



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: 1/2/2018

or Procurement Director Award

* = Mandatory, information must be provided

***Contractor/Vendor Name/Grantor (DBA):**

Squire Patton Boggs (US) L.L.P.

***Project Title/Description:**

Bond Counsel

***Purpose:**

Contractor will act as the County's bond counsel in connection with the issuance of GO Bonds, HURF Revenue Bonds, COPS, and other debt issuances as necessary.

***Procurement Method:**

Direct Select per Board of Supervisors' policy D29.6.C. Please see attached memo.

***Program Goals/Predicted Outcomes:**

Contractor will provide various types of assistance in connection with County bond issuances, including: allocation and coordination of the responsibilities of the issuance team; Drafting and dissemination of the calendar of activities; advising COUNTY on sizing the timing of each issue; advising COUNTY on restrictions in any bond indentures and the maturity and interest-payment structures; assisting in the preparation, assembling, printing and disseminating the official statement and related documents; assisting in procurement of bond ratings; advertising and dissemination of the Notice of Sale; insuring that all steps are properly followed in the issuance of the bonds; and coordinating the bond closing.

***Public Benefit:**

In order to issue bonds, the County must retain nationally recognized bond counsel to issue a bond opinion; bond counsel also ensures that the County complies with complex state and federal statutes applicable to bond issuances and post-issuance compliance, including federal tax regulations and securities regulations. The assistance of outside counsel is therefore necessary for the County to issue bonds. Because the lawyers at Squire Patton Boggs are very familiar with the County's bond program, as well as other aspects of the County's financial operation, they are able to provide this assistance very efficiently and effectively.

***Metrics Available to Measure Performance:**

Contractor will be paid based on a percentage of each issuance with respect to which they function as bond counsel, and will be paid at hourly rates for supplemental services related to such issuances and to post-issuance compliance.

***Retroactive:**

No.

To: COB - 12-19-17
Ver. - 1
Pgs. - 10 (1)

Contract / Award Information

Document Type: CT Department Code: FN Contract Number (i.e., 15-123): 18*187

Effective Date: 1/2/2018 Termination Date: 1/1/2019 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 150,000.00 Revenue Amount: \$ _____

***Funding Source(s) required:** The source of the funding for the legal services related to issuing debt will be proceeds of the issued debt - either GO bond, HURF bond, or COPS proceeds.

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

***Is the Contract to a vendor or subrecipient?** _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

***Match funding from General Fund?** Yes No If Yes \$ _____ % _____

***Match funding from other sources?** Yes No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____

Contact: Marilee Weston

Department: PCAO Civil Division Telephone: (520) 437-7471

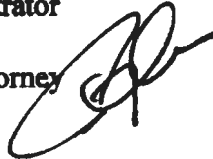
Department Director Signature/Date:  ANDREW FLAGG 12/14/2017

Deputy County Administrator Signature/Date:  12-15-17

County Administrator Signature/Date:  12/15/17
(Required for Board Agenda/Addendum Items)



MEMORANDUM
Pima County Attorney's Office
Civil Division
32 North Stone Ave, Suite 2100
Tucson AZ 85701
Phone 520.724.5700 Fax 520.620.6556

To: C.H. Huckelberry, County Administrator
From: Regina L. Nassen, Civil Deputy Attorney 
Date: 12/8/17
Subject: Request for Approval of Direct Selection of Squire Patton Boggs to provide Legal Services as Bond Counsel

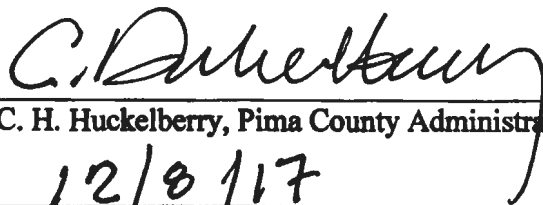
The Civil Division of the Pima County Attorney's Office respectfully requests that you approve the requested Professional Services Contract with Squire Patton Boggs (US) L.L.P. ("SPB") per Board of Supervisors Policy D 29.6.C.

