



PINAL COUNTY
wide open opportunity

Offer and Acceptance

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

	Partner
Authorized Signature	Title
Timothy E. Pickrell	March 29, 2016
Printed Name	Date
Squire Patton Boggs (US) LLP	602-528-4031
Company Name	Telephone
1 E. Washington Street, Suite 2700	Phoenix, AZ 85004
Address	City, State, Zip

For clarification of this offer, contact:

Name: Timothy E. Pickrell Phone: 602-528-4031 Fax: 602-253-8129

Email: timothy.pickrell@squirepb.com

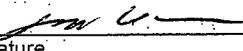
ACCEPTANCE OF OFFER (For Pinal County Use Only)

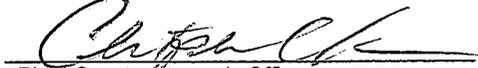
The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for: Specialty Legal Services

This contract shall henceforth be referenced to as Contract No. ROQ-151721. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this 1st day of June, 2016.

<u>Todd House</u>	<u>Chairman</u>	
Name (Print)	Title	Signature

Approved as to form:

Pinal County Attorney's Office



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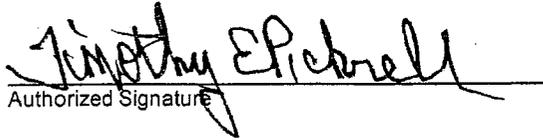
OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Submittal
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

Squire Patton Boggs (US) LLP

Firm


Authorized Signature

 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<p>ROQ – 151721 Specialty Legal Services</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is made as of the latest date beneath the executions appearing at the end of the Contract, by and between:

Squire Patton Boggs (US) LLP ("Contractor"), with its principal place of business at 1 East Washington Street, 27th Floor, Phoenix, AZ 85004

AND

Pinal County ("County"), with its principal place of business at 31 North Pinal Street, Florence, AZ 85132.

SECTION 1. PURPOSE AND SCOPE

1. Contractor will furnish to the Customer by this Contract Professional Service(s) listed in the Statement of Work of the ROQ.
2. All pricing quoted in Schedule A: Pricing Supplement is valid for the term of the Contract.

SECTION 2. TERM

This Contract is effective from the date on which it is executed and will remain in effect for one year with four automatic one year renewal periods unless earlier terminated by mutual Contract of the parties.

SECTION 3. PRICING AND PAYMENT TERMS

All pricing and terms associated with this professional service requested are specified on Schedule A of the Supplement.

SECTION 4. INSURANCE

Without limiting any of the Contractor's liabilities or other obligations, Contractor shall provide and maintain the insurance coverage listed in Section 7 of the Special Terms and Conditions, as well as the coverage listed below. Such coverage shall remain in full force and effect until obligations under this Contract are satisfied. At a minimum the professional liability insurance shall be kept in force at least two years after final payment to Contractor.

1. Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor or any such person employed by him with a minimum limit of not less than One Million Dollars each claim.

All insurance shall be maintained with responsible insurance carriers qualified to do business within the State of Arizona.



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ROQ – 151721
Specialty Legal Services

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Excepting the worker's compensation coverage, insurance certificates shall endorse Contractor as insured and Customer, its officials, employees and agents as additional insured and shall stipulate that the insurance afforded Contractor shall be primary insurance and that any insurance carried by Customer, its officials, employees or agents shall be excess and not contributory insurance to that provided by Contractor.

Certificates of insurance acceptable to Customer shall be issued to Customer prior to commencement of the Project as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificates shall contain provisions that coverage afforded under the policies will not be canceled, terminated or materially altered until at least thirty (30) days prior written notice is given to the Customer.

SECTION 5. SUBCONTRACTOR INSURANCE

In addition to insurance coverage required of Contractor, as set forth above, Contractor shall require insurance coverage in the same amounts from its Subcontractors on behalf of the Customer and Subcontractor shall comply with the paragraph entitled "Insurance" above, except certificates of insurance shall be issued and delivered to Customer prior to Subcontractor's performance under this contract.

SECTION 6. INDEMNIFICATION

In addition to the requirements in Section 6.2 of the Uniform Terms and Conditions, Contractor shall indemnify, defend, save and hold harmless Customer, its officials, employees and agents, from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including attorney's fees, litigation expenses and/or arbitration expenses, which may be brought or made against or incurred by Customer on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, by reason of any omission, professional error, fault, mistake or negligent act, whether active or passive, of Contractor, its employees, agents or representatives or Subcontractor, their employees, agents or representatives in connection with or incident to the performance of Contractor's employees and/or its Subcontractor's employees, or claims under similar such laws or obligations. Such indemnity shall not be limited by reason of remuneration of any insurance coverage herein provided. Such indemnity shall be required by Contractor from its Subcontractors on behalf of the Customer. Every provision of this indemnification paragraph shall survive the termination of this Contract.

SECTION 7. NOTICE OF CLAIM

Contractor is required to notify Customer of any claim filed against Contractor or Contractor's insurance company arising from services performed under this Contract within thirty (30) days of such filing.

SECTION 8. CLAIMS/LIMITATION OF ACTION

No action shall be maintained by Contractor, its successors or assigns, against Customer on any claim based upon or arising out of this Contract or out of anything done in connection with

 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<p>ROQ – 151721 Specialty Legal Services</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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this Contract unless such action shall be commenced within one year of the termination of this Contract.

SECTION 9. CANCELLATION OR TERMINATION OF CONTRACT

The County may cancel or terminate this Contract as set forth in Sections 3.6, 3.15, 4.5 and 9 of the Uniform Terms and Conditions.

SECTION 10. INCORPORATION OF UNIFORM GENERAL TERMS AND CONDITIONS

The Contractor agrees that the county's Uniform General Terms and Conditions for this ROQ are incorporated herein as if they were recited in full. If the Contractor takes exception to any such Terms and Conditions, such exception is fully explained on Response Form 1 and is subject to acceptance in writing by the County.

SECTION 11. DISPUTE RESOLUTION

Any disputes between the Customer and Contractor shall be resolved under the Pinal County Purchasing Code's Contract Dispute Process. In the event of litigation over the performance of this Contract, the prevailing party shall be entitled to attorney's fees and costs incurred during the course of litigation. This Contract shall be governed by the laws of the State of Arizona. In the event of a suit filed by either Contractor or the Customer under this Contract, the venue of such suit shall be the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona.

SECTION 12. MISCELLANEOUS

- a) **Assignability.** This contract is non-assignable in whole or in part by either party without the written consent of both parties.
- b) **Authority of Signatory.** The individuals signing this Contract and any supplements, warrant that they have been duly authorized and vested with the power to do so on behalf of their entity.
- c) **Beneficiaries.** This Contract shall inure solely to the benefit of Contractor and Customer, and shall create no rights in any other person or entity.
- d) **Comparable Treatment.** All of the prices, terms, warranties and benefits granted by Contractor herein are comparable to or better than the equivalent terms being offered by Contractor to any similar situated customer.
- e) **Exhibits, Plats, Riders and Addenda.** All plats, riders, exhibits or addenda, if any, affixed to the Contract are a part hereof.
- f) **Force Majeure.** Neither party shall be deemed in default for any delay or failure to have fulfilled its obligations under this Contract due to causes beyond its control.



ROQ – 151721
Specialty Legal Services

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- g) **General Compliance with Laws.** Contractor is required to comply with all applicable federal and state laws and local ordinances and regulations.
- h) **Headings.** The headings for each paragraph of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Contract nor in any way affect this Contract.
- i) **Incorporation of Documents.** All documents referred to in this Contract are hereby incorporated by reference into the Contract.
- j) **Independent Contractor.** Contractor acknowledges that it is an independent Contractor; that it alone retains control of the manner of conducting its activities in furtherance of the Contract; that it as well as any persons or agents as it may employ are not employees of the Customer; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.
- k) **Retention of Records.** The Contractor and any Subcontractor shall keep and maintain all records related to the Contract as set forth in Section 3.2 of the Uniform Terms and Conditions.
- l) **Severability.** If any part of the Contract shall be adjudged by any court of competent jurisdiction to be invalid, such judgment will not affect or nullify the remainder of the Contract.
- m) **Survival.** Not as a waiver of any remedies either party may be entitled to under this Contract, the "Indemnification", "Retention of Records", and "Dispute Resolution" provisions will survive the termination of the Contract.
- n) **Time of Essence.** Under the authority of the Contract, both parties understand that time is of the essence.
- o) **Waiver.** Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all parties. The failure of either party to enforce the provisions of this Contract or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of either party to thereafter enforce the provisions of the Contract. Waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.
- p) **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Arizona as further described in Section 5-1 and 5-2 of the Uniform General Terms and Conditions.

