



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 12/20/2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

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

***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(c).

***Program Goals/Predicted Outcomes:**

Contractor will continue to 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: BOS 11-29-2022 ①
Vers.: 19
Pgs.: 3

NOV 29 22AM 0952 PD

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

Amendment No.: 6 AMS Version No.: 19

Commencement Date: 1/2/2023 New Termination Date: 1/1/2024

Prior Contract No. (Synergen/CMS): _____

☒ Expense ☐ Revenue ☒ Increase ☐ Decrease

Amount This Amendment: \$ 250,000.00

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

***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 \$ _____ % _____

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: Deimos Thorne

Department: PCAO Civil Division

Telephone: (520) 724-8274

Department Director Signature: _____

Date: 11/22/2022

Deputy County Administrator Signature: _____

Date: 11/22/2022

County Administrator Signature: _____

Date: 11/23/2022

Pima County Attorney's Office

Project: Bond Counsel

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

Contract No.: CT-FN-18*187

Contract Amendment No.: 06

Orig. Contract Term: 01/02/2018 - 01/01/2019	Orig. Amount:	\$150,000.00
Termination Date Prior Amendment: 01/01/2023	Prior Amendments Amount:	\$1,200,000.00
Termination Date This Amendment: 01/01/2024	This Amendment Amount:	\$250,000.00
	Revised Total Amount:	\$1,600,000.00

CONTRACT AMENDMENT # 6

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 very familiar with the County's bonding program.

1.2. Purpose. County requires continuing services and requires additional time and funding to perform those services, both commencing January 2, 2023.

2. Term. The parties agree to extend the contract term for one additional year commencing on January 2, 2023 and terminating on January 1, 2024. 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. Maximum Payment Amount. The maximum amount the County will spend under this Contract, as set forth in Section 5.2, is increased by \$250,000.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$1,600,000.00.

4. Forced Labor of Ethnic Uyghurs. Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor

must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

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

PIMA COUNTY

Chair, Board of Supervisors

Date

CONTRACTOR



Authorized Officer Signature

Pedro J. Miranda, Partner

Printed Name and Title

November 22, 2022

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM AND CONTENT



Chief Civil Deputy

11/22/2022

Date