Pima County is in need of a nationally-recognized law firm to provide services as bond counsel. SPB is a nationally-recognized firm, is very familiar with the County's bonding program, and has provided excellent representation in the past.

The contract with SPB will commence on 1/2/2018 and continue until 1/1/2019, with (4) one-year extensions available as needed. The not-to-exceed amount of the contract is \$150,000 per year, the funding of which will be determined based on the type of financing (GO, HURF, COPS).

If the above meets your approval, please sign below:

I hereby approve the Professional Services Contract with Squire Patton Boggs (US) L.L.P.



C. H. Huckelberry, Pima County Administrator

12/8/17
Date

<p>Pima County Department of County Attorney</p> <p>Project: Bond Counsel</p> <p>Contractor: Squire Patton Boggs (US) L.L.P.</p> <p>Amount: \$150,000</p> <p>Funding: TO BE DETERMINED BASED ON THE TYPE OF FINANCING (GO, HURF, COPS)</p>	<table border="1"> <tr> <td data-bbox="954 256 1463 527"> <p align="center">CONTRACT</p> <p>NO. <u>CT-FN-18-187</u></p> <p>AMENDMENT NO. _____</p> <p><small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small></p> </td> </tr> </table> <p align="center">(STAMP HERE)</p>	<p align="center">CONTRACT</p> <p>NO. <u>CT-FN-18-187</u></p> <p>AMENDMENT NO. _____</p> <p><small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small></p>
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PROFESSIONAL SERVICES CONTRACT

1. **Parties, Background and Purpose.**
 - 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and **Squire Patton Boggs (US) L.L.P.**, ("Contractor").
 - 1.2. Authority. County is in need of a nationally-recognized law firm to provide services as bond counsel. Contractor is familiar with state and federal requirements related to the issuance of various types of financial obligations, and is very familiar with the County's bonding program. County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.6.C – Direct Selection.

2. **Term.**
 - 2.1. Original Term. This Contract is effective for a one-year period commencing on 1/2/2018 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised Extension Options.
 - 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. **Scope of Services**. Contractor will provide County with the services ("Services") described in **Exhibit A** (2 pages), upon demand.

4. **Key Personnel**. Contractor will employ suitably trained and skilled professional personnel to perform all Services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following staff:

Tim E. Pickrell

John Hutchinson

Pedro Miranda

Jennifer Cosper

5. **Compensation and Payment.**

- 5.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B** (1 page). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
 - 5.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$150,000 per year (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any goods or services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
 - 5.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for any sales taxes that Contractor is required to pay on Services supplied to the County under this Contract. Contractor will show sales taxes as a separate line item on invoices.
 - 5.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
 - 5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
 - 5.6. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 22 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.
6. **Insurance.** Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

- 6.1. Minimum Scope and Limits of Insurance: Contractor will procure and maintain, until all of their obligations under this Contract have been discharged, coverage with limits of liability not less than those stated below.
- 6.1.2. Workers' Compensation (WC) and Employers' Liability: Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
- 6.1.3. Professional Liability (E&O) Insurance: The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 6.2. Approval and Modifications: Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.
7. **Indemnification**. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of any negligent or willfully wrong act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity will survive the expiration or termination of this Contract.
8. **Laws and Regulations**.
- 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
9. **Independent Contractor**. Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert

any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

10. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
13. **Americans with Disabilities Act.** Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
14. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Contract, or to take any action based on the other party's failure to fully and completely perform, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
16. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
17. **Termination by County.**
 - 17.1. Without Cause. County may terminate this Contract at any time, with or without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.