 <p>PINAL COUNTY wide open opportunity</p>	<p>ROQ – 151721 Specialty Legal Services</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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MODIFICATIONS to this Contract shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract for Professional Services as of the 1st day of June, 2016.

CONTRACTOR

SQUIRE PATTON BOGGS (US) LLP

By: Timothy E. Pickrell
Timothy E. Pickrell

Title: Partner

Date: March 29, 2016

PINAL COUNTY

Todd House
Todd House, Chairman

Board of Supervisors

Date: 6/1/16

ATTEST:

Sheri Cluff
Sheri Cluff
Clerk of the Board

Approved as to Form:

Chris Keller
Chris Keller, Deputy County Attorney



 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<p>ROQ – 151721 Specialty Legal Services</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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SCHEDULE A: PRICING SUPPLEMENT

The hourly rate of \$ see attached will be the rate for all authorized and approved Specialty Legal Services under this contract. This rate will include all costs associated with these services. *(NOTE: Respondent may provide a table of costs based on expertise of employee i.e. Senior Partner, Partner, Senior Associate or Of Counsel, Associate, Paralegal, Administrative Support.)*

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT TO SCHEDULE A (PRICING SUPPLEMENT)

Because fees of Bond Counsel are typically paid from the proceeds of each financing and the amount must be fixed in advance for purposes of sizing the borrowing, we propose the following pricing for work in such capacities on each transaction:

For fixed rate for voter-approved bonds for "new money" purposes or any future bonds authorized by an election for which CONTRACTOR provided legal advice, sold by competitive sealed bids, a fee of \$1.00 per \$1,000.00 of proceeds per Issue, with a minimum fee of \$25,000.00, for the first \$50,000,000.00 of proceeds; and \$0.75 per \$1000.00 of proceeds in excess of \$50,000,000.00. If an issue of such bonds is undertaken through other than competitive sealed bids, e.g. negotiated or accelerated bidding process, the fee would be 1.25 times the foregoing rates, due to the additional documentation, such as bond purchase agreements, and drafting work incorporating comments from the additional participants involved.

This work does not include work performed on the preparation of bond election proceedings which, for certain types of bonds, is prohibited by statute from being paid from bond proceeds. The fee for work on the preparation of bond election proceedings is \$25,000.00 per election.

For financings demanding more intensive or extensive Bond counsel services, such as those through a municipal property corporation, excise tax obligations, lease-purchase agreements or certificates of participation therein, variable rate, tender option or refunding bonds, a fee for any particular financing of \$1.25 per \$1,000.00 of proceeds, with a minimum fee of \$30,000.00, for the first \$50,000,000.00 of proceeds; and \$0.90 per \$1,000.00 of proceeds for financings in excess of \$50,000,000.00. For a combined new money and refunding financing the fee will be calculated based on the proportionate share of each type bonds.

In addition, CONTRACTOR will bill for expenses at cost, such as legal advertising, and photocopy, long distance telephone, printing and out-of-state travel to the extent provided in the Contract.

(a) To the extent that COUNTY determines in advance that the fees of Bond Counsel or Disclosure Counsel on financing transactions will be paid on an hourly-rate basis in lieu of the fixed fee basis described above or (b) on transactions where COUNTY requests that the responsibilities of CONTRACTOR, as bond, 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, or (c) for legal advice not related to a particular pending transaction, such supplemental work will be billed at hourly rates discounted by at least ten percent (10%) for then-applicable standard rates. Current standard rates for individual attorneys, discounted as noted, are as follows:

Key Personnel	Hourly Rates
Tim Pickrell (Senior Partner)	\$679
Chuck James (Senior Partner)	\$679
Pedro Miranda (Partner)	\$549
Jennifer Cospier (Associate)	\$319

**SOLICITATION NO.: ROQ-151721
SPECIALTY LEGAL SERVICES
DUE: BY 2:00 P.M. ARIZONA TIME ON MARCH 29, 2016**

Responder Name: Squire Patton Boggs (US) LLP

Responder Address: 1 E. Washington Street
Suite 2700
Phoenix, Arizona 85004

Responder Telephone: (602) 528-4000

Contact Person: Timothy E. Pickrell, Partner

Contact Telephone: (602) 528-4031



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OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

Timothy E. Pickrell

Partner

Authorized Signatory

Title

Timothy E. Pickrell

March 29, 2016

Printed Name

Date

Squire Patton Boggs (US) LLP

602-528-4031

Company Name

Telephone

1 E. Washington Street, Suite 2700

Phoenix, AZ 85004

Address

City, State, Zip

For clarification of this offer, contact:

Name: Timothy E. Pickrell Phone: 602-528-4031 Fax: 602-253-8129

Email: timothy.pickrell@squirepb.com

ACCEPTANCE OF OFFER (For Pinal County Use Only)

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for: Specialty Legal Services

This contract shall henceforth be referenced to as Contract No. ROQ-151721. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this _____ day of _____ 2016.

Name (Print)

Title

Signature

Approved as to form:

Pinal County Attorney's Office



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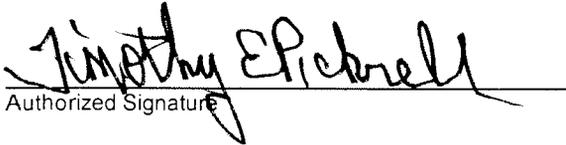
OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Submittal
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

Squire Patton Boggs (US) LLP

Firm


Authorized Signature



PINAL COUNTY
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Addendum Acknowledgement Form

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Addendums are posted on the Pinal County website at the following address:

<http://pinalcountyaz.gov/Purchasing/Pages/CurrentSolicitations.aspx>. It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum.

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date:

ADDENDUM NO. 1 Acknowledgement

[Handwritten Signature]
Signature

March 29, 2016

Date

ADDENDUM NO. 2 Acknowledgement

Signature

Date

ADDENDUM NO. 3 Acknowledgement

Signature

Date

If no addendums were issued, indicate below, sign the form and return with your response.

Firm

Authorized Signature



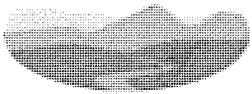
P I N A L • C O U N T Y
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Responder's Checklist

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

RESPONDERS CHECKLIST

	Yes/No
Did you sign your Offer sheet? <i>See Page 33 & 34 of this solicitation.</i>	Yes
Did you acknowledge all addendums, if any? <i>See page 30. Any addendums would be posted on the Pinal County website on the Bids/Proposals page of the Finance/Purchasing Department.</i>	Yes
Did you complete all required Response Forms? <i>Any Response forms would be posted on the Pinal County website on the Bids/Proposals page of the Finance/Purchasing Department.</i>	Yes
Did you include your W-9 Form? <i>See page 31 of this solicitation.</i>	Yes
Did you include any necessary attachments?	Yes
Is the outside of your sealed submittal marked with the Solicitation #, Due Date and Time? <i>See page 1 for this information.</i>	NA
Did you include one original and the required number of copies? <i>See page 1 for the quantity.</i>	NA
Did you follow the order for submissions of documents? <i>See Section 3.4 – Offer format in the Special Instructions of this solicitation.</i>	Yes
Did you include proof of insurance(s) if requested?	NA

 <p>PINAL • COUNTY <i>wide open opportunity</i></p>	<p>Response Form 1 ROQ-151721 Specialty Legal Services</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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Responder Name: *Responder Response*

Responders shall complete the following Response Form, indicating their responses in the spaces provided. Additional pages may be added so long as they are clearly referenced in the spaces provided.

