



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

Award  Contract  Grant

Requested Board Meeting Date: December 1, 2020

\* = 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:**

Direct Select per Board of Supervisors' policy D29.6.C. CHH memo for original contract on file.

**\*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.

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**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.: 4 AMS Version No.: 12

Commencement Date: 1/2/2021 New Termination Date: 1/1/2022

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ 600,000.00

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: Marilee Weston

Department: PCAO Civil Division - BTU Telephone: (520) 724-8274

Department Director Signature/Date:  **ANDREW FLAGG** 11/18/2020

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date:  11/18/2020

*(Required for Board Agenda/Addendum Items)*

**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.: 04**

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<b>Orig. Contract Term:</b> 1/2/2018 to 1/1/2019	<b>Orig. Amount:</b>	\$150,000.00
<b>Termination Date Prior Amendment:</b> 1/1/2021	<b>Prior Amendments Amount:</b>	\$ 350,000.00
<b>Termination Date This Amendment:</b> 1/1/2022	<b>This Amendment Amount:</b>	\$600,000.00
	<b>Revised Total Amount:</b>	\$1,100,000.00

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**CONTRACT AMENDMENT #4**

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 for bond counsel services. 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 additional funds and a year extension on the Contract so that services will continue to be available.

**2. Term.** The County is exercising the third extension option to renew the contract for one additional year commencing on January 2, 2021 and terminating on January 1, 2022. 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 \$600,000.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$1,100,000.00.

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

**PIMA COUNTY**

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

**CONTRACTOR**

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

Timothy E. Ackrell, Partner  
Printed Name and Title

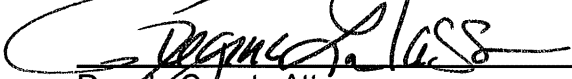
11/16/20  
Date

**ATTEST**

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

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Deputy County Attorney  
**REGINA NASSEN**

\_\_\_\_\_  
Print DCA Name

11-10-2020  
Date

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Andrew Flagg, Chief Civil Deputy Attorney

11/10/2020  
Date