates, Inc., as Financial Advisor to the Florida Municipal Power Agency, has experience in this process and will assist staff in obtaining additional information to evaluate the benefits and drawbacks of fuel hedging.

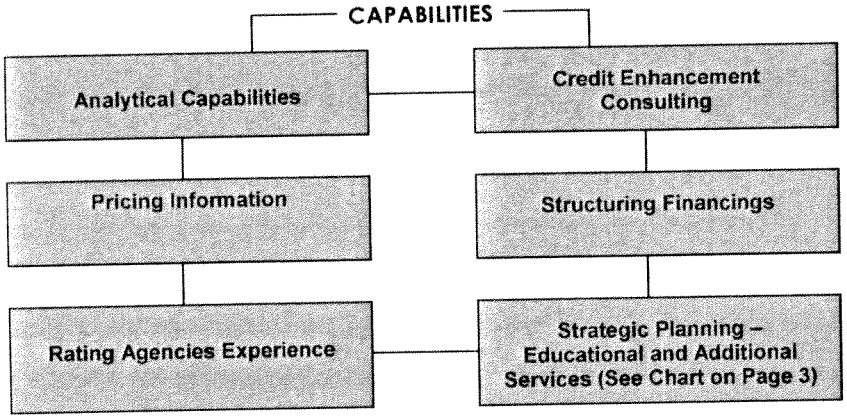
I. Provide an analysis as to why your firm is uniquely qualified to serve as the County's general financial advisor

Dunlap & Associates, Inc. has consistently demonstrated throughout the years of service to our clients and to the County, our knowledge of municipal finance and how that knowledge translates into innovative financing techniques that have saved millions of dollar in financing costs.

Dunlap & Associates, Inc. is the leading financial advisor in Florida, bringing clients a broad range of experience in public finance, investment management and innovative financing concepts. Our professionals are the most experienced in Florida in advising clients in the suitability of all interest rate hedging products and other alternatives, including restructurings and unwinding of hedging products.

Our financial advisory services range in scope from: strategic planning issues, debt and investment policy drafting, sensitivity analysis, rating agency presentations, structuring innovative financings, debt capacity analysis, potential for current or advance refinancing opportunities, escrow investment restructuring, general obligation debt and revenue backed financings, tax increment financing, certificate of participation financing, interest rate hedging products and competitively bidding bond proceeds.

For an understanding of the different areas of expertise that Dunlap & Associates, Inc. can provide to the County, we offer the following comprehensive list of possible services that can be provided to the County. As you can see, our list of services are unmatched by our competitors. Those services include:



Analytical Capabilities

Dunlap & Associates, Inc. has the most advanced computer capabilities, telecommunications and market information systems available in the industry. Our firm has state-of-the-art computer equipment, including local units which enable us to promptly verify bids or escrow requirements. Currently, we maintain the most modern software program for sizing, structuring, refunding, data base and graphics. Additionally, our programs are able to provide for optimum open market escrow funding through linear programming techniques which have proven valuable in periods of negative arbitrage. Our analytical and computer capabilities are available to our clients for all phases of their financings. In fact, with our local units we can provide clients with this information while we are at their offices. This will prove extremely beneficial, especially during volatile market conditions. The accuracy of all of our software has been actuarially verified by major accounting firms involved in the verification of bond issues and/or escrow funds. Dunlap & Associates, Inc.

provides its clients with a comprehensive array of analytical capabilities. Dunlap & Associates, Inc. professionals include members experienced in credit research, economic analysis, computer analysis, municipal bond structuring and refunding techniques. Dunlap & Associates, Inc. maintains the most advanced and sophisticated computer capabilities. Each member of Dunlap & Associates, Inc.'s professional staff is provided with a personal computer. We also provide employees with remote transmission capabilities for field use.

To supplement Dunlap & Associates, Inc. in-house financial analysis models, Dunlap & Associates, Inc. uses a bond structuring program developed by DuBois, Brown & Co., Inc., which optimally sizes and structures debt issues given any number of constraints. This municipal finance program, which currently constitutes the industry standard, is integrated with other proprietary computer programs transformed into graphics for presentation purposes. Dunlap & Associates, Inc. maintains extensive computer applications which are used for debt structuring, cash flow analyses, debt management, investment management, leasing analyses, and other modeling requirements. These applications include Windows XP and Microsoft Office Suite (includes Word, Excel, PowerPoint and Access).

The County is aware of Ms. Ryman's analytical capabilities as demonstrated in the past decade. She has provided the County with assessment calculations, preliminary debt service schedules and final debt calculations as can be seen in the majority of the final financial advisory memos in the County's possession.

Pricing Information

Our access to market information is among the finest in the industry. Available resources include real-time Telerate, Market Master and Reuters as well as syndicate managers with major municipal securities underwriting desks in Florida and New York. In short, our pulse is continually on the market. This capability is critical during the pricing of issues, especially because unlike other firms, we do not rely on second-hand information.

Rating Agency Experience

Dunlap & Associates, Inc. is the most experienced financial advisory firm in Florida with the credit rating process. Our philosophy is to take a very pro-active role in dealing with nationally recognized credit rating agencies in order to improve the credit ratings of the clients. Over the years, we have developed strong working relationships with the rating agencies because we understand the review process and requirements. With this in-depth knowledge, we properly prepare our clients to address all potential questions from the rating agencies and resolve any potential issues prior to the presentation. This results in a well orchestrated and detailed presentation to achieve the highest possible credit rating. Though this preparation does not always guarantee a rating upgrade, it is essential to have an experienced credit analyst at our firm assist the County in this process.

Credit Review

Dunlap & Associates, Inc. has a team of professionals previously trained as credit analysts at major banking institutions. These professionals continually monitor our clients' financial condition and submit annual or semi-annual credit rating reviews or requests for credit rating upgrades, depending on the financial condition of each client. This internal semi-annual and annual credit rating evaluation process is an essential part of our ongoing financial advisory services.

Structuring a Financing

Our in-depth knowledge of the rating agency process, the criteria and guidelines for each type of financing, allows us to structure each financing to achieve the highest possible credit rating while providing a maximum of financing flexibility to our clients, and in turn, achieve the lowest interest rate cost. Throughout our financial advisory experience, we have been successful in obtaining and identifying possible credit rating upgrades for our clients and to position each one of them in an optimal financial position to achieve high credit ratings.

Credit Upgrades

Our Florida clients, which are listed on the map found under Question "e", have had relationships with our firm for over 16 years on average. Consequently, we have been there to apply for their first credit rating and throughout the years have achieved upgrades for many of them. In fact, we obtained the only water and sewer revenue bond rated AAA in Florida on behalf of our client, the City of Naples, after having been in a credit rating downgrade position in the early 1990's. Similarly, for the City of Coral Springs general obligation bonds, we were also able to obtain the highest rating of AAA from Moody's, Fitch and Standard & Poor's.

Dunlap & Associates, Inc. continuously reviews the County's rating reports. The County's underlying ratings are all in the "A" category and above. With changes in legislature and current market conditions, Dunlap & Associates, Inc. will continue to assist the County with reviewing their current ratings with all three rating agencies and prepare a plan to help the County maintain their ratings.

Financial Sustainability Planning

With assistance from the County, Dunlap & Associates can provide a comprehensive overview and evaluation of outstanding debt, operating budgets, capital improvement plans, outsourcing contracts, and other pertinent financial and operational information to ascertain ways to reduce expenses and enhance revenues moving forward.

Benefits to the County

Through these quantitative resources, industry contacts and the experience of the individuals assigned, there is no other firm more qualified than Dunlap & Associates, Inc. to serve in the capacity of Financial Advisor to the County. Our knowledge of the County will allow us to continue to assist the County with up to the minute review and analysis of the County's debt. We will be able to evaluate refunding opportunities, present innovative ideas and respond to proposals received from underwriting firms.

As Dunlap & Associates, Inc. has demonstrated over the last three years, we continuously review the County's outstanding debt for any refunding opportunities. Recently we have recommended to the County to refund the Transportation Facilities Refunding Bonds, Series 2001 which currently provides over 5.00% savings. We have recommended to complete the refunding as a bank loan instead of the traditional refunding bond issue. By using this financing option, the County would recognize a lower cost of issuance and usually alower interest cost. We will continue to monitor this refunding and will advise the County if another financing vehicle would provide more cost savings to the County.

As we have noted to Staff, the County's Debt Manual is well written and used by our firm on a regular basis. The information found that the County has approximately 2% of variable rate debt with the Florida Association of Counties, Commercial Paper Program and approximately 98% of fixed rate debt. This conservative approach to debt has shielded the County from the current market situation.

Type of Debt

Funding Sources - Debt Manual FY09-10

Ms. Ryman also has extensive knowledge with the County's MSTU/MSBU program. She has provided the County with preliminary assessment calculations, final tax roll calculations and assisted with implementing the current loan program that funds the assessment financings in the past. With her knowledge of the Program, Ms. Ryman would review current outstanding assessment loans and determine if any would benefit from refunding since all of the assessment loans are prepayable without penalty. If there are any candidates, the refundings would provide savings to the taxpayers and positive media attention.

Provided below is additional information on unique and innovative concepts Dunlap & Associates, Inc. has assisted our financial advisory clients which demonstrates our firm's unique qualifications.

Kissimmee Utility Authority (KUA)

The Kissimmee Utility Authority has been a client of Dunlap & Associates, Inc. for over 20 years. In 2003, KUA developed a $60.7M Commercial Paper Program to partially finance the construction of a 250 megawatt combined Cycle Power Plant located at Cane Island, Florida. A concept developed by Dunlap & Associates and KUA was to secure a Line of Credit which is less expensive than a Letter of Credit. The Remarketing Agent was able to sell this Commercial Paper debt using the Liquidity features of a Line of Credit and the credit features of the underlying ratings of A1 and A+ assigned to KUA by Moody's and Fitch.