Please note: Any exception to the terms and conditions of the ROQ will not be accepted. Compliance to Terms and Conditions has been identified as an evaluation criterion for this solicitation.

Acceptability of Responses

Offers that do not include fully completed copies of Response Forms 1 and 2 may cause the entire offer to be deemed unacceptable and therefore non-responsive. Forms with incomplete or unacceptable responses will also be considered non-responsive.

1 Responders Profile

1.1 Provide the name of the person who will be the primary Respondent and the address for the primary servicing office. Please also include a resume for major assistants or staff.

Firm Name: Squire Patton Boggs (US) LLP

Mailing Address: 1 E. Washington Street, Suite 2700

City: Phoenix State: AZ Zip Code: 85004

Representative Name: Timothy E. Pickrell Title: Partner

Phone Number: 602-528-4031 Fax Number: 602-253-8129

Email Address: timothy.pickrell@squirepb.com

1.2 Provide the number of years local servicing office has been working with County/State Agency Clients.

Over 35 years

1.3 How many years of experience does the local Respondent have: over 35 years

1.4 How many years of experience does the key employee have: 41 years

1.5 Will a Business Liaison be assigned to our account? Yes No

If yes, identify who: Monica Vardy

 PINAL • COUNTY <i>wide open opportunity</i>	Response Form 1 ROQ-151721 Specialty Legal Services	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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Liaison Phone: _____ 602-528-4082 _____

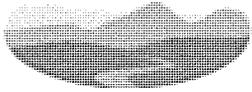
Liaison Email Address: _____ monica.vardy@squirepb.com _____

How many years of experience does Liaison have handling public entity clients? _____ Over 10 _____ years

2 Areas of Practice

Respondent shall indicate the areas of practice they meet the mandatory requirements for (see Section 2.1 of Statement of Work).

Area of Practice	Check Yes or No	
	Yes	No
Appellate Practice		
Attorney conduct and professionalism		
Bond and disclosure counsel	X	
Collections and bankruptcy		
Commercial transactions and litigation		
Construction litigation		
Contractual liability defense		
Election and voter registration law		
Eminent domain and relocation		
Environmental law		
Federal and State taxation matters		
General governmental practice (open meetings, public records, etc.)		
General litigation		
Health care, including public health and managed care		
Housing		
Immigration law		



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Infrastructure design		
Insurance contracts		
Intellectual property		
Labor law and enforcement		
Land use		
Legislative matters		
Medical malpractice		
Mental Health		
Planning and zoning		
Probate litigation		
Property tax appeals, tax lien sales and foreclosures, Treasurer's matters		
Public contracts and procurement		
Public official liability		
Public fiduciary		
Real estate transactions		
Road design, construction or maintenance liability		
Section 1983 civil rights defense		
Special taxing district law		
Tort liability		



Response Form 1
ROQ-151721
Specialty Legal Services

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Florence, AZ 85132

3 References

Please list a MINIMUM of three (3), preferably five (5), clients for whom you have performed services similar to the Statement of Work in this solicitation.

1. Company Name: Pima County, Arizona
Address: 130 W. Congress, 6th Floor, Tucson, AZ 85701
Contact Person: Thomas E. Burke
Phone: 520-624-9178 Email Address: Tom.Burke@pima.gov
Project Name: All County General Obligation, Sewer Revenue and HURF Bonds and COPs since 1992

2. Company Name: Maricopa County, Arizona
Address: 301 West Jefferson, 9th Floor, Phoenix, AZ 85003
Contact Person: Shelby Scharbach
Phone: 602-506-1367 Email Address: sscharba@mail.maricopa.gov
Project Name: All County Lease Revenue Bonds and COPs since 2003

3. Company Name: La Paz County, Arizona
Address: 1108 Joshua Avenue, Parker, AZ 85344
Contact Person: Dan Field
Phone: 928-669-9709 Email Address: dfield@co.la-paz.az.us
Project Name: All County Excise Tax and Judgment Funding Bonds since 2003

4. Company Name: University of Arizona
Address: 888 N. Euclid, Room 502, Tucson, AZ 85721
Contact Person: Duc Ma
Phone: 520-626-1188 Email Address: mad@arizona.edu
Project Name: All University financings since 2004

5. Company Name: Arizona Department of Administration
Address: 100 North 15th Avenue, Suite 302, Phoenix, AZ 85007
Contact Person: Clark Partridge
Phone: 602-542-5406 Email Address: clark.partridge@azdoa.gov
Project Name: All State COPs, Excise Tax, ADOT, WIFA and Arizona School Facilities Board financings since 2000



PINAL • COUNTY
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Response Form 1
ROQ-151721
Specialty Legal Services

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Finance Department
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Florence, AZ 85132

4 Prior Experience

Please provide examples of projects previously conducted that are related to the work described in the ROQ. Description should include the client name, description of the type of work performed, approximate date the work was completed and the professional staff who participated. (Additional pages may be used if necessary)

Responder Response

See attached pages.

5. Resumes

Please provide resumes for each professional who will assist in providing services or be a member of the project team. Resumes must include qualifications and experience of each professional. (Additional pages may be used if necessary)

Responder Response

See attached pages.

End of Response Form 1 for ROQ - 151721 Specialty Legal Services

**SERIAL ROQ-151721, SPECIALTY LEGAL SERVICES –
Response To Part 4
Prior Experience**

Timothy E. Pickrell

Education: Vanderbilt University, J.D., 1974; Wabash College, B.A., 1971

Relevant Work Experience -- Timothy E. Pickrell is a senior partner in the firm's Phoenix office. Tim received his B.A. degree in 1971 from Wabash College and his J.D. degree from Vanderbilt University in 1974, where he was on the editorial board of the Vanderbilt Law Review. His practice has always focused on public finance matters, and he began serving as bond counsel to all three of Arizona's public universities in 1977. A fourth-generation Arizona native, Tim practiced in Chicago for 12 years before returning home to Arizona in 1986. Tim is the lead attorney in the firm's representation of the University of Arizona and has served as underwriters' counsel on financings for in-state higher education institutions, including Arizona State University, Northern Arizona University, Thunderbird Graduate School of Management and Pima County Community College District, and out-of-state higher education institutions, including the University of Illinois, Willamette University and Berea College. In addition, he has served in bond counsel and/or disclosure counsel roles for Maricopa County, the Maricopa County Stadium District, Pima County, the Arizona School Facilities Board, the Arizona Department of Administration, the Water Infrastructure Finance Authority of Arizona and the Arizona Sports and Tourism Authority, has served as bond counsel or underwriters' counsel on financings for various professional sports venues, and has represented underwriters, lenders or providers of credit enhancement on a variety of transactions. Tim has lectured at numerous legal, banking, accounting and governmental seminars on state and federal law topics related to public finance, including federal tax rules and federal securities laws applicable to the issuance and sale of debt investments. He is admitted to practice in Arizona and Illinois and before the United States District Court for the District of Arizona and the Northern District of Illinois. He is a member of The American College of Bond Counsel and the National Association of Bond Lawyers. Tim is named in the 2006 through 2016 editions of *The Best Lawyers in America* and in the 2009 through 2013 editions of *Southwest Super Lawyers*.

Charles E. James, Jr

Education -- University of Arizona, J.D., with high distinction, 1973; *Order of the Coif*, *Arizona Law Review*
Occidental College, B.A., 1970

Relevant Work Experience -- Charles E. James, Jr. is a senior partner in the firm's Phoenix office. Chuck received his B.A. degree in 1970 from Occidental College and his J.D. degree with high distinction from The University of Arizona College of Law in 1973, where he was a member of the Order of the Coif and the Arizona Law Review. He has practiced in Phoenix since 1973 and has devoted his practice to state and local government finance since 1976. Chuck has broad experience in public finance, having served as bond counsel for the Arizona Board of Regents, acting for Northern Arizona University and for the University of Arizona, and other State of Arizona agencies (including the Department of Administration, the Water Infrastructure Finance Authority, the Arizona School Facilities Board and the Arizona Sports and Tourism Authority), counties, cities, school districts and special districts, student loan agencies, hospitals, nursing facilities, retirement centers and housing finance agencies for over 35 years of his legal practice. He also has represented underwriters, credit enhancers, trustees and other public finance participants. He has provided representation and consultation in public finance-related litigation, including a successful challenge to the validity of U.S. Treasury regulations relating to sinking funds, defense of challenges to bond elections and defense of securities law claims against local governments. He has participated in the legislative process affecting public finance as a consultant and

drafter of legislative proposals and has provided testimony before legislative bodies. Chuck has been a member of the National Association of Bond Lawyers since its formation and has been invited to speak at a number of programs on matters related to state and local government finance. He has served on the Steering Committee of the Bond Attorneys Workshop, most recently chairing the panel on legal opinions. Chuck is a member of the Arizona Bar and is admitted to practice before the United States District Court for the District of Arizona, the United States Court of Appeals for the Ninth Circuit, the United States Court of Appeals for the District of Columbia Circuit and the United States Tax Court. He is an elected fellow of the American College of Bond Counsel. He is listed in the current edition of *The Best Lawyers in America* and as a current Southwest Super Lawyer.

