

July 14, 2014

James L. Bennett, Esq.
County Attorney
Pinellas County Attorney's Office
315 Court Street, 6th Floor
Clearwater, FL 33756

Dear Mr. Bennett:

I am writing in order to update my correspondence of May 14, 2014, to address our representation of Pinellas County as its bond counsel. I would like to advise you that the financing by the Pinellas County Industrial Development Authority on behalf of Hydro-Dyne has concluded and the Bonds were issued on June 27, 2014. This letter is also written to you to discuss the applicability of and our obligation to consult with you regarding Rule 4-1.7 and Rule 4-1.11(b) of the rules regulating The Florida Bar as well as the County's "Policy on Legal Representation of Multiple Clients" (the "Pinellas Conflicts Policy").

With the update above, the background for this letter is essentially the same and is as follows:

The Board of County Commissioners of Pinellas County sits as the Board of the Pinellas County Emergency Medical Services Authority, which was created by the Legislature pursuant to Chapter 80-585, Laws of Florida. As was addressed in our letter dated November 16, 2012, the firm acts as counsel to the City of Largo, and the City of Safety Harbor, among other cities. On April 15th the City of Largo adopted a Resolution stating its intent to initiate conflict resolution proceedings under Chapter 164 with the Pinellas County Emergency Medical Services Authority (the "EMS Authority") regarding the "Advance Life Support Agreement" between the City of Largo and the EMS Authority (the "164 Proceeding"). Currently there continues to be a dispute. I have spoken to Mary Hale, in-house counsel of the City of Largo. She advises that the City of Largo desires to have our firm through attorney Alan Zimmet, represent the City in this matter, and that the City plans to express this desire in a letter from the Mayor.

The EMS Authority and Pinellas County are separate legal discrete units of government. Therefore for purposes of the Florida Bar rules, the representation by the firm of Largo and Safety Harbor (in the Advance Life Support matter) and of Pinellas County as bond counsel may not directly technically create a conflict of interest.

Realistically, however, an inherent adversity exists in that the exact same individuals comprise both the EMS Authority and the Board of County Commissioners of Pinellas County. Therefore although technically the affected clients are different, the propriety of undertaking both engagements merits a full discussion and the utmost transparency, and a measured consideration of whether a waiver is appropriate. We have discussed with you and Don Crowell the sensitive nature of the situation and the need for ongoing informative and full discussions and have monitored the status with you since our May 14th correspondence.

We are not seeking a waiver concerning a representation of the City of St. Pete Beach. We have directed that City to obtain conflict counsel should they desire legal representation on the EMS Authority matter. The City of St. Pete Beach has issued a request for proposals for their city attorney position recently and they are in a transitional state with an interim city manager.

Currently the firm does not have any open files whereby we have bond counsel representations directly on behalf of Pinellas County. We do have matters of an ongoing nature with the Pinellas County Housing Finance Authority (the "Housing Finance Authority"). The Housing Finance Authority has a separate board from the Pinellas County Board of County Commissioners and has in the past selected and used the firm under its own procurement process. Therefore the focus of this correspondence is on the Bond Counsel contract we have to provide legal services to support the issuance of bonds by Pinellas County.

Rule 4-1.7 of the Florida Bar prohibits a lawyer from representing a client if the lawyer's exercise of independent professional judgment in the representation of that client may be materially limited by the lawyer's responsibilities to another client or to a third person or by the lawyer's own interest. Rule 4-1.7 further directs that a lawyer shall not represent a client if the representation of that client will be directly adverse to the interests of another client. This is the case unless: (i) the lawyer reasonably believes the representation will not adversely affect the lawyer's responsibilities to and relationship with the other client, and (ii) each client consents after consultation. In the instant case, we do not believe that BMO's ongoing representation of other local government clients in the EMS Advance Life Support matter and BMO's representation of Pinellas County or its dependent special districts in providing Bond Counsel

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Services will be materially limited by our responsibilities to the other, nor would the representation be limited by BMO's own interests.

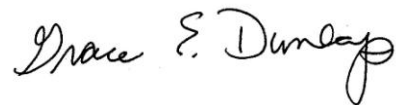
Rule 4-1.11 states that a lawyer who has formerly served as a government employee and participated substantially in a matter, can not represent a client in connection with that matter without informed consent from the governmental entity. If the former government lawyer is disqualified, no other lawyer in a firm may undertake a representation unless the former government lawyer is timely "screened" and certain arrangements are undertaken. Due to Susan Churuti's former role as county attorney, we also represent you that we will comply with rule 4-1.11(b), should the County agreed to waive the conflict described in this letter. There would be no anticipation of involvement nor request to involve Ms. Churuti in the representation.

In summary we are requesting that you and the Board review the foregoing matters at an upcoming meeting in order to consider providing a waiver and consent to the firm's representation on the EMS Authority matter.

During the pendency of the dispute regarding the Advance Life Support Agreement, should a need for Bond Counsel services for the issuance of debt by Pinellas County arise, we agree and understand the need to discuss the scope of the representation at such time to determine your comfort with whether our firm would be in a position to provide such services.

We appreciate your consideration and very much value the opportunity to provide our services as the County's bond counsel. Thank you for considering this request.

Sincerely,

A handwritten signature in black ink that reads "Grace E. Dunlap". The signature is written in a cursive, flowing style.

Grace E. Dunlap, Managing Shareholder
Bryant Miller Olive P.A.

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PINELLAS COUNTY, FLORIDA:

For the purposes of Rule 4-1.7 of the Rules regulating The Florida Bar and Section I.C. of the Pinellas County Policy on Legal Representation of Multiple Clients, the undersigned on behalf of Pinellas County, Florida consents to the provision by Bryant Miller Olive P.A. of the services outlined herein.

Name: James L. Bennett

Title: County Attorney

Date: _____, 2014