City of Coral Springs Variable Rate Program with No Line or Letter of Credit

The City of Coral Springs, Florida refunded their prior Sunshine Governmental Financing Commission debt through a newly created Pool Program, Florida Intergovernmental Finance Commission (FIFC). The primary reason for doing this was the City's increasing underlying ratings which allowed the City to obtain more cost effective financing than that offered by SSGFC.

At the time this refinancing was done in 2001, the City of Coral Springs, Florida had ten years remaining on its Capital Improvement debt. Dunlap & Associates, Inc. developed a finance structure for the City which issued 10-year fixed rate, non-amortizing debt. At the time of issuance, the City entered into an "interest rate swap" whereby the Counterparty paid the City a fixed rate equivalent to the coupon rate on the City's debt in exchange for the City paying a variable rate (SIFMA) plus 9 basis points. The FIFC had Program Administrative fees of 8 basis points; therefore, bringing the variable rate costs for Coral Springs to SIFMA plus 17 basis points. This all-in cost was well below other variable rate programs and did not require any ongoing Letter of Credit or Remarketing costs.

During this 10-year amortization period, the City would self-amortize this debt so that in 2011, the debt was fully retired.

CityPlace Project in West Palm Beach, Florida

Dunlap & Associates, Inc. developed a financing structure for the CityPlace CDD in 1998 which involved the use of (1) a portion ($2,000,000) of the existing Tax Increment Revenues (Coverage Revenues), (2) Tax Increment Revenues from the newly created CRA where the CityPlace Project was to be constructed, (3) Special Assessments levied on Lessee's occupying space within the CityPlace CDD and (4) a Debt Service Reserve Deficiency Agreement between the CityPlace CDD and the City of West Palm Beach, Florida. This Deficiency Agreement allowed the bonds to be insured by MBIA, thus lowering the interest rate on the Series 1998 CityPlace Bonds. This Deficiency Agreement was eliminated in 2008 when the Tax Increment Revenues and Special Assessment Revenues equaled 1.50x coverage for two historical years on the Maximum Annual Debt Service.

Lee County, Florida $79,883,000 Tourist Development Tax Revenue Bonds, Series 2010A and 2010B

This issue was done to construct a new Spring Training Facility for the Boston Red Sox. The financing structure involved the issuance of $37,403,000 of Federally Taxable Build America Recovery Zone Economic Development Bonds which carried a 45% direct interest subsidy and $42,480,000 of Federal Taxable Build America Bonds which carried a 35% direct interest subsidy. Dunlap & Associates, Inc. developed an amortization structure which retired the 35% direct subsidy debt first and the 45% direct subsidy debt last. This amortization structure allowed Lee County, Florida to secure a net interest cost rate of 3.64% for 30-year debt. This low cost of borrowing required fewer Tourist Development Tax dollars to be used for debt service, thus making more of the Tourist Development Tax dollars to be utilized for Economic Development.

m. List the various types of municipal debt issuances on which the firm has served as financial advisor

The personnel employed at our firm have combined over 130 years of experience in the field of public finance. As a result of this experience, we have been exposed to and have "hands-on experience" with a myriad of financing structures. We have included on the following pages various types of municipal debt issuances, both new money and refunding, on which our firm has served as financial advisor over the past three (3) years. We have also provided, behind Exhibit A, a detailed list of issues.

Bank Loans · Variable Rate · Fixed Rate · AMT and Non-AMT · Bank Qualified and Non-Bank Qualified · Rate Locks	Variable Rate Bonds · Commercial Paper · Variable Rate Demand Bonds · Auction Rate Securities
Fixed Rate Bonds · Bond Anticipation Notes · Tax Anticipation Notes · Revenue Anticipation Notes · Long Term Fixed Rate Bonds · Insured/Rated/Non-Rated	Interest Rate Hedges · Interest Rate Swaps · Interest Rate Caps · Interest Rate Collars · Swaptions · Forward Starting Swaps

Financing Types

Airport Facility Bonds (AMT and No-AMT) Passenger Facility Charges Sales Tax Franchise Fees Guaranteed Entitlement Local Option Gas Tax Gas Tax	General Government Ad Valorem Non-Ad Valorem Covenant to Budget and Appropriate Special Assessments Water and Sewer Solid Waste

Staff Florida Experience

Mr. Craig Dunlap, **President of the Company**, will have the **primary responsibility** for providing services to the County. Mr. Dunlap has over 41 years of experience in the public finance industry. **As owner of the Company, he ensures that his personnel on this relationship are available 24 hours per day, 365 days per year**, if necessary.

The following is **Mr. Duniap**'s recent experience by category:

Wastewater/Water/Sewer

Bartow
Cocoa
Coral Springs
Davie
DeBary
Fort Lauderdale
Holly Hill
Lauderhill
Oakland Park
Pompano Beach
Vero Beach
Winter Park
Pasco County
Florida Governmental Utility Authority

Capital Improvement

Cocoa
Coral Springs
Daytona Beach
DeBary
Fort Lauderdale
Lauderhill
Ocala
Vero Beach
West Palm Beach
Winter Park
Florida Atlantic University
Florida Gulf Coast University
Florida International University

Pooled Loan Programs

Sunshine State Governmental Financing Commission
Florida Intergovernmental Finance Commission

Community Redevelopment Agencies

Boca Raton
Celebration CDD
Daytona Beach
Enterprise CDD
Midtown Miami CDD
Temple Terrace CDD
Winter Park CRA

Special Assessment

Celebration CDD
Daytona Beach
Enterprise CDD
Midtown Miami CDD
Osceola County

Ms. Kelly Ryman, Vice President, will have the **primary day-to-day responsibility** for providing services to the County. Ms. Ryman has over 14 years of experience in the public finance industry. The following is **Ms. Ryman**'s experience by category:

Wastewater/Water/Sewer

Bartow
Cocoa
Coral Springs
Davie
DeBary
Fort Lauderdale
Holly Hill
Lauderhill
Lee County
Oakland Park
Pompano Beach
Vero Beach
Winter Park
Pasco County

Capital Improvement

Cocoa
Coral Springs
DeBary
Lauderhill
Ocala
Vero Beach
West Palm Beach
Winter Park
Lee County
Florida Atlantic University
Florida Gulf Coast University
Florida International University

Community Redevelopment Agencies

Boca Raton
Celebration CDD
Enterprise CDD
Midtown Miami CDD

Special Assessment

Celebration CDD
Enterprise CDD
Midtown Miami CDD
Osceola County
Sunshine Water Control District

Tourist Development Tax

Lee County

Mr. Damon Adams, Senior Vice President, will provide **day-to-day support** for providing services to the County. Mr. Adams has over 39 years of experience in the public finance industry. The following is **Mr. Adam**'s experience by category:

Wastewater/Water/Sewer

Coral Springs
Davie
Fort Lauderdale
Lauderhill
Oakland Park

Capital Improvement

Coral Springs
Lauderhill
West Palm Beach
Florida Atlantic University
Florida International University

Community Redevelopment Agencies

Fort Lauderdale CRA
Midtown Miami CDD

Special Assessment

Fort Lauderdale
Midtown Miami CDD

Mr. Michael Levinson, Senior Vice President, will form part of the financing team. Mr. Levinson is a former **City Manager of the City of Coral Springs for 15 years**. Mr. Levinson brings to the table the **perspective and experience of the Issuer**. Mr. Levinson serves as First President Emeritus of the Florida Sterling Council and has been also been recognized with numerous awards, including Tribute, Florida House of Representatives. The City of Coal Springs, under the stewardship of Mr. Levinson, received the Malcolm Baldrige National Quality Award. He was also recognized by the Board of County Commissioners of Broward County dedicating October 30, 2010 as Michael Levinson Appreciation Day for 15 years of exemplary service as the City of Coral Springs' City Manager.

The following is **Ms. Miner** experience by category:

Wastewater/Water/Sewer

Bartow
Cocoa
Coral Springs
Davie
DeBary
Fort Lauderdale
Holly Hill
Lauderhill
Oakland Park
Pompano Beach
Vero Beach
Winter Park
Pasco County

Capital Improvement

Cocoa
Coral Springs
DeBary
Lauderhill
Ocala
Vero Beach
West Palm Beach
Winter Park
Florida Atlantic University
Florida Gulf Coast University
Florida International University

Community Redevelopment Agencies

Boca Raton
Celebration CDD
Enterprise CDD
Midtown Miami CDD

Special Assessment

Celebration CDD
Enterprise CDD
Midtown Miami CDD
Osceola County
Sunshine Water Control District

n. List the various types of municipal debt issuances on which the firm as served has underwriter over the past three (3) years

Dunlap & Associates, Inc. is an independent financial advisory firm and does not engage in underwriting services. Therefore, we have not served as an underwriter on any debt issuances.

o. Provide a listing of the Florida Issuances in which your firm has participated and what capacity your firm has serve over the past three (3) years

Dunlap & Associates, Inc. is an independent financial advisory firm. We do not provide underwriting services. Therefore, all the deals listed below have been performed as financial advisor. We have provided a list of Florida financings behind Exhibit A.

p. Give a description of the firm's financial background and advisory capabilities included 10(K) forms as filed for the past three (3) years

Dunlap & Associates, Inc. was established in June, 1995 and has maintained an office in Florida for sixteen years. In 2001, we established an office in Fort Lauderdale. Dunlap & Associates, Inc. added a Fort Myers office in 2007 to our public finance network with Kelly Ryman heading that office. The President and originator of Dunlap & Associates, Inc. has been in the municipal finance business for **41 years** exclusively in Florida. He has served as Division of Bond Finance Director for the State of Florida, Director for Dean Witter Reynolds, an investment banking firm and Director of Evensen Dodge, a financial advisory firm, prior to starting Dunlap & Associates, Inc. in 1995. The team of professionals assigned to this account is comprised of the most senior and experienced public finance professionals in the industry, specifically, in Florida. These professionals include: economists, CPA's, doctorates in finance, former investment bankers, former commercial bankers and registered investment advisory and registered brokers.