Pedro J. Miranda

Education -- University of Florida College of Law, J.D., 1999; University of Florida, B.A., 1996

Relevant Work Experience -- Pedro J. Miranda, a partner in the firm's Phoenix. Pedro received his B.A. degree in 1996, with honors, from the University of Florida and his J.D. degree from the University of Florida College of Law in 1999. For over twelve years his practice has focused solely on public finance matters. During that time, Pedro has served as bond counsel to Maricopa County, Pima County, the Regional Public Transportation Authority of Maricopa County, the Arizona Board of Regents for the University of Arizona, the Arizona Department of Transportation and the Arizona Department of Administration, and has represented issuers and underwriters in the State of Florida, the State of Texas and the Commonwealth of Puerto Rico in both new money and refunding transactions, including general obligation bonds, special assessment bonds, and revenue bonds for the financing of water and sewer facilities, highways, electric power facilities and sports facilities, among others. In Florida, he has served as Bond Counsel to Miami-Dade County, the cities of Fort Lauderdale, Sunrise, Doral and Opa-Locka, and numerous special districts. In Puerto Rico, he has served as Bond Counsel to the Commonwealth of Puerto Rico and its various instrumentalities, including its highways authority, electric power authority, public buildings authority and higher education authority. He is admitted to practice in Arizona, Florida and Texas.

Jennifer R. Cospers

Education -- University of Arizona, J.D., *magna cum laude*, 2009; *Arizona Law Review*
University of Arizona, B.S., *magna cum laude*, 2006

Relevant Work Experience -- Jennifer Cospers is an associate in the firm's Phoenix office. Jennifer received her B.S. degree *magna cum laude* from the University of Arizona in 2006 and her J.D. degree *magna cum laude* from the University of Arizona James E. Rogers College of Law in 2006, where she served as an articles editor on the Arizona Law Review. She began her legal career with Squire Patton Boggs in January of 2010 and since that time has practiced exclusively as a public finance lawyer and has served as bond, borrower's, issuer's and underwriter's counsel on numerous public finance transactions. Her experience includes assisting as bond counsel for the Arizona Board of Regents, acting for the University of Arizona, and other state agencies (including the Department of Administration, the Water Infrastructure Finance Authority and the Arizona Sports and Tourism Authority), counties, cities, school districts, retirement centers and hospitals. She has also represented the Arizona Department of Transportation on its most recent GANs, HURF and RARF financings. Jennifer is a member of the National Association of Bond Lawyers (NABL) and has attended NABL's conference on the Fundamentals of Municipal Bond Law. Jennifer is admitted to practice in Arizona.

The resume of each of these attorneys is attached to our response to Part 5.

Squire Patton Boggs' Experience and Capabilities

Squire Patton Boggs has been a nationally recognized bond counsel and counsel to local governments for over 100 years and has been listed in The Bond Buyer's Municipal Marketplace, known as the "Redbook," since the start of that publication in the 1940's. Squire Patton Boggs consistently ranks among the leading Bond Counsel firms in the nation, based upon the independent rankings of the municipal securities industry compiled by an affiliate of The Bond Buyer, the Thompson Securities Data Company ("Securities Data").

During recent decades, our tax-exempt finance practice has experienced dynamic growth. According to the rankings by Securities Data, among all bond counsel firms in the country:

- For the year ending 2015, the firm was ranked 10th in the nation as bond counsel for long-term state and local government financings, with 194 transactions totaling \$8.468 billion and 7th in the nation as disclosure counsel, with 49 transactions totaling \$4,414 million.
- The firm also ranked first as bond counsel in the State of Arizona for 15 of the last 16 years.
- The firm's Arizona bond counsel engagements in 2015 included 14 transactions totaling over \$1.392 billion.

The bond counsel practice of Squire Patton Boggs has grown because we achieve desirable results for our clients in a responsive and cost-effective manner. Our success in satisfying our clients is shown in the growth of our continuing bond counsel representations of public entities in Arizona, Connecticut, the District of Columbia, Florida, Hawaii, New Mexico, New York, Ohio, Puerto Rico and several other states.

Squire Patton Boggs rendered its first bond opinion in April 1900. Since that time, the firm has rendered bond counsel opinions on tax-exempt (and taxable) obligations in Arizona and more than 35 other states on virtually all types of state and local government debt. Since January 2000, the firm has approved over 4,511 issues aggregating more than \$293 billion (including publicly sold and privately placed, long-term and short-term financings). Purchasers of all types of public securities accept our bond and tax opinions, and no bond counsel opinion of Squire Patton Boggs has ever been challenged in court. Our public finance practice is one of the largest and most active in the country (approximately 1,300 of our firm-wide clients are public bodies) and extends to all types of financings by state and local governments.

Our public finance lawyers have extensive experience in using, and have been pioneers in developing, modern and innovative financing techniques. Those financing techniques include: forward delivery refundings; various types of derivative and hedging transactions; the use of credit enhancement facilities of various types (including bond insurance, guarantees, lines of credit, letters of credit and interest rate exchange agreements); the use of multi-modal and put bonds of various types; commercial paper programs; liquidity facilities of various types (including remarketing agreements, standby purchase agreements and letters and lines of credit); interest payment and redemption structures of various types (including zero coupon bonds, compound interest bonds, stepped coupon bonds and super-sinkers); and taxable bonds. Many of these techniques are directed to take advantage of, or to make available, lower short-term interest rate costs for the governmental issuer or to meet the demand of tax-exempt "bond funds" for special types of investments, which opens up new markets for an issuer's debt. We are also experienced in advising clients concerning the risks involved in using these techniques.

The firm's representation of public-sector clients is unusually broad and diverse, and over the last 48 years the scope of the firm's representations of public bodies has expanded significantly beyond financings. Squire Patton Boggs now regularly acts as legal advisor to governmental bodies at the national, state, county

and local levels on a wide variety of matters including community and housing development privatizations and public-private partnerships.

While we are properly cautious and complete in our analysis of legal questions, our goal is to provide quality legal services to each client in a responsive and cost effective manner. Squire Patton Boggs accomplishes its goal by drawing upon the experience and expertise of all its lawyers and by developing and implementing sound innovative techniques to address the needs and financing objectives of our clients.

The Squire Patton Boggs Arizona Team -- The bond lawyers in our Phoenix office have significant and diverse financing experience. When Squire Patton Boggs opened its Phoenix office in 1979 with one lawyer, the firm had no pre-existing clients in Arizona. All of our extensive bond counsel representations in Arizona have developed since that time. Representation of governmental bodies is at the core of our Phoenix office practice. The initial clients of our Phoenix office were public bodies. We believe our growth in Arizona has resulted from the creativity and responsiveness of our legal services and our total commitment to client satisfaction.