17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

18. **Notice**. Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

Pima County:

Keith Dommer, Director
Pima County Finance & Risk Management
130 W. Congress, 5th Floor
Tucson AZ 85701
(520) 724-8496

Contractor:

Tim Pickrell, Esq.
SQUIRE PATTON BOGGS (US) L.L.P.
1 E. Washington Street, Suite 2700
Phoenix AZ 85004
(602) 528-4000

19. **Non-Exclusive Contract**. Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

20. **Remedies**. Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

21. **Severability**. Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

22. **Books and Records**. Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

23. **Public Records**.

23.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

23.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-

confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

24. Legal Arizona Workers Act Compliance.

- 24.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 24.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 24.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 24.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

25. Grant Compliance. Not Applicable

- 26. Israel Boycott Certification.** Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. §

35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

- 27. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.
- 28. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

PIMA COUNTY

Chair, Board of Supervisors

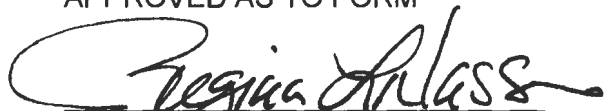
Date

ATTEST

Clerk of the Board

Date

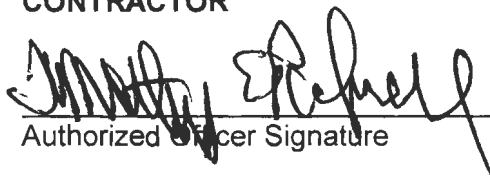
APPROVED AS TO FORM



Deputy County Attorney

12/7/2017
Date

CONTRACTOR



Authorized Officer Signature

Timothy E. Pickrell, Partner
Printed Name and Title

December 5, 2017
Date

APPROVED AS TO CONTENT



Chief Civil Deputy Attorney

ANDREW FLAGG
12/7/2017
Date

Exhibit A – Scope of Services

1. Assist in the preparation of a work plan and timetable setting forth the actions necessary to accomplish the offering and sale of each series of: (a) bonds issued by or on behalf of COUNTY, or (b) loan agreements with the Water Infrastructure Finance Authority (WIFA), the Arizona Department of Transportation (ADOT) or other state or federal agencies, or (c) certificates of participation or other lease-purchase financing, or (d) other COUNTY financing (collectively referred to herein as “bonds”).
2. Work with COUNTY officials and COUNTY’S financial advisor on creation and discussion of structuring financing alternatives within the confines of the market, acceptable risk and legal constraints and that minimizes COUNTY’S transaction costs.
3. Prepare all ordinances, resolutions, agreements and other documents and instruments necessary or appropriate to the authorizations to the authorization, issuance, sale and delivery of COUNTY’S bonds in consultation with COUNTY, coordinate with any other counsel of COUNTY, COUNTY’S financial advisor and underwriters with respect to the bonds and their counsel, and the officials and other consultants of COUNTY, and coordinate the authorization and execution of COUNTY’S bond documents.
4. Attend meetings of the Pima County Board of Supervisors when requested.
5. Assist in presenting information relating to the legality of the bonds to bond rating agencies and providers of credit enhancement to the extent required or requested.
6. Prepare election proceedings or pursue validation proceedings.
7. Provide continuing advice to COUNTY concerning any actions necessary to assure that the interest paid on the bonds will continue to be excluded from gross income for federal income tax purposes.
8. Represent COUNTY’S interest in the preparation of any contract that provides for the sale of bonds including but not limited to insurer, trustee, paying agent and registrar agreements; ensure that professionals and investment banking firms retained by, or contracting with, COUNTY disclose all conflicts of interest with COUNTY through the use of due diligence reviews.
9. Cooperate with the COUNTY in preparation of official statements or other securities laws disclosure documents, including review of the information therein describing the bonds, and the security therefore; and provide advice as needed or requested to enable COUNTY to make proper disclosure.
10. Render advice to individual employees or officials of COUNTY to the effect that any representation or certification made by an employee or official in connection with the issuance of the bonds is authorized or required by law and is properly supported by fact.
11. Provide assistance in making required submissions to any entity.
12. Obtain any governmental or other registrations, approvals, permissions and exemptions required by law or contract or determined by COUNTY to be necessary or appropriate in connection with the authorization, issuance, sale and delivery of COUNTY’S bonds.