We are privately owned and are not required to file 10K's. Included as Exhibit B are Federal tax returns for the years 2007, 2008 and 2009 which have been independently reviewed by the firm of Sines, Girvin, Blakeslee & Campbell, Certified Public Accountants. The 2010 tax return is in the process of being prepared.

Dunlap & Associates, Inc. is legally authorized, pursuant to the requirements of the Florida Statutes, to do business in the State of Florida.

q. Provide a listing of projects and/or analyses which are not related to the issuance of debt.

Dunlap & Associates, Inc. provides a wide range of services separate from debt issuances. We have assisted with preparations of debt and investment policies, reviewed Capital Plans, assist with renewing of Letter of Credit facilities for outstanding variable rate debt, and assisted with preparation of Bondholder reports.

In addition to providing the full range of services provided on under Question e., we provide financial consulting in the following areas:

1. **Structuring Public/Private Partnerships**

   Dunlap & Associates will advise the County on how to responsibly and effectively leverage their scarce resources with those of the private sector to accomplish objectives otherwise financially unattainable.

2. **Financial Sustainability Planning**

   With assistance from the County, Dunlap & Associates can provide a comprehensive overview and evaluation of outstanding debt, operating budgets, capital improvement plans, outsourcing contracts, and other pertinent financial and operational information to ascertain ways to reduce expenses and enhance revenues moving forward.

3. **Privatizing Municipal Services**

   Dunlap & Associates, Inc. can assist in the development of a Managed Competition Program, including the preparation of appropriate solicitation materials, the evaluation of proposals and negotiations with preferred vendors.

4. **Business Planning**

   Dunlap & Associates will advise the County, employing a proven business model for local government, on how to better align its scarce resources with the needs and expectations of its residents, businesses and visitors.

5. **Annually or as needed review, comment and update debt and investment policies for clients**:

   As part of our services, we review our clients' debt and investment polices as market conditions change, specifically these days when municipal insurance company's credit ratings are constantly changing. An updated review of these ratings is provided on the following page:

Bond Insurer Ratings Grid

As of 05/09/2011

RATING ISSUED BY	Assured Guaranty	AGM (formerly FSA)	NPFG (formerly MBIA)	BHAC
Moodys	Aa3	Aa3	Baa1	Aa1
S&P	AA+	AA+	BBB	AA+
Fitch	NR	NR	NR	NR
Moodys	NEG	NEG	DEVELOP	STABLE
S&P	STABLE	STABLE	-	STABLE
Fitch	-	-	-	-

6. Fuel Hedging

Dunlap & Associates, Inc. can assist the County in the creation of a Fuel Hedging Program and help assure a positive result.

7. Legislation and Market Conditions relating to Debt

Dunlap & Associates, Inc. can assist the staff with education on upcoming Legislation and market conditions so that staff can be better prepared to make decisions relating to debt issuances.

r. Describe what compensation arrangement is desired e.g. whether compensation will be based on transaction basis vs. hourly rates

Dunlap & Associates, Inc. is providing the following cost proposal for the County's consideration:

For all services not directly related to the issuance of bonds or notes:

1. Hourly rate for time and services for all officers, Senior Vice Presidents and Vice Presidents

   $170.00/ hour President

   $150.00/ hour Senior and Vice Presidents

2. Hourly rate for time and services for all financial and computer analysts

   $130.00/ hour

3. Alternative cost to above hourly fees in the form of a monthly retainer (debt issuance fees are priced separately)

   $3,000.00/ monthly

4. For all services related to the issuance of bonds or notes issued by the County, regardless of the manner of sale per series

Amount	Fee per $1,000
First $20,000,000	$0.80 per bond
Second $20,000,000 and above	$0.60 per bond
Maximum fee per any singular issue	$80,000.00
Minimum fee per any singular issue	$15,000.00

If additional services, other than financial advisor services, are required, these fees will be negotiated at a later date and mutually agreed upon.

- For investment services, the Financial Advisor will arrange for the competitive bidding of bond proceeds and will be compensated by the successful bidder in an amount consistent with Federal tax regulations.

- The present value of 1.5 to 3 basis points per year on the notional amount for the average life of the swap will apply for any interest rate hedging products, including interest rate swaps in our role as Agent in these transactions.

- For escrow restructurings and any additional services, the fees will be negotiated on a case by case basis.

EXHIBIT A
Florida Financings 2008-2011

ISSUER	AMOUNT	DATE	SALE DESCRIPTION	SALE TYPE
Florida Municipal Power Agency	$24,305,000	6/21/11	St. Lucie Project Revenue Bonds, Series 2011B	Negotiated
Florida Municipal Power Agency	$34,870,000	6/21/11	St. Lucie Project Revenue Bonds, Series 2011A	Negotiated
Kissimmee Utility Authority	$30,005,000	6/16/11	Electric System Refunding Revenue Bonds, Series 2011	Negotiated
Florida Gulf Coast University Financing Corporation	$30,000,000	6/14/11	Capital Revenue Bonds, Series 2011A	Competitive
City of North Miami Beach	$14,835,000	6/10/11	Promissory Note, Series 2011 (Refunding of FMLC Loan)	Placement
Pasco County	$39,150,000	5/26/11	Solid Waste Disposal and Resource Recovery System Refunding Revenue Bonds, Series 2011 (AMT)	Negotiated
City of Holly Hill	$4,550,000	4/26/11	Water and Sewer System Revenue Bond, Series 2011	Placement
Sunshine Water Control District	$12,880,000	4/20/11	Special Assessment Revenue Improvement Bonds, Series 2011	Negotiated
Reedy Creek Improvement District	$47,715,000	4/20/11	Ad Valorem Tax Refunding Bonds, Series 2011	Placement
Lee County	$7,060,000	3/9/11	Capital Revenue Refunding Note, Series 2011 (2000)	Placement
City of Aventura	$5,565,000	1/25/11	Promissory Note, Series 2011 (Refunding of FMLC Loan)	Placement
City of Oakland Park	$15,637,000	12/30/10	Refunding Revenue Bonds, Series 2010 (Refunding of FMLC Loan)	Placement
City of Winter Park	$16,500,000	12/22/10	Water and Sewer Refunding Revenue Bonds, Series 2010	Placement
City of Winter Park	$5,245,000	12/20/10	Electric Refunding Revenue Bonds, Series 2010	Placement
Florida Municipal Power Agency	$20,500,000	12/17/10	St. Lucie Project Revenue Bonds, Series 2010	Placement
City of Atlantic Beach	$690,000	12/14/10	Utilities System Revenue Refunding Bonds, Series 2010B	Placement
City of Atlantic Beach	$9,137,440	12/14/10	Utilities System Subordinated Revenue Bonds, Series 2010A-2	Placement
City of Atlantic Beach	$892,560	12/14/10	Utilities System Revenue Bonds, Series 2010A-1	Placement
City of Coral Springs	$5,913,000	12/14/10	Capital Revenue Note, Series 2010 (Federally Taxable -Build America Bonds- Recovery Zone Economic Development Bonds-Direct Subsidy)	Placement
City of Cocoa	$24,770,000	12/13/10	Water and Sewer System Revenue Bonds, Series 2010 (Federally Taxable - Build America Bonds - Direct Subsidy)	Negotiated

ISSUER	AMOUNT	DATE	SALE DESCRIPTION	SALE TYPE
City of Cocoa	$3,200,000	12/7/10	Capital Improvement and Refunding Revenue Bond, Series 2010	Placement
Florida Atlantic University	$44,500,000	11/23/10	Capital Improvement Revenue Bonds (Football Stadium Project), Series 2010 (Direct Subsidy Build America Bonds)	Placement
City of Neptune Beach	$700,000	11/12/10	Infrastructure Surtax Revenue Bond, Series 2010B	Placement
City of Neptune Beach	$1,700,000	11/12/10	Infrastructure Surtax Revenue Bond, Series 2010A	Placement
Higher Educational Facilities Financing Authority	$23,825,000	10/29/10	Educational Facilities Revenue Bonds, Series 2010 (Bethune-Cookman University, Inc. Project)	Negotiated
City of Jacksonville Beach	$37,285,000	10/19/10	Utility Revenue Refunding Bonds, Series 2010	Competitive
Florida Governmental Utility Authority	$121,145,000	9/30/10	Utility Refunding Revenue Bonds (Aloha Utility System), Series 2010B (Federally Taxable Build America Bonds-Direct Subsidy)	Negotiated
Florida Governmental Utility Authority	$2,760,000	9/30/10	Taxable Utility Refunding Revenue Bonds (Aloha Utility System), Series 2010A	Negotiated
City of Lauderhill	$6,565,000	9/29/10	Half-Cent Sales Tax Revenue Refunding Bonds, Series 2010	Placement
City of Lauderhill	$10,000,000	9/29/10	Water Utility Tax Revenue Bonds, Series 2010	Placement
City of Aventura	$10,385,000	9/23/10	Promissory Note, Series 2010	Placement
Reedy Creek Improvement District	$12,150,000	9/23/10	Ad Valorem Tax Refunding Bonds, Series 2010	Placement
Florida Gulf Coast University Financing Corporation	$17,000,000	9/22/10	Capital Improvement Revenue Bonds, Series 2010B (Housing Acquisition Project)	Competitive
Lee County	$1,275,000	8/23/10	Tourist Development Tax Revenue Bonds, Series 2010C	Negotiated
Lee County	$37,403,000	8/23/10	Tourist Development Tax Revenue Bonds, Series 2010B (Federally Taxable Build America Bonds-Recovery Zone Economic Development Bonds-Direct Subsidy)	Negotiated
Lee County	$42,480,000	8/23/10	Tourist Development Tax Revenue Bonds, Series 2010A (Federally Taxable Build America Bonds-Direct Subsidy)	Negotiated
City of Oakland Park	$14,885,000	8/12/10	Water and Sewer Revenue Bonds, Series 2010	Negotiated
Town of Davie	$46,245,000	7/30/10	Water and Sewer Revenue Bonds, Series 2010 (Federally Taxable Build America Bonds-Direct Subsidy)	Negotiated