Squire Patton Boggs is committed to Arizona. Since 1993, we have significantly expanded our legal staff from 21 to over 43 lawyers in our Phoenix office. Our team of municipal bond professionals in Phoenix currently includes four attorneys and a legal assistant whose practices center on Arizona public finance transactions. Since January 2000, bond lawyers in our Phoenix office have served as bond counsel and special tax counsel on more than 420 financings aggregating approximately \$35 billion for 40 different governmental bodies in six states. During this same period, the lawyers in our Phoenix office have served as underwriter's counsel or disclosure counsel on more than 475 financings aggregating over \$22.4 billion for over 40 different issuers, at all governmental levels, in five states. The Squire Patton Boggs Arizona bond attorneys have also worked on several complex public-private economic development transactions including the financing of the America West Arena, the development of the Arizona Center in downtown Phoenix and the financing of the multipurpose stadium facility that now serves as home to the Arizona Cardinals and the Fiesta Bowl. We also have provided legal advice to Arizona public bodies in connection with a variety of matters relating to finances, including investment of public funds, warrants, short-term borrowing and line of credit questions.

The number and experience of our Phoenix-based bond lawyers, coupled with our national client service delivery approach, permits us to provide to our Arizona public sector clients the prompt personal service a client expects from a local firm, and the quality of service expected from a national firm. By using the firm as its bond counsel, the County can be assured that it will have at its disposal the experienced bond attorneys necessary to perform the required services in a professional, creative, responsive and timely manner. Also, because of the firm's broad expertise in virtually all areas of the law which touch on public finance and general state and local government matters, the County will have as a resource the very highest level of expertise with respect to all matters whether or not related to a particular financing.

The Squire Patton Boggs Public Finance Tax Group -- The federal tax rules applicable to state and local government bond financings have become increasingly complex and comprehensive. The capacity of Squire Patton Boggs' bond lawyers to achieve our governmental clients' objectives within the requirements of the federal tax law is significantly enhanced by the expertise and problem-solving approach of our nationally recognized Public Finance Tax Group. Twenty lawyers, including a nucleus of four tax lawyers whose practices are devoted almost exclusively to public finance, participate in our Public Finance Tax Group, which provides support and assistance on federal and state tax issues to Squire Patton Boggs' bond lawyers and to other law firms that lack internal tax expertise.

The Public Finance Tax Group lawyers assist and participate with our bond lawyers on tax aspects of bond and note issues on which we serve as bond counsel. Because of our experience and reputation in tax law, we also frequently serve as special tax counsel on bond and note issues involving novel or complex tax issues on which other firms, with less tax experience, are serving as bond counsel. In recent years, we have been retained as special tax counsel in connection with issues in the state of Arizona and other states.

In revisions to the tax laws, the Internal Revenue Service has moved away from proposing detailed provisions intended to cover all situations and instead has set forth more broadened liberal principles, which issuers and their bond counsel are then expected to apply to specific factual situations. From the standpoint of bond issuers, this approach has been generally a substantial improvement, but on the other hand, it increases the tax risk to the County because the Internal Revenue Service has indicated a far greater willingness than in the past to bring enforcement actions against issuers who take actions with respect to which the Internal Revenue Service subsequently disagrees. In addition, the Securities and Exchange Commission has become much more active in policing compliance with tax laws through the exercise of its authority in the area of disclosure. As a result, there is a greater importance now than in the past for a law firm practicing in the municipal finance area to have the strongest possible tax expertise, and we believe that our lawyers in the Public Finance Tax Group are not only the most capable in the State of Arizona but also equal to, if not better than, any in the nation.

The Squire Patton Boggs Disclosure Group -- Securities issued by public bodies are not generally subject to the registration requirements of the federal securities laws, but the antifraud provisions of those laws that mandate accurate and complete disclosure to investors of material information in connection with a securities offering do apply. Squire Patton Boggs has created a Disclosure Group to monitor actions by the Securities and Exchange Commission and to advise issuer officials, including both staff and board members, on their responsibilities regarding timely and adequate disclosure.

The Disclosure Group includes ten bond lawyers resident in the Cleveland, Columbus, Miami, New York, Phoenix and Tampa offices, a Public Finance Tax Group lawyer and several corporate securities lawyers. This group supported the Phoenix office lawyers in the representation of the County, in response to a very long, arduous and expensive Securities and Exchange Commission investigation into the adequacy of disclosure in connection with one of its bond issues (for which another firm had served as bond counsel).

The Disclosure Group meets at least monthly and considers disclosure matters of current interest and particular questions posed by individual lawyers and sets firm policy and procedures on such matters. The Disclosure Group is intentionally diverse geographically, by practice area and by client and transaction emphasis within the Public Law Practice Area. That diversity promotes an active and wide-ranging exchange of experiences and viewpoints and, we believe, leads to the adoption and implementation of well-considered disclosure practices intended to ensure compliance with federal securities laws and reduce the likelihood of a Securities and Exchange Commission inquiry.

The work of the Disclosure Group represents a significant investment of firm resources in non-chargeable activities that only can be justified by a firm such as ours with a significant stake and treasured reputation in the municipal bond market. The membership in our Disclosure Group alone exceeds, in most instances, the number of full-time public finance practitioners in other firms. Even if they were disposed to make such an effort, few firms have the commitment and resources needed to do it. We have and we do.

County Financings. Our responsibilities for Coconino, La Paz, Maricopa, Mohave, Navajo and Pima Counties have included all of the types of financings -- general obligation bonds, utility revenue bonds, lease-

purchase financing, certificates of participation, refundings and tax anticipation notes. For example, Pima County is nearing completion of the largest county bond program in Arizona history.

Some recent examples of our Bond Counsel work for Arizona counties include:

Issuer	Issue	Date	Amount
La Paz County, Arizona	Financing Agreement (Taxable) for Sewer Treatment Plant Project with CoBiz Public Finance, Inc.	09/09/15	\$488,494
La Paz County, Arizona	Financing Agreement (Tax-Exempt) for Patrol Vehicle Project with CoBiz Public Finance, Inc.	07/02/15	\$530,000
Maricopa County, Arizona	Certificates of Participation, Series 2015	06/25/15	\$185,580,000
Pima County, Arizona	Street and Highway Revenue Refunding Bonds, Series 2015	04/16/15	\$13,685,000
Pima County, Arizona	Certificates of Participation, Series 2014A	02/12/14	\$52,160,000
Pima County, Arizona	Certificates of Participation, Series 2015	04/15/15	\$13,685,000
Pima County, Arizona	General Obligation Bonds, Series 2015	04/14/15	\$15,000,000
Pima County, Arizona	Sewer System Revenue Obligations, Series 2014	02/12/14	\$48,500,000
Pima County, Arizona	General Obligation Bonds, Series 2014	01/30/14	\$10,000,000
Pima County, Arizona	Street and Highway Revenue Bonds, Series 2014	01/30/14	\$24,805,000
Pima County, Arizona	General Obligation Bonds, Series 2013A and Refunding Series 2013B	06/05/13	\$88,575,000
Pima County, Arizona	Certificates of Participation, Series 2013A and Refunding Series 2013B	05/22/13	\$92,880,000
La Paz County, Arizona	Acquisition Agreement (Refinancing) for Water Acquisition Project and Financing Agreement (Refinancing) for Community Center Project	08/23/12	\$300,000
Pima County, Arizona	General Obligation Bonds, Series 21012A and 2012B	06/13/12	\$76,225,000
Pima County, Arizona	Street and Highway Revenue Bonds, Series 2012	05/30/12	\$32,945,000
La Paz County, Arizona	Excise Tax Judgment Funding Revenue Bonds, Series 2011A and Taxable Series 2011B	09/29/11	\$18,151,000
Pima County, Arizona	General Obligation Bonds, Series 2011	05/25/11	\$75,000,000
Pima County, Arizona	Sewer System Revenue Refunding Bonds, Series 2011A	03/30/11	\$43,625,000
Pima County, Arizona	Certificates of Participation, Series 2010	02/04/10	\$20,000,000
Pima County, Arizona	General Obligation Bonds, Series 2009A	12/02/09	\$113,535,000

