



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 11/22/2016

or Procurement Director Award

Contractor/Vendor Name (DBA): Greenberg Traurig, L.L.P.

Project Title/Description:
Special Counsel Services

Purpose:

Contractor will continue to act as the County's special counsel in connection with the issuance of Sewer Revenue Obligations, and other debt as necessary.

Procurement Method:

Legal Services are exempt under Board of Supervisors Policies D29.4 and D29.6.

Program Goals/Predicted Outcomes:

Contractor will continue to provide various types of assistance in connection with County obligation issues, 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 obligation 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 obligation ratings; advertising and dissemination of the Notice of Sale; insuring that all steps are properly followed in the issuance of the obligations; and coordinating the obligation closing.

Public Benefit:

In order to issue obligations, the County must retain nationally recognized special counsel to issue an obligation opinion; special counsel also ensures that the County complies with complex state and federal statutes applicable to obligation 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 revenue obligations. Because the lawyers at Greenberg Traurig are very familiar with the County's Sewer Revenue Obligations 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 special counsel, and will be paid at hourly rates for supplemental services related to such issuances and to post-issuance compliance.

Retroactive:

No

*To: COB- 10-19-16 (1)
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Procure Dept 10/18/16 PM03:53

Original Information

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

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ _____ Revenue Amount: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

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

Amendment Information

Document Type: CT Department Code: FN Contract Number (i.e., 15-123): 16*135

Amendment No.: 1 AMS Version No.: 3

Effective Date: 12/1/2016 New Termination Date: 11/30/2017

Expense Revenue Increase Decrease Amount This Amendment: \$0.00

Funding Source(s): The source of the funding for the legal services related to issuing debt will be the proceeds of the issued debt - Sewer Revenue Obligations proceeds.

Cost to Pima County General Fund: \$0.00

Contact: Marilee B Weston

Department: Civil - BTU Telephone: (520) 724-8774

Department Director Signature/Date: TOM WEAVER 10/14/16

Deputy County Administrator Signature/Date: Jon Barker 10-17-16

County Administrator Signature/Date: C. Duhe Beery 10/17/16
(Required for Board Agenda/Addendum Items)

PIMA COUNTY ATTORNEY PROJECT: Special Counsel CONTRACTOR: Greenberg Traurig LLP CONTRACT NO.: CT-FN-16*135 CONTRACT AMENDMENT NO.: One (1)	CONTRACT NO. <u>CT-FN-16-135</u> AMENDMENT NO. <u>01</u> <small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>
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ORIG. CONTRACT TERM: 12/1/2015 to 11/30/2016
TERMINATION DATE PRIOR AMENDMENT: N/A
TERMINATION THIS AMENDMENT: 11/30/2017

ORIG. CONTRACT AMOUNT: \$100,000.00
PRIOR AMENDMENTS: \$ 0.00
AMOUNT THIS AMENDMENT: \$ 0.00
REVISED CONTRACT AMOUNT: \$100,000.00

CONTRACT AMENDMENT

WHEREAS, COUNTY and CONTRACTOR entered into a Contract for services as referenced above; and

WHEREAS, CONTRACTOR and COUNTY, pursuant to Article I - Term, have agreed to extend the Contract term for a period of one year;

NOW, THEREFORE, it is agreed as follows:

CHANGE: ARTICLE I – TERM AND EXTENSIONS/RENEWAL/CHANGES:

From: "...terminates on November 30, 2016 unless sooner terminated..."

To: "...terminates on November 30, 2017 unless sooner terminated..."

The effective date of this Amendment shall be December 1, 2016.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

APPROVED:

Chair, Board of Supervisors

Date

CONTRACTOR:

Brigitte Finley Green

Signature

Brigitte Finley Green, Shareholder

Name and Title (Please Print)

10-7-16

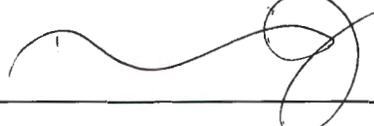
Date

ATTEST

Clerk of Board

Date

APPROVED AS TO CONTENT:



Tom Weaver, Chief Civil Deputy County Attorney

10/5/16

Date

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney

10/5/16

Date