ISSUER	AMOUNT	DATE	SALE DESCRIPTION	SALE TYPE
City of Plant City	$7,045,000	7/29/10	Utility System Refunding Revenue Bonds, Series 2010	Placement
Florida Governmental Utility Authority	$52,475,000	7/22/10	Taxable Utility Revenue Bonds (North Fort Myers Utility System), Series 2010B (Federally Taxable - Build America Bonds - Direct Subsidy)	Negotiated
Florida Governmental Utility Authority	$9,965,000	7/22/10	Tax-Exempt Utility Revenue Bonds (North Fort Myers Utility System), Series 2010A	Negotiated
Florida Gulf Coast University Financing Corporation	$32,000,000	7/22/10	Capital Improvement Revenue Bonds, Series 2010A (Housing Project)	Negotiated
City of Winter Park	$2,370,000	7/15/10	Park Avenue Refunding Improvement Revenue Bonds, Series 2010	Placement
Lee County	$115,987.14	6/9/10	Revenue Note, Series 2010A (McGregor Isles)	Placement
City of Plant City	$4,610,000	6/3/10	Non-Ad Valorem Refunding Revenue Note, Series 2010	Placement
City of Dania Beach	$1,005,854.94	5/28/10	Lease/Purchase Agreement with TD Equipment Financing	Placement
City of Dania Beach	$3,500,000	5/4/10	General Obligation Bank Loan, Series 2010	Placement
City of Coral Springs	$8,735,000	4/6/10	Water and Sewer Revenue Refunding Bonds, Series 2010	Competitive
Florida Governmental Utility Authority	$24,665,000	2/25/10	Taxable Utility Revenue Bonds (Lindrick Utility System), Series 2010 (Federally Taxable - Build America Bonds - Direct Subsidy)	Negotiated
The FAU Finance Corporation	$3,365,000	2/24/10	Capital Improvement Subordinate Revenue Bonds (Innovation Village Project), Series 2010B	Placement
The FAU Finance Corporation	$112,455,000	2/24/10	Capital Improvement Revenue Bonds (Innovation Village Project), Series 2010A-BAB	Negotiated
The FAU Finance Corporation	$8,475,000	2/24/10	Capital Improvement Revenue Bonds (Innovation Village Project), Series 2010A (Tax-Exempt)	Negotiated
City of Winter Park Community Redevelopment Agency	$8,100,000	2/16/10	Redevelopment Revenue Bonds, Series 2010 (Community Center)	Placement
City of West Palm Beach	$15,140,000	2/9/10	Utility System Revenue Refunding Bonds, Series 2010	Negotiated
City of West Palm Beach	$11,170,000	1/21/10	Public Service Tax Refunding Bonds, Series 2010	Negotiated
Florida Governmental Utility Authority	$5,124,200	12/23/09	Utility Revenue Bonds (Consolidated Utility System), Series 2009	Placement
Miami-Dade County Industrial Development Authority	$5,310,000	12/16/09	Taxable Revenue Bonds, Series 2009B (FIU Football Stadium Project)	Negotiated
Miami-Dade County Industrial Development Authority	$30,000,000	12/16/09	Revenue Bonds, Series 2009A (FIU Football Stadium Project)	Negotiated
Florida Municipal Power Agency	$2,790,000	12/3/09	Tri-City Project Revenue Bonds, Series 2009A	Negotiated
Florida Municipal Power Agency	$37,820,000	12/3/09	St. Lucie Project Revenue Bonds, Series 2009A	Negotiated

ISSUER	AMOUNT	DATE	SALE DESCRIPTION	SALE TYPE
Florida Municipal Power Agency	$6,615,000	12/3/09	Stanton II Project Revenue Bonds, Series 2009A	Negotiated
Florida Municipal Power Agency	$9,360,000	12/3/09	Stanton Project Revenue Bonds, Series 2009A	Negotiated
City of Clewiston	$1,414,000	9/26/09	Revenue Note, Series 2009	Placement
City of Lauderhill	$6,500,000	9/4/09	Half-Cent Sales Tax Revenue Bonds, Series 2009	Placement
Pasco County	$115,655,000	9/3/09	Taxable Water & Sewer Revenue Bonds, Series 2009B (BABs-Direct Payment)	Negotiated
Pasco County	$31,715,000	9/3/09	Water and Sewer Revenue Bonds, Series 2009A	Negotiated
City of Winter Park	$45,685,000	9/2/09	Water & Sewer Refunding and Improvement Revenue Bonds, Series 2009	Negotiated
City of Winter Park	$6,965,000	8/28/09	Electric Refunding Revenue Bonds, Series 2009B	Negotiated
City of Winter Park	$28,020,000	8/28/09	Electric Refunding Revenue Bonds, Series 2009A	Negotiated
City of Destin	$8,500,000	8/25/09	Harbor Community Redevelopment Agency Tax Increment Revenue Bonds, Series 2009	Placement
Lee County	$450,554.75	8/19/09	Revenue Note, Series 2009A (Emily Lane Water and Sewer MSBU Project)	Placement
Kissimmee Utility Authority	$60,700,000	8/19/09	Electric System Refunding Revenue Bonds, Subordinate Series 2003 (Remarketing)	Negotiated
City of Cocoa	$6,675,000	7/30/09	Taxable Water & Sewer System Ref Rev Bonds, Series 2009C	Negotiated
City of Cocoa	$13,820,000	7/30/09	Water & Sewer System Refunding Revenue Bonds, Series 2009B	Negotiated
City of Cocoa	$8,795,000	7/30/09	Water & Sewer System Revenue Bonds, Series 2009A	Negotiated
Town of Davie	$60,000,000	5/29/09	Educational Facilities Revenue Bonds, Series 2009 (NSU Project)	Placement
City of DeBary	$5,000,000	5/27/09	Stormwater Utility Assessment Revenue Note, Series 2009	Placement
City of Lauderhill	$6,000,000	4/15/09	Stormwater Utility Revenue Bonds, Series 2009	Placement
Florida Municipal Power Agency	$15,235,000	3/16/09	All-Requirements Power Supply Project Revenue Bonds, Series 2009B	Negotiated
Florida Municipal Power Agency	$154,480,000	3/16/09	All-Requirements Power Supply Project Revenue Bonds, Series 2009A	Negotiated
City of Temple Terrace	$21,800,000	3/5/09	Taxable Non-Ad Valorem Revenue Note, Series 2009	Placement
Florida Governmental Utility Authority	$106,710,000	2/27/09	Utility Revenue Bonds, Series 2009 (Aloha Utility System Acquisition)	Placement

ISSUER	AMOUNT	DATE	SALE DESCRIPTION	SALE TYPE
Florida Municipal Power Agency	$74,810,000	11/19/08	All-Requirements Power Supply Project Variable Rate Demand Ref Rev Bonds, Series 2008E	Negotiated
Florida Municipal Power Agency	$42,305,000	11/19/08	All-Requirements Power Supply Project Variable Rate Demand Ref Rev Bonds, Series 2008D (Federally Taxable)	Negotiated
Florida Municipal Power Agency	$154,565,000	11/19/08	All-Requirements Power Supply Project Variable Rate Demand Ref Rev Bonds, Series 2008C	Negotiated
Florida Municipal Power Agency	$37,905,000	10/31/08	Stanton Project Refunding Revenue Bonds, Series 2008	Negotiated
Broward County Educational Facilities Authority	$60,000,000	10/17/08	Educational Facilities Revenue Bonds, Series 2008 (NSU Project)	Negotiated
City of Casselberry	$2,277,000	9/11/08	Taxable Land Acquisition Note, Series 2008	Placement
Florida Municipal Power Agency	$74,885,000	9/5/08	All-Requirements Power Supply Project Revenue Bonds, Series 2008B (Taxable)	Negotiated
Florida Municipal Power Agency	$509,555,000	9/5/08	All-Requirements Power Supply Project Revenue Bonds, Series 2008A	Negotiated
City of West Palm Beach	$99,990,000	8/19/08	Utility System Variable Rate Revenue Bonds, Series 2008C	Negotiated
City of Coral Springs	$16,830,000	7/31/08	Capital Revenue Refunding Bonds, Series 2008	Competitive
Kissimmee Utility Authority	$60,700,000	7/17/08	Electric System Refunding Revenue Bonds, Subordinate Series 2003	Negotiated
City of West Palm Beach	$14,835,000	6/18/08	Utility System Revenue Bonds, Series 2008B	Negotiated
City of West Palm Beach	$53,975,000	6/18/08	Utility System Revenue Refunding Bonds, Series 2008A	Negotiated
City of Vero Beach	$14,833,000	6/10/08	Water & Sewer System Refunding Revenue Note, Series 2008	Placement
City of Vero Beach	$8,247,000	6/10/08	Electric System Refunding Revenue Note, Series 2008	Placement
City of Vero Beach	$56,325,000	6/4/08	Variable Rate Electric Refunding Revenue Bonds, Series 2003A	Negotiated
Town of Davie	$6,010,000	5/15/08	Public Improvement Revenue Refunding Bonds, Series 2008B	Placement
Town of Davie	$1,825,000	5/15/08	Public Improvement Revenue Refunding Bonds, Series 2008A	Placement
Town of Davie	$1,541,250	5/15/08	General Obligation Refunding Bonds, Series 2008B	Placement
Town of Davie	$7,250,000	5/15/08	General Obligation Refunding Bonds, Series 2008A	Placement
City of Lake Worth	$66,000,000	5/1/08	Utility System Refunding Revenue Bonds, Series 2008	Placement

ISSUER	AMOUNT	DATE	SALE DESCRIPTION	SALE TYPE
Golden Knights Corporation	$16,700,000	4/10/08	Note, Series 2008	Placement
Pasco County	$45,700,000	2/27/08	Solid Waste Disposal & Res Rec Sys Ref Rev Bonds, Series 2008A (Taxable)	Negotiated
Pasco County	$19,945,000	2/21/08	Solid Waste Disposal & Res Rec Sys Rev Bonds, Series 2008D (Non-AMT)	Negotiated
Pasco County	$4,545,000	2/21/08	Solid Waste Disposal & Res Rec Sys Ref Rev Bonds, Series 2008C (AMT)	Negotiated
Pasco County	$15,090,000	2/21/08	Solid Waste Disposal & Res Rec Sys Ref Rev Bonds, Series 2008B (Non-AMT)	Negotiated

EXHIBIT B

FEDERAL TAX RETURNS

FOR YEARS

2007, 2008 and 2009

Form **1120S**

Department of the Treasury
Internal Revenue Service (77)

U.S. Income Tax Return for an S Corporation

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
▶ See separate instructions.