Issuer	Issue	Date	Amount
Pima County, Arizona	Street and Highway Revenue Bonds, Series 2009	12/02/09	\$23,420,000
Pima County, Arizona	Certificates of Participation, Series 2009	06/10/09	\$34,400,000
Pima County, Arizona	Sewer Revenue Bonds, Series 2009	05/06/09	\$18,940,000
Pima County, Arizona	General Obligation Bonds, Series 2009	04/22/09	\$75,000,000
La Paz County, Arizona	Community Center Acquisition Lease-Purchase Financing	01/16/09	\$1,250,000
Pima County, Arizona	Certificates of Participation, Series 2008	06/26/08	\$50,000,000
Navajo County, Arizona	Pledged Revenue Obligations, Series 2008	06/19/08	\$6,600,000
Pima County, Arizona	Sewer Revenue Bonds Series 2008	05/22/08	\$75,000,000
Pima County, Arizona	General Obligation Bonds, Series 2008	02/28/08	\$100,000,000
Pima County, Arizona	Street and Highway Revenue Bonds, Series 2008	02/28/08	\$25,000,000
Maricopa County Public Finance Corporation	Lease Revenue Bonds, Series 2007A Lease Revenue Refunding Bonds, Series 2007B	05/23/07	\$108,100,000 \$32,840,000
Maricopa County, Arizona	Hospital Revenue and Refunding Bonds, Series 2007 (Sun Health Corporation)	06/19/07	\$64,700,000
Pima County, Arizona	Certificates of Participation (Justice Building Project) Series 2007-A Taxable Series 2007-B	05/01/07	\$28,765,000 \$1,555,000
Pima County, Arizona	Street and Highway Revenue Bonds, Series 2007	01/25/07	\$21,000,000
Pima County, Arizona	General Obligation Bonds, Series 2007	01/25/07	\$95,000,000
Pima County, Arizona	Sewer Revenue Bonds, Series 2007	01/25/07	\$50,000,000

Financings by County Affiliates. In addition to our work for counties in Arizona, we also have experience as Bond Counsel on financings completed for County-affiliates such as special districts and authorities. Examples of such transactions include:

Issuer	Issue	Date	Amount
Regional Transportation Authority of Pima County, Arizona	Transportation Excise Tax Revenue Bonds (Pima County Regional Transportation Fund) Series 2014	07/02/14	\$130,095,000
Regional Public Transportation Authority of Maricopa County, Arizona	Regional Transportation Excise Tax Revenue Bonds (Maricopa County Public Transportation Fund) Series 2014	01/29/14	\$115,000,000
La Paz County Jail District	Lease-Purchase Refinancing for Jail Facility Improvements	08/23/12	\$1,585,000
Regional Transportation Authority of Pima County, Arizona	Transportation Excise Tax Revenue Bonds (Pima County Regional Transportation Fund) Series 2011	06/14/11	\$136,480,000

Issuer	Issue	Date	Amount
Regional Public Transportation Authority of Maricopa County	Transportation Excise Tax Revenue Bonds (Maricopa County Public Transportation Fund) \$73,795,000 Tax-Exempt Series 2009A \$26,280,000 Taxable Series 2009B (Federally Taxable - Build America Bonds - Direct Payment)	06/30/09	\$100,075,000

Squire Patton Boggs' Bond Counsel engagements on Arizona transactions since 2007 comprise more than \$8 billion in aggregate principal amount. A listing appears below of transactions not already listed above. In addition, over the same period Squire Patton Boggs also served as Underwriters' Counsel or Disclosure Counsel on more than \$4 billion aggregate principal amount of Arizona financing transactions.

Nationally during the same period, the firm served as Bond Counsel on billions of dollars' worth of bond financings. Although a full national Bond Counsel listing would be too lengthy to include in this response, we would be pleased to provide it to the County, together with issuer contacts, upon request.

SQUIRE PATTON BOGGS
PHOENIX, ARIZONA OFFICE
BOND COUNSEL EXPERIENCE 2007-PRESENT
(In Addition to the particular transactions discussed above)

Issuer	Issue	Date	Amount
Arizona Health Facilities Financing Authority	Yuma Regional Medical Center Tax-Exempt Equipment Financing	09/30/15	\$20,000,000
State of Arizona (acting by and through the Department of Administration)	Refunding Certificates of Participation, Series 2015	07/29/15	\$163,995,000
The Industrial Development Authority of the County of Yavapai	Hospital Revenue Bonds (Northern Arizona Healthcare System), Series 2015A	06/30/15	\$80,395,000
The Industrial Development Authority of the County of Yavapai	Variable Rate Hospital Revenue Refunding Bonds (Northern Arizona Healthcare System), Series 2015B	06/30/15	\$45,615,000
City of Phoenix Civic Improvement Corporation	Subordinated Excise Tax Revenue Refunding Bonds, Series 2015A	05/12/15	\$319,305,000
City of Phoenix Civic Improvement Corporation	Subordinated Excise Tax Revenue Refunding Bonds, Series 2015B (Taxable)	05/12/15	\$60,895,000
Arizona Transportation Board	Highway Revenue Refunding Bonds, Series 2015	01/28/15	\$377,500,000
Arizona Transportation Board	Transportation Excise Tax Revenue Refunding Bonds (Maricopa County Regional Area Road Fund), Series 2014	12/18/14	\$376,785,000

Issuer	Issue	Date	Amount
Water Infrastructure Finance Authority of Arizona	Water Quality Revenue Refunding Bonds, Series 2014A	12/04/14	\$342,565,000
The Industrial Development Authority of the City of Phoenix	Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2014A	05/08/14	\$90,000,000
The Industrial Development Authority of the City of Phoenix	Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2014B	05/08/14	\$90,000,000
The Industrial Development Authority of the City of Yuma	Hospital Revenue Bonds (Yuma Regional Medical Center), Series 2014A	02/05/14	\$73,030,000
The Industrial Development Authority of the City of Yuma	Variable Rate Hospital Revenue Bonds (Yuma Regional Medical Center), Series 2014B	02/05/14	\$51,885,000
The Industrial Development Authority of the City of Yuma	Variable Rate Hospital Revenue Bonds (Yuma Regional Medical Center), Series 2014C	02/05/14	\$51,885,000
The Industrial Development Authority of the County of Yavapai	Variable Rate Hospital Revenue Refunding Bonds (Yavapai Regional Medical Center), Series 2013B	09/19/13	\$20,400,000
University Medical Center Corporations	Hospital Revenue Bonds, Series 2013	08/27/13	\$32,695,000
Peoria Unified School District No. 11 of Maricopa County, Arizona	School Improvement Bonds, Series 2013	08/08/13	\$44,200,000
City of Phoenix Civic Improvement Corporation	Transit Excise Tax Revenue Refunding Bonds, Series 2013 (Light Rail Project)	07/16/13	\$328,920,000
Arizona Board of Regents	University of Arizona SPEED Revenue Bonds (Stimulus Plan for Economic and Educational Development), Series 2013	05/30/13	\$70,125,000
Arizona School Facilities Board	Taxable State School Improvement Revenue Refunding Bonds, Series 2013	04/11/13	\$316,165,000
Arizona Board of Regents	University of Arizona System Revenue Bonds, Series 2013A and Series 2013B (Arizona Cancer Center)	04/10/13	\$104,160,000
Arizona Sports and Tourism Authority	Subordinate Tax Revenue Refunding Bonds (Professional Baseball Training Facilities Project), Series 2013	04/03/13	\$12,485,000
Arizona Health Facilities Authority	Variable Rate Revenue Refunding Bonds (Phoenix Children's Hospital), Series 2013A-1, Series 2013A-2 and Series 2013A-3, and Hospital Revenue Bonds (Phoenix Children's Hospital), Series 2013	02/26/13	\$225,000,000 \$50,000,000

