



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

Award  Contract  Grant

Requested Board Meeting Date: 12/17/2024

\* = Mandatory, information must be provided

or Procurement Director Award:

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

Squire Patton Boggs (US) LLP

**\*Project Title/Description:**

Bond Counsel

**\*Purpose:**

Contractor will continue to act as the County's bond counsel in connection with the issuance of GO Bonds, HURF Revenue Bonds, certificates-of-participation, and sewer obligations.

**\*Procurement Method:**

Legal Services for pending or anticipated litigation are exempt under Procurement code 11.04.020.

**\*Program Goals/Predicted Outcomes:**

Contractor will continue to provide 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 estimating the timing of each issue, advising County on restrictions in any bond indentures and the maturity and interest-payment structures, assisting in the preparation, assembly, printing, and dissemination of the official statement and related documents, assisting in the procurement of bond ratings, advertising and dissemination of the Notice of Sale, ensuring that all steps are properly followed in the issuance of bonds, and coordinating bond closing.

**\*Public Benefit:**

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 the 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 attorneys at Squire Patton Boggs are 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 efficiently and effectively.

**\*Metrics Available to Measure Performance:**

Contractor will invoice County on a monthly basis unless a different billing period is set forth. 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.

**\*Retroactive:**

No.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_
Expense Amount \$ \_\_\_\_\_ Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

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

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

If Yes, 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 22-10.

Amendment / Revised Award Information

Document Type: PO Department Code: FN Contract Number (i.e., 15-123): PO2400015597

Amendment No.: 08 AMS Version No.: 0

Commencement Date: 1/02/2025 New Termination Date: 1/01/2026

Prior Contract No. (Synergen/CMS): CT-FN-18\*187

Expense Revenue Increase Decrease Amount This Amendment: \$ 0.00

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

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

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): \_\_\_\_\_

Commencement 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: Stefanie Gillie

Department: PCAO Civil Division

Telephone: (520) 724-4026

Department Director Signature: [Signature] Date: 11/20/2024

Deputy County Administrator Signature: [Signature] Date: \_\_\_\_\_

County Administrator Signature: [Signature] Date: 11/21/2024

**Pima County Attorney's Office**

**Project: Bond Counsel**

**Contractor: Squire Patton Boggs (US) LLP  
1 E. Washington Street, Ste 2700  
Phoenix AZ 85004**

**Contract No.: PO2400015597 (FKA CT-FN-18\*187)**

**Contract Amendment No.: 08**

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<b>Orig. Contract Term:</b> 1/02/2018 – 1/01/2019	<b>Orig. Amount:</b>	\$ 150,000.00
<b>Termination Date Prior Amendment:</b> 1/01/2025	<b>Prior Amendments Amount:</b>	\$1,700,000.00
<b>Termination Date This Amendment:</b> 1/01/2026	<b>This Amendment Amount:</b>	\$ 0.00
	<b>Revised Total Amount:</b>	\$1,850,000.00

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### **CONTRACT AMENDMENT # 8**

The parties agree to amend the above-referenced contract as follows:

**1. Background and Purpose.**

1.1. **Background.** On January 2, 2018, County and Contractor entered into the above referenced agreement to provide Bond Counsel. Contractor is a nationally recognized bond counsel, is familiar with state and federal requirements related to the issuance of various types of financial obligations and is familiar with the County's bonding program.

1.2. **Purpose.** County requires additional continuing services and requires additional time and funding to perform those services, commencing January 2, 2025.

**2. Term.** The parties agree to extend the contract term for one additional year commencing on January 2, 2025 and terminating on January 1, 2026. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

**3. 3.3 In an unexpected circumstance or emergency, Contractor may substitute another suitably trained and skilled attorney from the same law firm to complete a one-time or short-term task.**

**4. 4.5 Invoices.** The parties have revised Section 4.5 Invoices to include the following language:

**The Pima County Attorney's Office (PCAO) reserves the right to review invoices for mathematical errors, duplicative billing, and attorney training time (including time for alternative attorneys to catch up on cases or matters for which they must read and conduct research in order to substitute for the original attorney where the original named attorney is not available). PCAO reserves the right to refuse payment for such items that lack a reasonable explanation. While it may be**

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**reasonable to pay for initial familiarization with an individual case, County will not pay such expenses for a second or third time if, for reasons beyond its control, the case is transferred to another attorney within the contracting attorney's law firm. Additionally, PCAO reserves the right to refuse payment for invoiced services for Key Personnel not listed on this Contract.**

5. **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:**

Ellen Moulton, Director  
Pima County Finance & Risk Management  
97 E. Congress St., 3<sup>rd</sup> Floor  
Tucson, Arizona 85701  
(520) 724 – 3126

**Contractor:**

Jennifer Cosper, Esq.  
Squire Patton Boggs (US) LLP  
2325 E. Camelback Road, Ste. 700  
Phoenix, Arizona 85016  
(602) 528 4000

6. **Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

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

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**PIMA COUNTY**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND CONTENT**

  
\_\_\_\_\_  
Chief Civil Deputy

11/20/2024

\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Authorized Officer Signature

Jennifer Cospes, Partner  
\_\_\_\_\_  
Printed Name and Title

November 20, 2024

\_\_\_\_\_  
Date