OMB No. 1545-0130

2007

For calendar year 2007 or tax year beginning , ending

A S election effective date 1/01/03	Use IRS label. Otherwise, print or type.	Name DUNLAP & ASSOCIATES, INC	D Employer identification number 59-3328233
B Business activity code number (see instructions) 523110		Number, street, and room or suite no. If a P.O. box, see instructions. 1146 KEYES AVE	E Date incorporated 6/07/1995
C Check if Sch. M-3 attached ☐		City or town, state, and ZIP code WINTER PARK FL 32789	F Total assets (see instructions) $ 135,095

G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No If "Yes," attach Form 2553 if not already filed

H Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change
(4) ☐ Amended return (5) ☐ S election termination or revocation

I Enter the number of shareholders in the corporation at the end of the tax year ▶ 1

Caution. Include **only** trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1a	Gross receipts or sales 804,190 b Less returns and allowances c Bal ▶	1c	804,190
	2	Cost of goods sold (Schedule A, line 8)	2	
	3	Gross profit. Subtract line 2 from line 1c	3	804,190
	4	Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)	4	
	5	Other income (loss) (see instructions—attach statement) See Stmt 1	5	865
	6	**Total income (loss).** Add lines 3 through 5 ▶	6	805,055
Deductions (see instructions for limitations)	7	Compensation of officers	7	310,000
	8	Salaries and wages (less employment credits)	8	152,500
	9	Repairs and maintenance	9	6,320
	10	Bad debts	10	
	11	Rents	11	72,000
	12	Taxes and licenses	12	28,953
	13	Interest	13	
	14	Depreciation not claimed on Schedule A or elsewhere on return (attach Form 4562)	14	343
	15	Depletion **(Do not deduct oil and gas depletion.)**	15	
	16	Advertising	16	1,724
	17	Pension, profit-sharing, etc., plans	17	
	18	Employee benefit programs	18	
	19	Other deductions (attach statement) See Stmt 2	19	161,191
	20	**Total deductions.** Add lines 7 through 19 ▶	20	733,031
	21	**Ordinary business income (loss).** Subtract line 20 from line 6	21	72,024
Tax and Payments	22a	Excess net passive income or LIFO recapture tax (see instructions) 22a		
	b	Tax from Schedule D (Form 1120S) 22b		
	c	Add lines 22a and 22b (see instructions for additional taxes)	22c	
	23a	2007 estimated tax payments and 2006 overpayment credited to 2007 23a		
	b	Tax deposited with Form 7004 23b		
	c	Credit for federal tax paid on fuels (attach Form 4136) 23c		
	d	Add lines 23a through 23c	23d	
	24	Estimated tax penalty (see instructions). Check if Form 2220 is attached ▶ ☐	24	
	25	**Amount owed.** If line 23d is smaller than the total of lines 22c and 24, enter amount owed	25	
	26	**Overpayment.** If line 23d is larger than the total of lines 22c and 24, enter amount overpaid	26	
	27	Enter amount from line 26 **Credited to 2008 estimated tax** ▶ **Refunded** ▶	27	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ Yes ☐ No

▶ Signature of officer J. CRAIG DUNLAP Date ▶ Title PRESIDENT

Paid Preparer's Use Only

Preparer's signature ▶ DEREK J. BLAKESLEE	Date 9/04/08	Check if self-employed ☐	Preparer's SSN or PTIN P00047299
Firm's name (or yours if self-employed), address, and ZIP code ▶ SINES GIRVIN BLAKESLEE & CAMPBELL CPA PA 800 S. DILLARD ST WINTER GARDEN, FL 34787			EIN 59-1567188 Phone no. 407-656-6611

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Form **1120S** (2007)

DAA

Schedule A Cost of Goods Sold (see instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement)	5	
6	**Total.** Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and on page 1, line 2	8	

9a Check all methods used for valuing closing inventory: (i) ☐ Cost as described in Regulations section 1.471-3
(ii) ☐ Lower of cost or market as described in Regulations section 1.471-4
(iii) ☐ Other (Specify method used and attach explanation.) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c) ▶ ☐

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ ☐

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO | 9d |

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? ☐ Yes ☐ No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? ☐ Yes ☐ No
If "Yes," attach explanation.

Schedule B Other Information (see instructions)

		Yes	No
1	Check accounting method: a [X] Cash b ☐ Accrual c ☐ Other (specify) ▶		
2	See the instructions and enter the: a Business activity ▶ PLACEMENT b Product or service ▶ BOND ISSUES		
3	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: **(a)** name and employer identification number (EIN), **(b)** percentage owned, and **(c)** if 100% owned, was a QSub election made?		X
4	Has this corporation filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?		X
5	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ ☐ If checked, the corporation may have to file **Form 8281,** Information Return for Publicly Offered Original Issue Discount Instruments.		
6	If the corporation: **(a)** was a C corporation before it elected to be an S corporation **or** the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation **and (b)** has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years ▶ $		
7	Enter the accumulated earnings and profits of the corporation at the end of the tax year. $		
8	Are the corporation's total receipts (see instructions) for the tax year **and** its total assets at the end of the tax year less than $250,000? If "Yes," the corporation is not required to complete Schedules L and M-1.		X

Schedule K Shareholders' Pro Rata Share Items

				Total amount
Income (Loss)	1 Ordinary business income (loss) (page 1, line 21)		1	72,024
	2 Net rental real estate income (loss) (attach Form 8825)		2	
	3a Other gross rental income (loss)			
	b Expenses from other rental activities (attach statement)	3a		
	c Other net rental income (loss). Subtract line 3b from line 3a	3b	3c	
	4 Interest income		4	
	5 Dividends: a Ordinary dividends		5a	
	b Qualified dividends	5b		
	6 Royalties		6	
	7 Net short-term capital gain (loss) (attach Schedule D (Form 1120S))		7	
	8a Net long-term capital gain (loss) (attach Schedule D (Form 1120S))		8a	
	b Collectibles (28%) gain (loss)	8b		
	c Unrecaptured section 1250 gain (attach statement)	8c		
	9 Net section 1231 gain (loss) (attach Form 4797)		9	
	10 Other income (loss) (see instructions) Type ▶		10	

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	Shareholders' Pro Rata Share Items (continued)		Total amount
Deductions	11 Section 179 deduction (attach Form 4562)	11	
	12a Contributions Stmt 3	12a	7,190
	b Investment interest expense	12b	
	c Section 59(e)(2) expenditures (1) Type ▶ (2) Amount ▶	12c(2)	
	d Other deductions (see instructions) Type ▶ See Stmt 4	12d	31,413
Credits	13a Low-income housing credit (section 42(j)(5))	13a	
	b Low-income housing credit (other)	13b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13c	
	d Other rental real estate credits (see instructions) Type ▶	13d	
	e Other rental credits (see instructions) Type ▶	13e	
	f Credit for alcohol used as fuel (attach Form 6478)	13f	
	g Other credits (see instructions) Type ▶	13g	
Foreign Transactions	14a Name of country or U.S. possession ▶		
	b Gross income from all sources	14b	
	c Gross income sourced at shareholder level	14c	
	Foreign gross income sourced at corporate level		
	d Passive category	14d	
	e General category	14e	
	f Other (attach statement)	14f	
	Deductions allocated and apportioned at shareholder level		
	g Interest expense	14g	
	h Other	14h	
	Deductions allocated and apportioned at corporate level to foreign source income		
	i Passive category	14i	
	j General category	14j	
	k Other (attach statement)	14k	
	Other information		
	l Total foreign taxes (check one): ▶ ☐ Paid ☐ Accrued	14l	
	m Reduction in taxes available for credit (attach statement)	14m	
	n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	15a Post-1986 depreciation adjustment	15a	35
	b Adjusted gain or loss	15b	
	c Depletion (other than oil and gas)	15c	
	d Oil, gas, and geothermal properties-gross income	15d	
	e Oil, gas, and geothermal properties-deductions	15e	
	f Other AMT items (attach statement)	15f	
Items Affecting Shareholder Basis	16a Tax-exempt interest income	16a	
	b Other tax-exempt income	16b	
	c Nondeductible expenses	16c	7,929
	d Property distributions	16d	21,153
	e Repayment of loans from shareholders	16e	
Other Information	17a Investment income	17a	
	b Investment expenses	17b	
	c Dividend distributions paid from accumulated earnings and profits	17c	
	d Other items and amounts (attach statement)		
Recon-cilation	18 **Income/loss reconciliation.** Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l	18	33,421

DAA

Schedule L Balance Sheets per Books

		Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
	Assets				
1	Cash		105,625		119,442
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts	( )		( )	
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)				
6	Other current assets (attach statement)				
7	Loans to shareholders		25,000		15,000
8	Mortgage and real estate loans				
9	Other investments (attach statement)				
10a	Buildings and other depreciable assets	34,719		34,719	
b	Less accumulated depreciation	(33,723)	996	(34,066)	653
11a	Depletable assets				
b	Less accumulated depletion	( )		( )	
12	Land (net of any amortization)				
13a	Intangible assets (amortizable only)				
b	Less accumulated amortization	( )		( )	
14	Other assets (attach statement)				
15	Total assets		131,621		135,095
	Liabilities and Shareholders' Equity				
16	Accounts payable				
17	Mortgages, notes, bonds payable in less than 1 year				
18	Other current liabilities (attach statement)				
19	Loans from shareholders				
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (attach statement)				
22	Capital stock				
23	Additional paid-in capital		100		100
24	Retained earnings				
25	Adjustments to shareholders' equity (attach statement)		131,521		134,995
26	Less cost of treasury stock				
27	Total liabilities and shareholders' equity		131,621		135,095