Issuer	Issue	Date	Amount
State of Arizona, Department of Administration	Refunding Certificates of Participation, Series 2013A and Series 2013B	02/13/13	\$62,630,000
Arizona Transportation Board	Subordinated Highway Revenue Bonds, Tax-Exempt Series 2013A and Taxable Series 2013B	01/29/13	\$715,470,000
Arizona Board of Regents	University of Arizona System Revenue Refunding Bonds, Taxable Series 2012C	01/17/13	\$43,920,000
The Industrial Development Authority of the City of Chandler, Arizona	Industrial Development Revenue Bonds, Series 2007 (Intel Corporation Project)	12/03/12	\$125,000,000
Arizona Health Facilities Authority	Hospital Revenue Refunding Bonds (Phoenix Children's Hospital), Series 2012A	09/06/12	\$284,605,000
City of Phoenix Civic Improvement Corporation	Senior Lien Excise Tax Revenue Refunding Bonds, Series 2012	06/21/12	\$15,205,000
	Subordinated Excise Tax Revenue Refunding Bonds, Series 2012A		\$17,510,000
	Subordinated Excise Tax Revenue Refunding Bonds, Series 2012B (Taxable)		\$33,095,000
Arizona Board of Regents	Refunding Certificates of Participation (University of Arizona Projects), Series 2012A-1	06/20/2012	\$2,145,000
	Refunding Certificates of Participation (University of Arizona Projects), Series 2012A-2		\$10,190,000
	Refunding Certificates of Participation (University of Arizona Projects), Series 2012B		\$20,600,000
	Refunding Certificates of Participation (University of Arizona Projects), Series 2012C		\$124,940,000
Arizona Sports and Tourism Authority	Senior Revenue Refunding Bonds (Multipurpose Stadium Facility Project) Series 2012A	06/05/2012	\$176,740,000
Arizona Transportation Board	Grant Anticipation Refunding Notes, Series 2012	05/30/2012	\$43,825,000
Arizona Board of Regents	University of Arizona System Revenue Bonds, Series 2012A	04/25/2012	\$74,050,000
	University of Arizona System Revenue Refunding Bonds, Taxable Series 2012B		\$21,860,000

Issuer	Issue	Date	Amount
The Industrial Development Authority of the City of Tempe, Arizona	Revenue Refunding Bonds (Friendship Village of Tempe), Series 2012A	03/22/2012	\$72,570,000
	Revenue Refunding Bonds (Friendship Village of Tempe), Series 2012A		\$4,460,000
Water Infrastructure Finance Authority of Arizona	Water Quality Revenue Refunding Bonds, Series 2012A	03/07/2012	\$164,610,000
	Water Quality Revenue Bonds, Series 2012B (Taxable)		\$47,600,000
The Industrial Development Authority of the County of Yavapai Hospital Revenue Bonds	Northern Arizona Healthcare System, Series 2008B Delivery of Alternate Credit Facility	12/14/2011	\$48,945,000
Arizona Transportation Board	Subordinated Highway Revenue Bonds, Tax-Exempt Series 2011A and Taxable Series 2011B	11/29/2011	\$555,900,000
Arizona Transportation Board	Transportation Excise Tax Revenue Bonds (Maricopa County Regional Area Road Fund), 2011 Series	10/13/2011	\$159,460,000
The Industrial Development Authority of the County of Yavapai	Hospital Revenue Refunding Bonds (Northern Arizona Healthcare System), Series 2011	10/12/2011	\$72,175,000
University Medical Center Corporation	Hospital Revenue Bonds, Series 2011	08/09/2011	\$73,275,000
Vail Unified School District No. 20 of Pima County, Arizona	School Improvement Bonds Project of 2009, Series B (2011) and Certificates of Ownership of Supplement Interest Payments Pertaining Thereto	06/22/11	\$5,000,000
			\$125,000
Arizona Board of Regents	University of Arizona SPEED Revenue Bonds (Stimulus Plan for Economic and Educational Development), Series 2011	06/15/11	\$39,595,000
City of Phoenix Civic Improvement Corporation	Senior Lien Excise Tax Revenue Bonds, Series 2011A	06/07/11	\$27,530,000
	Senior Lien Excise Tax Revenue Bonds, Series 2011B (Taxable)		\$59,195,000
	Senior Lien Excise Tax Revenue Refunding Bonds, Series 2011C		\$24,305,000
	Senior Lien Excise Tax Revenue Refunding Bonds, Series 2011D (Taxable)		\$22,805,000
	Subordinated Excise Tax Revenue Refunding Bonds, Series 2011 (Taxable)		\$27,500,000
Arizona Transportation Board	Grant Anticipation Notes, Series 2011A	01/26/11	\$158,585,000
The Industrial Development Authority of the County of Yavapai	Conversion, Reissuance and Sale of Hospital Revenue Refunding Bonds (Yavapai Regional Medical Center) Series 2008A	01/03/11	\$20,400,000

Issuer	Issue	Date	Amount
The Industrial Development Authority of the City of Chandler, Arizona	Conversion of Industrial Development Revenue Bonds, Series 2005 (Intel Corporation Project)	12/01/10	\$156,570,000
The Industrial Development Authority of the County of Yavapai	Variable Rate demand Revenue Bonds, Series 2010 (Skanon Investments, Inc. - Drake Cement Project)	11/18/10	\$40,000,000
Arizona Transportation Board	Transportation Excise Tax Revenue Bonds (Maricopa County Regional Area Road Fund), Series 2010	10/14/10	\$180,000,000
Arizona School Facilities Board	Certificates of Participation, Series 2010 (Federally Taxable - Qualified School Construction Bonds - Direct Payment)	10/07/10	\$91,325,000
The Industrial Development Authority of the City of Scottsdale, Arizona	Hospital Revenue Refunding Bonds (Scottsdale Healthcare), Series 2010	09/30/10	\$34,310,000
The Industrial Development Authority of the City of Scottsdale, Arizona	Hospital Revenue Bonds (Scottsdale Healthcare), Series 2006C-E	08/26/10	\$110,275,000
Arizona School Facilities Board	Refunding Certificates of Participation, Series 2010	08/03/10	\$58,785,000
Water Infrastructure Finance Authority of Arizona	Water Quality Revenue Bonds, Series 2010A	07/28/10	\$138,665,000
Water Infrastructure Finance Authority of Arizona	Water Quality Revenue Refunding Bonds, Series 2010A	07/28/10	\$42,325,000
State of Arizona (acting by and through the Director of the Department of Administration)	Certificates of Participation, Series 2010B	06/29/10	\$289,705,000
Arizona Board of Regents	University of Arizona SPEED Revenue Bonds (Stimulus Plan for Economic and Educational Development), Taxable Series 2010 (Build America Bonds - Direct Payment)	06/23/10	\$147,475,000
State of Arizona (acting by and through the Director of the Department of Administration)	State Lottery Revenue Bonds, Series 2010A	06/15/10	\$425,420,000
City of Phoenix, Arizona	Arizona Improvement District Improvement Bond, Series 1304	05/27/10	\$163,379.03

Issuer	Issue	Date	Amount
Vail Unified School District No. 20 of Pima County, Arizona	School Improvement Bonds, Project of 2009, Tax-Exempt, Series A-1 (2010)	03/17/10	\$3,120,000
	School Improvement Bonds, Project of 2009, Federally Taxable, Series A-2 (2010) (Build America Bonds - Direct Payment)		\$6,880,000
	Refunding Bonds, Tax-Exempt, Series 2010		\$5,325,000
State of Arizona, Department of Administration	Certificates of Participation, Series 2010A	01/26/10	\$709,090,000
State of Arizona	Arizona State Treasurer's Warrant Notes, Series 2009-2010	11/24/09	\$700,000,000
The Industrial Development Authority of the County of Yavapai	Hospital Revenue Bonds (Yavapai Regional Medical Center) Series 1997B and	09/17/09	Reissuance and Conversion of \$16,400,000
	Arizona Health Facilities Authority Hospital Revenue Bonds Series 2002 (Yavapai Regional Medical Center)		\$6,385,000
Water Infrastructure Finance Authority of Arizona	Water Quality Revenue Refunding Bonds Series 2009A	07/29/09	\$39,655,000
Water Infrastructure Finance Authority of Arizona	Water Quality Revenue Bonds Series 2009A	07/29/09	\$148,785,000
Arizona Transportation Board Dated: June 23, 2009 Capacity:	Transportation Excise Tax Revenue Bonds (Maricopa County Regional Area Road Fund) 2009 Series	06/23/09	\$440,000,000
Loan Commissioners of the State of Arizona	Refunding Indebtedness Bonds, Series A 2009, issued for Grand Canyon Unified School District No. 4 of Coconino County, Arizona	06/02/09	\$955,000
University Medical Center Corporation (Tucson, Arizona)	Hospital Revenue Bonds Series 2009	05/28/09	\$61,800,000
Midwestern University Foundation	Foundation Adjustable Rate Education Loan Revenue Bonds, Senior Series 2009A (Taxable)	05/21/09	\$65,000,000
Arizona Board of Regents	University of Arizona System Revenue Bonds, Series 2009A	05/14/09	\$202,370,000
Arizona Transportation Board	Grant Anticipation Notes, Series 2009A	05/12/09	\$55,420,000

