



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

Award  Contract  Grant

Requested Board Meeting Date: 1/2/2018

**\* = Mandatory, information must be provided**

or Procurement Director Award

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

Greenberg Traurig, L.L.P.

**\*Project Title/Description:**

Special Counsel Services

**\*Purpose:**

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

**\*Procurement Method:**

Direct Select per Board of Supervisors' Policy D 29.6.C. Please see attached memo.

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

Contractor will 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. 12-19-17  
Ver. - 1  
Pfs. - 10 (1)

**Contract / Award Information**

Document Type: CT Department Code: FN Contract Number (i.e., 15-123): 18\*188

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

Expense Amount: \$\* 100,000.00  Revenue Amount: \$ \_\_\_\_\_

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

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)?** \_\_\_\_\_

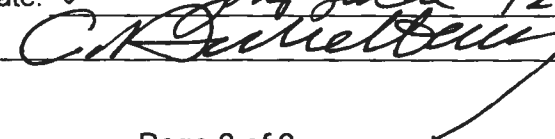
Contact: Marilee Weston

Department: PCAO Civil Division

Telephone: (520) 724-8274

Department Director Signature/Date:  ANDREW FLAGG 1/11/2017

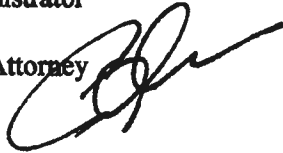
Deputy County Administrator Signature/Date:  12-15-17

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

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To: C.H. Huckelberry, County Administrator  
From: Regina L. Nassen, Civil Deputy Attorney   
Date: 12/13/17  
Subject: Request for Approval of Direct Selection of Greenberg Traurig to provide Legal Services as Special Counsel

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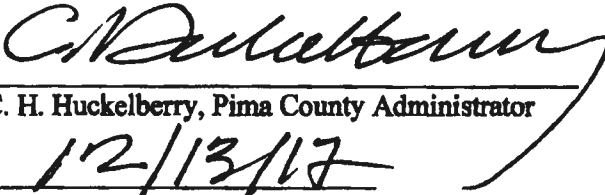
The Civil Division of the Pima County Attorney's Office respectfully requests that you approve the requested Professional Services Contract with Greenberg Traurig L.L.P. ("GT") per Board of Supervisors Policy D 29.6.C.

Pima County is in need of a nationally-recognized law firm to provide services as special counsel. GT is a nationally-recognized firm and is very familiar with the County's sewer revenue obligation program.

The contract with GT 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 \$100,000 per year, which will be funded by proceeds from the issuance of sewer revenue obligations.

If the above meets your approval, please sign below:

I hereby approve the Professional Services Contract with Greenberg Traurig L.L.P.

  
C. H. Huckelberry, Pima County Administrator  
12/13/17  
Date

<p><b>Pima County Department of County Attorney</b></p> <p><b>Project: Special Counsel</b></p> <p><b>Contractor: Greenberg Traurig L.L.P.</b></p> <p><b>Amount: \$100,000</b></p> <p><b>Funding: Sewer Revenue Obligations</b></p>	<table border="1"> <tr> <td colspan="2" style="text-align: center;"><b>CONTRACT</b></td> </tr> <tr> <td>NO.</td> <td><u>CT-FN-18-188</u></td> </tr> <tr> <td>AMENDMENT NO.</td> <td>_____</td> </tr> <tr> <td colspan="2">           This number must appear on all            invoices, correspondence and            documents pertaining to this            contract.         </td> </tr> <tr> <td colspan="2" style="text-align: center;">(STAMP HERE)</td> </tr> </table>	<b>CONTRACT</b>		NO.	<u>CT-FN-18-188</u>	AMENDMENT NO.	_____	This number must appear on all invoices, correspondence and documents pertaining to this contract.		(STAMP HERE)	
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(STAMP HERE)											

**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 Greenberg Traurig 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 consultant 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:

**Brigitte Finley Green**

**Michael Caffiso**

**Paul Gales**

**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 \$100,000 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 sales taxes that Contractor is required to pay on goods 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.
- 6.4 **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, 6<sup>th</sup> Floor  
Tucson AZ 85701  
(520) 724-8496

**Contractor:**  
Brigitte Green, Esq.  
GREENBERG TRAURIG, L.L.P.  
2375 E Camelback Rd, Suite 700  
Phoenix AZ 85016  
(602) 445-8000

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

**REGINA NASSEN**

\_\_\_\_\_  
Date

12/12/17

**CONTRACTOR**

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

**Michael Cafiso, Shareholder**  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

12/12/18

**APPROVED AS TO CONTENT**

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

\_\_\_\_\_  
Date

12/12/2017

### **Exhibit A – Scope of Services**

1. **Assist in the preparation of a work plan and timetable setting forth the actions necessary to accomplish the financing of wastewater infrastructure through revenue obligations (collectively referred to herein as "financing").**
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 authorization, sale and delivery in consultation with COUNTY, coordinate with any other counsel of COUNTY, COUNTY'S financial advisor and underwriters and their counsel, and the officials and other consultants of COUNTY, and coordinate the authorization and execution of COUNTY'S documents.**
4. **Attend meetings of the Pima County Board of Supervisors when requested.**
5. **Assist in presenting information relating to the legality of rating agencies and providers of credit enhancement to the extent required or requested.**
6. **Provide continuing advice to COUNTY concerning any actions necessary to assure that the interest paid will continue to be excluded from gross income for federal income tax purposes.**
7. **Represent COUNTY'S interest in the preparation of any contract that provides for the sale including but not limited to insurer, trustee, paying agent and registrar agreements.**
8. **Cooperate with the COUNTY in preparation of official statements or other securities laws disclosure documents, including review of the information therein describing the financing, and the security therefore; and provide advice as needed or requested to enable COUNTY to make proper disclosure.**
9. **Render advice to individual employees or officials of COUNTY to the effect that any representation or certification made by an employee or official is authorized or required by law and is properly supported by fact.**
10. **Provide assistance in making required submissions to any entity.**
11. **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, sale and delivery.**
12. **Supervise the printing, execution, and delivery of documents to the purchasers 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.**
13. **When requested or required in conjunction with a financing, render a legal opinion regarding the validity and binding effect, the source of payment and security, and the federal and Arizona income treatment of interest.**

14. Interpret document provisions and covenants when requested by COUNTY.
15. Assist the County Attorney, if requested, in any litigation relating to or in any way affecting the sale, execution and delivery of COUNTY bonds.
16. At the time of or between financing, consult with COUNTY officials, employees and counsel, in the formulation of a coordinated program for particular projects, including the delivery of oral and written legal advice on particular projects when requested by the County Administrator or a designee thereof.
17. Provide COUNTY with advice on federal, state and local legislation, including analysis of local referenda related to, or impacting upon, COUNTY.
18. Draft State legislation and provide testimony before legislative committees when requested by COUNTY.
19. Provide other advice or opinions requested by COUNTY.

### **Exhibit B – Rate of Compensation**

For fixed rate financing for which CONTRACTOR provided legal advice, a fee of \$1.50 per \$1,000 of proceeds per issue, with a minimum fee of \$50,000, for the first \$100,000,000 of proceeds; \$1.25 per \$1000 of proceeds in excess of \$100,000,000 up to \$ 200,000,000; \$1.00 per \$1,000 of proceeds in excess of \$200,000,000 up to \$300,000,000; and \$.75 per \$1,000 of proceeds in excess of \$300,000,000.

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 special 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.