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: Schedule M-3 required instead of Schedule M-1 if total assets are $10 million or more—see instructions

1	Net income (loss) per books	24,627	5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize): Stmt 5	865	a Tax-exempt interest $	
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize):		6 Deductions included on Schedule K, lines 1 through 12 and 14l, not charged against book income this year (itemize):	
a	Depreciation $		a Depreciation $	
b	Travel and entertainment $ 6,933			
	Stmt 6 996	7,929	7 Add lines 5 and 6	
4	Add lines 1 through 3	33,421	8 Income (loss) (Schedule K, line 18). Line 4 less line 7	33,421

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

		(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1	Balance at beginning of tax year	2,983		
2	Ordinary income from page 1, line 21	72,024		
3	Other additions			
4	Loss from page 1, line 21	( )		
5	Other reductions Stmt 7	(47,397)	( )	
6	Combine lines 1 through 5	27,610		
7	Distributions other than dividend distributions	21,153		
8	Balance at end of tax year. Subtract line 7 from line 6	6,457		

Form **1120S**

Department of the Treasury
Internal Revenue Service

U.S. Income Tax Return for an S Corporation

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
▶ See separate instructions.

OMB No. 1545-0130

2008

For calendar year 2008 or tax year beginning , ending

A S election effective date 1/01/03	Use IRS label. Otherwise, print or type.	Name DUNLAP & ASSOCIATES, INC	D Employer identification number 59-3328233
B Business activity code number (see instructions) 523110		Number, street, and room or suite no. If a P.O. box, see instructions. 1146 KEYES AVE	E Date incorporated 6/07/1995
C Check if Sch. M-3 attached ☐		City or town, state, and ZIP code WINTER PARK FL 32789	F Total assets (see instructions) $ 129,054

G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No If "Yes," attach Form 2553 if not already filed

H Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change
(4) ☐ Amended return (5) ☐ S election termination or revocation

I Enter the number of shareholders who were shareholders during any part of the tax year ▶ 1

Caution. Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1a	Gross receipts or sales 1,380,232 b Less returns and allowances c Bal ▶	1c	1,380,232
	2	Cost of goods sold (Schedule A, line 8)	2	
	3	Gross profit. Subtract line 2 from line 1c	3	1,380,232
	4	Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)	4	
	5	Other income (loss) (see instructions—attach statement) See Stmt 1	5	885
	6	**Total income (loss).** Add lines 3 through 5 ▶	6	1,381,117
Deductions (see instructions for limitations)	7	Compensation of officers	7	377,000
	8	Salaries and wages (less employment credits)	8	167,800
	9	Repairs and maintenance	9	962
	10	Bad debts	10	
	11	Rents	11	72,000
	12	Taxes and licenses	12	47,256
	13	Interest	13	
	14	Depreciation not claimed on Schedule A or elsewhere on return (attach Form 4562)	14	221
	15	Depletion **(Do not deduct oil and gas depletion.)**	15	
	16	Advertising	16	1,516
	17	Pension, profit-sharing, etc., plans	17	108,125
	18	Employee benefit programs	18	
	19	Other deductions (attach statement) See Stmt 2	19	213,762
	20	**Total deductions.** Add lines 7 through 19 ▶	20	988,642
	21	**Ordinary business income (loss).** Subtract line 20 from line 6	21	392,475
Tax and Payments	22a	Excess net passive income or LIFO recapture tax (see instructions) 22a		
	b	Tax from Schedule D (Form 1120S) 22b		
	c	Add lines 22a and 22b (see instructions for additional taxes)	22c	
	23a	2008 estimated tax payments and 2007 overpayment credited to 2008 23a		
	b	Tax deposited with Form 7004 23b		
	c	Credit for federal tax paid on fuels (attach Form 4136) 23c		
	d	Add lines 23a through 23c	23d	
	24	Estimated tax penalty (see instructions). Check if Form 2220 is attached ▶ ☐	24	
	25	**Amount owed.** If line 23d is smaller than the total of lines 22c and 24, enter amount owed	25	
	26	**Overpayment.** If line 23d is larger than the total of lines 22c and 24, enter amount overpaid	26	
	27	Enter amount from line 26 **Credited to 2009 estimated tax** ▶ **Refunded** ▶	27	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ Yes ☐ No

Signature of officer J. CRAIG DUNLAP Date ▶ PRESIDENT Title

Paid Preparer's Use Only

Preparer's signature ▶ DEREK J. BLAKESLEE	Date 9/10/09	Check if self-employed ☐	Preparer's SSN or PTIN P00047299
Firm's name (or yours if self-employed), address, and ZIP code ▶ SINES GIRVIN BLAKESLEE & CAMPBELL CPA PA 800 S. DILLARD ST WINTER GARDEN, FL 34787			EIN 59-1567188 Phone no. 407-656-6611

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Form **1120S** (2008)

DAA

Schedule A Cost of Goods Sold (see instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement)	5	
6	**Total.** Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and on page 1, line 2	8	

9a Check all methods used for valuing closing inventory: (i) ☐ Cost as described in Regulations section 1.471-3
(ii) ☐ Lower of cost or market as described in Regulations section 1.471-4
(iii) ☐ Other (Specify method used and attach explanation.) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c) ▶ ☐

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ ☐

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO | 9d |

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? ☐ Yes ☐ No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? ☐ Yes ☐ No
If "Yes," attach explanation.

Schedule B Other Information (see instructions)

		Yes	No
1	Check accounting method: a [X] Cash b ☐ Accrual c ☐ Other (specify) ▶		
2	See the instructions and enter the: a Business activity ▶ PLACEMENT b Product or service ▶ BOND ISSUES		
3	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: **(a)** name and employer identification number (EIN), **(b)** percentage owned, and **(c)** if 100% owned, was a QSub election made?		X
4	Has this corporation filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?		X
5	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ ☐ If checked, the corporation may have to file **Form 8281,** Information Return for Publicly Offered Original Issue Discount Instruments.		
6	If the corporation: **(a)** was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation **and (b)** has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years ▶ $		
7	Enter the accumulated earnings and profits of the corporation at the end of the tax year. $		
8	Are the corporation's total receipts (see instructions) for the tax year and its total assets at the end of the tax year less than $250,000? If "Yes," the corporation is not required to complete Schedules L and M-1.		X

Schedule K Shareholders' Pro Rata Share Items

				Total amount
Income (Loss)	1 Ordinary business income (loss) (page 1, line 21)		1	392,475
	2 Net rental real estate income (loss) (attach Form 8825)		2	
	3a Other gross rental income (loss)	3a		
	b Expenses from other rental activities (attach statement)	3b		
	c Other net rental income (loss). Subtract line 3b from line 3a		3c	
	4 Interest income		4	
	5 Dividends: a Ordinary dividends		5a	
	b Qualified dividends	5b		
	6 Royalties		6	
	7 Net short-term capital gain (loss) (attach Schedule D (Form 1120S))		7	
	8a Net long-term capital gain (loss) (attach Schedule D (Form 1120S))		8a	
	b Collectibles (28%) gain (loss)	8b		
	c Unrecaptured section 1250 gain (attach statement)	8c		
	9 Net section 1231 gain (loss) (attach Form 4797)		9	
	10 Other income (loss) (see instructions) Type ▶		10	

	Shareholders' Pro Rata Share Items (continued)		Total amount
Deductions	11 Section 179 deduction (attach Form 4562)	11	1,410
	12a Contributions Stmt 3	12a	5,950
	b Investment interest expense	12b	
	c Section 59(e)(2) expenditures (1) Type ▶ (2) Amount ▶	12c(2)	
	d Other deductions (see instructions) Type ▶	12d	
Credits	13a Low-income housing credit (section 42(j)(5))	13a	
	b Low-income housing credit (other)	13b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13c	
	d Other rental real estate credits (see instructions) Type ▶	13d	
	e Other rental credits (see instructions) Type ▶	13e	
	f Alcohol and cellulosic biofuel fuels credit (attach Form 6478)	13f	
	g Other credits (see instructions) Type ▶	13g	
Foreign Transactions	14a Name of country or U.S. possession ▶		
	b Gross income from all sources	14b	
	c Gross income sourced at shareholder level	14c	
	Foreign gross income sourced at corporate level		
	d Passive category	14d	
	e General category	14e	
	f Other (attach statement)	14f	
	Deductions allocated and apportioned at shareholder level		
	g Interest expense	14g	
	h Other	14h	
	Deductions allocated and apportioned at corporate level to foreign source income		
	i Passive category	14i	
	j General category	14j	
	k Other (attach statement)	14k	
	Other information		
	l Total foreign taxes (check one): ▶ ☐ Paid ☐ Accrued	14l	
	m Reduction in taxes available for credit (attach statement)	14m	
	n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	15a Post-1986 depreciation adjustment	15a	-53
	b Adjusted gain or loss	15b	
	c Depletion (other than oil and gas)	15c	
	d Oil, gas, and geothermal properties-gross income	15d	
	e Oil, gas, and geothermal properties-deductions	15e	
	f Other AMT items (attach statement)	15f	
Items Affecting Shareholder Basis	16a Tax-exempt interest income	16a	
	b Other tax-exempt income	16b	
	c Nondeductible expenses	16c	7,926
	d Property distributions	16d	298,970
	e Repayment of loans from shareholders	16e	
Other Information	17a Investment income	17a	
	b Investment expenses	17b	
	c Dividend distributions paid from accumulated earnings and profits	17c	
	d Other items and amounts (attach statement)		
Recon-cilation	18 **Income/loss reconciliation.** Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l	18	385,115