13. Supervise the printing, execution, and delivery of the bonds to the purchasers and prepare and distribute final transcripts within thirty (30) days of the closing. County Finance Department will receive one (1) original transcript and three (3) copies of transcript on CD.
 14. When requested or required in conjunction with a financing, render a legal opinion regarding the validity and binding effect of COUNTY'S bonds, the source of payment and security for the bonds, and the federal and Arizona income treatment of interest on the bonds.
 15. Interpret financing document provisions and covenants when requested by COUNTY.
 16. Assist the County Attorney, if requested, in any litigation relating to or in any way affecting the issuance, sale, execution and delivery of COUNTY bonds.
 17. At the time of or between financing, consult with COUNTY officials, employees, counsel, consultants, citizen committees, and others in the formulation of a coordinated program for the public financing of particular projects, including the delivery of oral and written legal advice on particular projects when requested by the County Administrator or a designee thereof.
 18. Brief COUNTY officials, employees, counsel, and consultants on matters that impact upon the issuance of municipal financing. This includes availability for phone consultation with COUNTY officials, employees, counsel and consultants on questions of federal and state law, which impact upon the issuance of municipal financings.
 19. Provide updates in a form acceptable to COUNTY on statutory and regulatory changes which impact upon the issuance of municipal financings.
 20. Provide COUNTY with advice on federal, state and local legislation, including analysis of local referenda related to, or impacting upon, COUNTY'S financing programs.
 21. Draft State legislation and provide testimony before legislative committees when requested by COUNTY.
 22. Assist in the training of pertinent COUNTY staff.
 23. Provide other advice or opinions requested by COUNTY relating to municipal finance.
-

Exhibit B – Rate of Compensation

For fixed rate for Election Bonds for “new money” purposes or any future bonds authorized by an election for which CONTRACTOR provided legal advice, sold by competitive sealed bids, a fee of \$1.00 per \$1,000.00 of proceeds per issue, with a minimum fee of \$20,000.00, for the first \$50,000,000.00 of proceeds; and \$0.75 per \$1000.00 of proceeds in excess of \$50,000,000.00. If an issue of such bonds is undertaken through other than competitive sealed bids, e.g. negotiated or accelerated bidding process, the fee would be 120% of the foregoing rates, due to the additional documentation, such as bond purchase agreements, and drafting work incorporating comments from the additional participants involved.

This work does not include work performed on the preparation of bond election proceedings which, for certain types of bonds, is prohibited by statute from being paid from bond proceeds. The fee for work on the preparation of bond election proceedings is \$20,000.00 per election.

For financing demanding more intensive or extensive bond counsel services, such as those through a municipal property corporation, lease-purchase agreements or certificates of participation therein, variable rate, tender option or refunding bonds, a fee for any particular financing of \$1.25 per \$1,000.00 of proceeds, with a minimum fee of \$25,000.00, for the first \$50,000,000.00 of proceeds; and \$0.90 per \$1,000.00 of proceeds for financings in excess of \$50,000,000.00. For a combined new money and refunding financing the fee will be calculated based on the proportionate share of each type bonds.

In addition, CONTRACTOR will bill for expenses at cost, such as photocopy, long distance telephone, faxes, legal advertising, printing and (when requested or authorized by COUNTY) out-of-state travel.

On transactions where COUNTY requests that the responsibilities of CONTRACTOR, as bond counsel, include the preparation of the official statement or take primary responsibility for disclosure issues or provide legal advice on interest rate swaps or other finance-related issues, such supplemental work will be billed at hourly rates discounted by at least ten percent (10%) for then-applicable standard rates.

CONTRACTOR acknowledges that COUNTY, at its option, may permit this Agreement to be utilized by other districts and entities related to COUNTY on the same terms.