DAA

Schedule L Balance Sheets per Books

	Assets	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
1	Cash		119,442		111,748
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts	(		(	
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)				
6	Other current assets (attach statement) Stmt 4				16,875
7	Loans to shareholders		25,000		
8	Mortgage and real estate loans				
9	Other investments (attach statement)				
10a	Buildings and other depreciable assets	34,719		36,128	
b	Less accumulated depreciation	(34,066	653	(35,697	431
11a	Depletable assets				
b	Less accumulated depletion	(		(	
12	Land (net of any amortization)				
13a	Intangible assets (amortizable only)				
b	Less accumulated amortization	(		(	
14	Other assets (attach statement)				
15	Total assets		145,095		129,054
	Liabilities and Shareholders' Equity				
16	Accounts payable				
17	Mortgages, notes, bonds payable in less than 1 year				
18	Other current liabilities (attach statement) Stmt 5		93,375		
19	Loans from shareholders				
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (attach statement)				
22	Capital stock		100		100
23	Additional paid-in capital				
24	Retained earnings		51,620		128,954
25	Adjustments to shareholders' equity (attach statement)				
26	Less cost of treasury stock		(		(
27	Total liabilities and shareholders' equity		145,095		129,054

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: Schedule M-3 required instead of Schedule M-1 if total assets are $10 million or more—see instructions

1	Net income (loss) per books	376,304	5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize): Stmt 6	885	a Tax-exempt interest $	
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize):		6 Deductions included on Schedule K, lines 1 through 12 and 14l, not charged against book income this year (itemize):	
a	Depreciation $		a Depreciation $	
b	Travel and entertainment $ 5,941			
	Stmt 7 1,985	7,926	7 Add lines 5 and 6	
4	Add lines 1 through 3	385,115	8 Income (loss) (Schedule K, line 18). Line 4 less line 7	385,115

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

		(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1	Balance at beginning of tax year	-66,918		
2	Ordinary income from page 1, line 21	392,475		
3	Other additions			
4	Loss from page 1, line 21	(		
5	Other reductions Stmt 8	(14,186	(1,985	
6	Combine lines 1 through 5	311,371	-1,985	
7	Distributions other than dividend distributions	298,970		
8	Balance at end of tax year. Subtract line 7 from line 6	12,401	-1,985	

DAA

Form **1120S**

Department of the Treasury
Internal Revenue Service

U.S. Income Tax Return for an S Corporation

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
▶ See separate instructions.

OMB No. 1545-0130

2009

For calendar year 2009 or tax year beginning , ending

A S election effective date 01/01/03	Use IRS label. Otherwise, print or type.	Name DUNLAP & ASSOCIATES, INC	D Employer identification number 59-3328233
B Business activity code number (see instructions) 523110		Number, street, and room or suite no. If a P.O. box, see instructions. 1146 KEYES AVE	E Date incorporated 06/07/1995
C Check if Sch. M-3 attached ☐		City or town, state, and ZIP code WINTER PARK FL 32789	F Total assets (see instructions) $ 463,375

G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No If "Yes," attach Form 2553 if not already filed

H Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change
(4) ☐ Amended return (5) ☐ S election termination or revocation

I Enter the number of shareholders who were shareholders during any part of the tax year ▶ 1

Caution. Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1a Gross receipts or sales 1,736,514	b Less returns and allowances	c Bal ▶	1c 1,736,514
	2 Cost of goods sold (Schedule A, line 8)			2
	3 Gross profit. Subtract line 2 from line 1c			3 1,736,514
	4 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)			4
	5 Other income (loss) (see instructions—attach statement)			5
	6 **Total income (loss).** Add lines 3 through 5 ▶			6 1,736,514
Deductions (see instructions for limitations)	7 Compensation of officers			7 498,000
	8 Salaries and wages (less employment credits)			8 179,578
	9 Repairs and maintenance			9 15,115
	10 Bad debts			10
	11 Rents			11 78,000
	12 Taxes and licenses			12 54,648
	13 Interest			13
	14 Depreciation not claimed on Schedule A or elsewhere on return (attach Form 4562)			14 22,113
	15 Depletion (**Do not deduct oil and gas depletion.**)			15
	16 Advertising			16 2,795
	17 Pension, profit-sharing, etc., plans			17 120,375
	18 Employee benefit programs			18
	19 Other deductions (attach statement) See Stmt 1			19 244,830
	20 **Total deductions.** Add lines 7 through 19 ▶			20 1,215,454
	21 **Ordinary business income (loss).** Subtract line 20 from line 6			21 521,060
Tax and Payments	22a Excess net passive income or LIFO recapture tax (see instructions)	22a		
	b Tax from Schedule D (Form 1120S)	22b		
	c Add lines 22a and 22b (see instructions for additional taxes)			22c
	23a 2009 estimated tax payments and 2008 overpayment credited to 2009	23a		
	b Tax deposited with Form 7004	23b		
	c Credit for federal tax paid on fuels (attach Form 4136)	23c		
	d Add lines 23a through 23c			23d
	24 Estimated tax penalty (see instructions). Check if Form 2220 is attached ▶ ☐			24
	25 **Amount owed.** If line 23d is smaller than the total of lines 22c and 24, enter amount owed			25
	26 **Overpayment.** If line 23d is larger than the total of lines 22c and 24, enter amount overpaid			26
	27 Enter amount from line 26 **Credited to 2010 estimated tax** ▶		**Refunded** ▶	27

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ Yes ☐ No

▶ Signature of officer J. CRAIG DUNLAP Date ▶ Title PRESIDENT

Paid Preparer's Use Only

Preparer's signature ▶ DEREK J. BLAKESLEE	Date 09/15/10	Check if self-employed ☐	Preparer's SSN or PTIN P00047299
Firm's name (or yours if self-employed), address, and ZIP code ▶ SINES BLAKESLEE MADYDA CPA PA 800 S. DILLARD ST WINTER GARDEN, FL 34787			EIN 59-1567188 Phone no. 407-656-6611

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

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Schedule A Cost of Goods Sold (see instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement)	5	
6	**Total.** Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and on page 1, line 2	8	

9a Check all methods used for valuing closing inventory: (i) ☐ Cost as described in Regulations section 1.471-3
(ii) ☐ Lower of cost or market as described in Regulations section 1.471-4
(iii) ☐ Other (Specify method used and attach explanation.) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c) ▶ ☐

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ ☐

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO 9d

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? ☐ Yes ☐ No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? ☐ Yes ☐ No
If "Yes," attach explanation.

Schedule B Other Information (see instructions)

		Yes	No
1	Check accounting method: a [X] Cash b ☐ Accrual c ☐ Other (specify) ▶		
2	See the instructions and enter the: a Business activity ▶ PLACEMENT b Product or service ▶ BOND ISSUES		
3	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: (a) name and employer identification number (EIN), (b) percentage owned, and (c) if 100% owned, was a QSub election made?		X
4	Has this corporation filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?		X
5	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ ☐ If checked, the corporation may have to file **Form 8281**, Information Return for Publicly Offered Original Issue Discount Instruments.		
6	If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years ▶ $		
7	Enter the accumulated earnings and profits of the corporation at the end of the tax year. $		
8	Are the corporation's total receipts (see instructions) for the tax year and its total assets at the end of the tax year less than $250,000? If "Yes," the corporation is not required to complete Schedules L and M-1.		X

Schedule K Shareholders' Pro Rata Share Items

				Total amount
Income (Loss)	1	Ordinary business income (loss) (page 1, line 21)	1	521,060
	2	Net rental real estate income (loss) (attach Form 8825)	2	
	3a	Other gross rental income (loss) 3a		
	b	Expenses from other rental activities (attach statement) 3b		
	c	Other net rental income (loss). Subtract line 3b from line 3a	3c	
	4	Interest income	4	
	5	Dividends: a Ordinary dividends	5a	
		b Qualified dividends 5b		
	6	Royalties	6	
	7	Net short-term capital gain (loss) (attach Schedule D (Form 1120S))	7	
	8a	Net long-term capital gain (loss) (attach Schedule D (Form 1120S))	8a	
	b	Collectibles (28%) gain (loss) 8b		
	c	Unrecaptured section 1250 gain (attach statement) 8c		
	9	Net section 1231 gain (loss) (attach Form 4797)	9	
	10	Other income (loss) (see instructions) Type ▶	10	

	Shareholders' Pro Rata Share Items (continued)		Total amount
Deductions	11 Section 179 deduction (attach Form 4562)	11	3,160
	12a Contributions See Stmt 2	12a	5,700
	b Investment interest expense	12b	
	c Section 59(e)(2) expenditures (1) Type ▶ (2) Amount ▶	12c(2)	
	d Other deductions (see instructions) Type ▶	12d	
Credits	13a Low-income housing credit (section 42(j)(5))	13a	
	b Low-income housing credit (other)	13b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13c	
	d Other rental real estate credits (see instructions) Type ▶	13d	
	e Other rental credits (see instructions) Type ▶	13e	
	f Alcohol and cellulosic biofuel fuels credit (attach Form 6478)	13f	
	g Other credits (see instructions) Type ▶	13g	
Foreign Transactions	14a Name of country or U.S. possession ▶		
	b Gross income from all sources	14b	
	c Gross income sourced at shareholder level	14c	
	Foreign gross income sourced at corporate level		
	d Passive category	14d	
	e General category	14e	
	f Other (attach statement)	14f	
	Deductions allocated and apportioned at shareholder level		
	g Interest expense	14g	
	h Other	14h	
	Deductions allocated and apportioned at corporate level to foreign source income		
	i Passive category	14i	
	j General category	14j	
	k Other (attach statement)	14k	
	Other information		
	l Total foreign taxes (check one): ▶ ☐ Paid ☐ Accrued	14l	
	m Reduction in taxes available for credit (attach statement)	14m	
	n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	15a Post-1986 depreciation adjustment	15a	-80
	b Adjusted gain or loss	15b	
	c Depletion (other than oil and gas)	15c	
	d Oil, gas, and geothermal properties—gross income	15d	
	e Oil, gas, and geothermal properties—deductions	15e	
	f Other AMT items (attach statement)	15f	
Items Affecting Shareholder Basis	16a Tax-exempt interest income	16a	
	b Other tax-exempt income	16b	
	c Nondeductible expenses	16c	7,642
	d Property distributions	16d	255,022
	e Repayment of loans from shareholders	16e	
Other Information	17a Investment income	17a	
	b Investment expenses	17b	
	c Dividend distributions paid from accumulated earnings and profits	17c	
	d Other items and amounts (attach statement)		
Recon-ciliation	18 **Income/loss reconciliation.** Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l	18	512,200

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Schedule L Balance Sheets per Books

	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
Assets				
1 Cash		111,748		320,457
2a Trade notes and accounts receivable				
b Less allowance for bad debts	( )		( )	
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities (see instructions)				
6 Other current assets (attach statement) Stmt 3		16,875		
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (attach statement)				
10a Buildings and other depreciable assets	36,128		203,888	
b Less accumulated depreciation	(35,697)	431	(60,970)	142,918
11a Depletable assets				
b Less accumulated depletion	( )		( )	
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)				
b Less accumulated amortization	( )		( )	
14 Other assets (attach statement)				
15 Total assets		129,054		463,375
Liabilities and Shareholders' Equity				
16 Accounts payable				
17 Mortgages, notes, bonds payable in less than 1 year				
18 Other current liabilities (attach statement) Stmt 4				19,198
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (attach statement)				65,587
22 Capital stock		100		100
23 Additional paid-in capital				
24 Retained earnings		128,954		378,490
25 Adjustments to shareholders' equity (attach statement)				
26 Less cost of treasury stock		( )		( )
27 Total liabilities and shareholders' equity		129,054		463,375

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: Schedule M-3 required instead of Schedule M-1 if total assets are $10 million or more—see instructions

1 Net income (loss) per books	504,558	5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize): a Tax-exempt interest $	
2 Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):		6 Deductions included on Schedule K, lines 1 through 12 and 14l, not charged against book income this year (itemize): a Depreciation $	
3 Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize): a Depreciation $ b Travel and entertainment $ 5,120; Stmt 5 2,522	7,642	7 Add lines 5 and 6	
4 Add lines 1 through 3	512,200	8 Income (loss) (Schedule K, line 18). Line 4 less line 7	512,200

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1 Balance at beginning of tax year	10,416	0	
2 Ordinary income from page 1, line 21	521,060		
3 Other additions			
4 Loss from page 1, line 21	( )		
5 Other reductions Stmt 6	(16,502)		
6 Combine lines 1 through 5	514,974		
7 Distributions other than dividend distributions	255,022		
8 Balance at end of tax year. Subtract line 7 from line 6	259,952		

DAA

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February 27, 2012

Sylvia Edwards
Finance Director
City of Sanibel
800 Dunlop Road
Sanibel, Florida 33957

Re: City of Sanibel, Florida General Obligation Refunding Bonds, Series 2012

Dear Ms. Edwards:

Thank you for the opportunity to again represent the City of Sanibel on the issuance of the referenced Bonds.

As we have discussed, our current contract with the City provides for a minimum bond counsel fee of $22,500 in connection with the issuance of any debt by the City. At your request, we have agreed to reduce such fee to $18,000. Our expenses will be actual but should not exceed $3,000. Such fee reduction is made in light of the current economic downturn. Our scope of services will include all of the services customary in a transaction of this type which are listed in the existing bond counsel contract with the City.

Please let me know if you have any questions. Again, we appreciate the opportunity to represent the City and look forward to a very successful financing.

Sincerely,

George A. Smith

07/08-123

AGREEMENT FOR BOND COUNSEL SERVICES

BRYANT MILLER OLIVE P.A., a professional association organized under the laws of the State of Florida, with offices in Tampa, Tallahassee, Orlando, Jacksonville, Miami, St. Petersburg, Atlanta, Georgia and Washington D.C. (the "Firm"), agrees to serve as Bond Counsel to the CITY OF SANIBEL, FLORIDA, a municipal corporation organized under the laws of the State of Florida together with any other entities created, in whole or in part, by the City of Sanibel, Florida (collectively, the "City").

A. The Firm as Bond Counsel will, when requested by the City, perform the following services with respect to the issuance of bonds and notes (including conduit bonds or notes where the City serves as the conduit issuer), and matters relating thereto:

1. Review of proposed financing programs as to legal feasibility, compliance with applicable law and pending or proposed revisions to the law, including United States Treasury regulations.

2. Advice as to structuring procedures, required approvals and filings, schedule of events for timely debt issuance, and other legal matters relative to such debt.

3. Attend meetings with City staff, City Attorney and officials, the City's financial advisor, the City's engineers, the underwriters and others as appropriate for development of the debt materials or dissemination of information in connection therewith.

4. Prepare ordinances or resolutions and any amendments thereto in order to authorize the debt.

5. Prepare or review the trust indentures, loan agreements, escrow agreements, and any other agreements or similar documents necessary, related or incidental to any financing.

6. Prepare all validation pleadings including complaint, notice of service, proposed answer, memorandum of law, and proposed order and to be in attendance to assist with validation proceedings.

7. If sale is by competitive bid, assist in preparation of the bid comments, notice of sale, evaluation of bids and any other documentation or action necessary to conduct a sale of the bonds in that manner.

8. Review the transcripts of all proceedings in connection with the foregoing and indicate any necessary corrective action.

9. Prepare, obtain, deliver and file all closing papers necessary in connection with any debt, including, but not limited to, certified copies of all minutes, ordinances, resolutions and orders; certificates such as officers, seal, incumbency, signature, no prior pledge; and

verifications, consents and opinions from accountants, engineers, special consultants and attorneys.

10. Review all disclosure documents prepared and authorized by the City, but only insofar as such documents describe the bonds and summarize the underlying documents. However, we assume no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistics, projections or data. Furthermore, we assume no responsibility for ensuring qualification of the bonds for sale under the "blue-sky" laws of any jurisdiction.

11. Render an opinion in written form at the time such transactions are closed as bond counsel to the City.

B. The Firm's duties as Bond Counsel hereunder are limited to those expressly set forth herein and, unless requested, do not include the following:

1. Bond validation proceedings and post-closing reinvestment of bond proceeds.

2. Preparation of blue sky or investment surveys with respect to the bonds, notes or other obligations.

3. Investigation or expression of any view as to the creditworthiness of the City, 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).

4. Representation of the City in post-closing regulatory investigation or matters.

5. Bankruptcy matters.

C. For the service described above, the City agrees that the Firm shall be compensated for Bond Counsel services, at the time the bonds or notes are issued, at a contingent fee equal to the greater of either $2.00 per $1,000 of the bonds or notes issued, or $22,500; such fee is completely contingent on the issuance of the bonds or notes.

D. The Firm shall also be available to assist the City for hourly rate services unrelated to the specific issuance of a new debt or the provision of other extraordinary legal service identified and agreed by the City and the Firm; such services shall be performed at a rate of $225 per hour upon the request of the City. Invoices to the City for hourly legal services unrelated to specific issuance of a new debt shall be itemized and shall set forth the attorney or paralegal, subject of the charge, the time applicable to the charge and the rate per hour. Upon mutual agreement, the City and the Firm may alternatively agree to a negotiated fee structure for services unrelated to the specific issuance of a new debt.

E. It is understood and agreed by the parties that the City will reimburse the Firm for reasonable out-of-pocket expenses, as permitted by law, whether or not bonds or debt is ultimately issued.

F. This Agreement will be effective for a term of five years from its date of execution, and upon all payments having been made hereunder; unless sooner terminated by either the City or the Firm.

G. The City may cancel or terminate this Agreement upon sixty days advance written notice to the Firm. In the event of cancellation, the Firm shall, unless otherwise requested by the City, immediately cease work hereunder and shall be reimbursed for eligible and documented reimbursable expenses incurred prior to the date of cancellation.

H. The rules regulating The Florida Bar provide that common representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them. The Firm has disclosed to the City that it has, and may in the future, serve as bond or disclosure counsel to other local governments or otherwise act as underwriter's counsel on public finance matters in Florida. From time to time, the Firm may represent the firms which may underwrite the City's bonds, notes or other obligations (and other financial institutions hired by the City) on financings for other governmental entities in Florida on unrelated matters. In either case, such representations are standard and customary within the industry and the Firm can effectively represent the City and the discharge of the Firm's professional responsibilities to the City will not be prejudiced as a result, either because such engagements will be sufficiently different or because the potential for such prejudice 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 City expressly consents to such other representations consistent with the circumstances herein described. The City acknowledges and agrees that the Firm's role as bond counsel, disclosure counsel, or counsel to any local governmental entity or financial institution or in conjunction with public finance transactions is not likely to create or cause any actual conflict, and service as disclosure, bond, or counsel to other clients of the Firm will not per se be construed as a conflict or be objectionable to the City.

I. Upon the closing of a bond transaction, without notice, it will be presumed that the Firm's services on that transaction shall be complete, and the Firm will not be actively providing any services under Section A of this Agreement, until requested again by the Finance Director or the City Attorney.

J. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement may be amended only by a writing duly entered into by the City and the Firm.

DATED this 15th day of July 2008.

CITY OF SANIBEL, FLORIDA

(SEAL)

By: _____
Mayor

{25091/002/00230248.DOCv2}

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

FINANCIAL SUFFICIENCY APPROVED
7/9/08
Renee M. Lynch, FINANCE DIRECTOR

BRYANT MILLER OLIVE P.A.

Authorized Signatory

{25091/002/00230248.DOCv2}