Issuer	Issue	Date	Amount
Vail Unified School District No. 20 of Pima County, Arizona	School Improvement Bonds, Project of 2005, Series D (2009)	03/18/09	\$7,135,000
The Industrial Development Authority of the County of Yavapai	Hospital Revenue Bonds (Northern Arizona Healthcare System) Series 2008B	01/08/09	\$52,795,000
The Industrial Development Authority of the City of Yuma, Arizona	Hospital Revenue Refunding Bonds (Yuma Regional Medical Center) Series 2008	12/11/08	\$109,025,000
Arizona School Facilities Board	Certificates of Participation, Series 2008	11/25/08	\$580,035,000
The Industrial Development Authority of the County of Maricopa	Variable Rate Demand Revenue Bonds (Valley of the Sun YMCA), Series 2008	10/30/08	\$30,000,000
City of Phoenix, Arizona	Improvement District Improvement Bond, Series 1303	10/01/08	\$22,097
Arizona Transportation Board	Highway Revenue Bonds Series 2008B	09/25/08	\$181,050,000
Vail Unified School District No. 20 of Pima County, Arizona	School Improvement Bonds, Project of 2005, Series C (2008) (Bank Qualified)	09/04/08	\$9,835,000
The Industrial Development Authority of the City of Phoenix, Arizona	Single Family Mortgage Revenue Bonds (Draw Down Facility) Series 2008B-1 (AMT) and Series 2008B-2 (Non-AMT)	07/29/08 09/23/08	\$200,000,000
The Industrial Development Authority of the County of Yavapai	Hospital Revenue Refunding Bonds (Northern Arizona Healthcare System) Series 2008A	07/25/08	\$57,096,704
The Industrial Development Authority of the County of Pima	Revenue Bond (Family Life Broadcasting, Inc. Project) Series 2008	06/20/08	\$4,000,000
The Industrial Development Authority of the City of Scottsdale, Arizona	Hospital Revenue Refunding Bonds (Scottsdale Healthcare) Series 2008A	06/04/08	\$150,935,000
Arizona Transportation Board	Highway Revenue Bonds Series 2008	05/21/08	\$193,950,000
Arizona Sports and Tourism Authority	Senior Variable Rate Demand Revenue Refunding Bonds (Multipurpose Stadium Facility Project) Series 2008	05/15/08	\$53,050,000
The Industrial Development Authority of the County of Yavapai	Hospital Revenue Bonds (Yavapai Regional Medical Center) Series 2008B	05/08/08	\$30,000,000
State of Arizona	Certificates of Participation, Series 2008A	04/30/08	\$238,990,000

Issuer	Issue	Date	Amount
Water Infrastructure Finance Authority of Arizona	Water Quality Revenue Bonds, Series 2008A	04/30/08	\$238,710,000
Arizona Board of Regents	University of Arizona System Revenue Refunding Bonds, Series 2008B	04/30/08	\$18,090,000
The Industrial Development Authority of the County of Yavapai	Variable Rate Demand Hospital Revenues Refunding Bonds (Yavapai Regional Medical Center) Series 2008A	02/06/08	\$20,400,000
Arizona Board of Regents	University of Arizona System Revenue Bonds, Series 2008A	01/30/08	\$43,105,000
Arizona Health Facilities Authority	Variable Rate Demand Senior Living Revenue Bonds (Royal Oaks Life Care Community Project) Series 2008	01/30/08	\$12,500,000
Laveen Elementary School District No. 59 of Maricopa County, Arizona	School Improvement Bonds, Project of 2005, Series C (2008)	01/24/08	\$3,750,000
Arizona Transportation Board	Grant Anticipation Notes Series 2008A	01/08/08	\$68,000,000
The Industrial Development Authority of the City of Chandler, Arizona	Industrial Development Revenue Bonds, Series 2007 (Intel Corporation Project)	12/06/07	\$125,000,000
Arizona Transportation Board	Transportation Excise Tax Revenue Bonds (Maricopa County Regional Area Road Fund) 2007 Series	11/27/07	\$370,000,000
The Industrial Development Authorities of the City of Phoenix, Arizona and the County of Maricopa	Single Family Mortgage Revenue Bonds, Series 2007A-2	11/14/07	\$60,000,000
Arizona School Facilities Board	State School Trust Revenue Refunding Bonds, Series 2007	11/08/07	\$82,880,000
The Industrial Development Authority of the City of Yuma, Arizona	Subordinated Health Facility Revenue Bonds, Series 2007 (Yuma Regional Outpatient Surgical Center, LLC)	10/25/07	\$1,430,000
The Industrial Development Authority of the City of Phoenix, Arizona	Student Housing Revenue Bonds (Downtown Phoenix Student Housing, LLC - Arizona State University Project) Series 2007D	10/02/07	\$22,700,000
The Industrial Development Authorities of the City of Phoenix, Arizona and the County of Maricopa	Single Family Mortgage Revenue Bonds, Series 2007A-1	9/27/07	\$40,000,000
Arizona Health Facilities Authority	Weekly Adjustable Rate Revenue Refunding Bonds, Series 2007 (The Terraces)	9/26/07	\$41,000,000

Issuer	Issue	Date	Amount
The Industrial Development Authority of the City of Phoenix, Arizona	Student Housing Revenue Bonds (Downtown Phoenix Student Housing, LLC - Arizona State University Project) Series 2007A, 2007B, 2007C	9/19/07	\$77,415,000 \$785,000 \$41,625,000
The Industrial Development Authority of the City of Scottsdale, Arizona	Hospital Revenue Refunding Bonds (Scottsdale Healthcare) Series 2007A	8/1/07	\$39,375,000
The IDAs of the City of Phoenix, AZ, the County of Maricopa and the County of Pima	Single Family Mortgage Revenue Bonds, Series 2007-4	7/26/07	\$50,000,000
The Industrial Development Authority of the County of Pima	Education Revenue Bonds (Center for Academic Success Project), Series 2007	7/12/07	\$9,000,000
City of Phoenix Civic Improvement Corporation	Senior Lien Excise Tax Revenue Refunding Bonds, Series 2007 Subordinated Excise Tax Revenue Bonds, Series 2007A Series 2007B Series 2007C (Taxable)	6/27/07	\$21,115,000 \$71,820,000 \$35,670,000
Laveen Elementary School District No. 59 of Maricopa County, Arizona	School Improvement Bonds, Project of 2005, Series B (2007)	6/21/07	\$3,500,000
The Industrial Development Authorities of the City of Phoenix, Arizona, the County of Maricopa and the County of Pima	Single Family Mortgage Revenue Bonds, Series 2007-3	06/14/07	\$50,000,000
The IDA of the County of Pima	Education Revenue Bonds (Heritage Elementary School Project), Series 2007	5/31/07	\$17,000,000
The Industrial Development Authorities of the City of Phoenix, Arizona, the County of Maricopa and the County of Pima	Single Family Mortgage Revenue Bonds, Series 2007-2	5/3/07	\$50,000,000
Arizona Board of Regents	University of Arizona System Revenue Bonds, Series 2007	4/26/07	\$31,010,000
Arizona Board of Regents	Refunding Certificates of Participation (University of Arizona Projects), Series 2007A Series 2007B Series 2007D	04/26/07	\$12,035,000 \$50,150,000 \$42,895,000
The Industrial Development Authorities of the City of Phoenix, Arizona, the County of Maricopa and the County of Pima	Single Family Mortgage Revenue Bonds, Series 2007-1	3/20/07	\$50,000,000

Issuer	Issue	Date	Amount
The Industrial Development Authority of the County of Pima	Education Revenue Bonds (Basis School, Inc. Project) Series 2007	2/28/07	\$8,500,000
Arizona Health Facilities Authority	Hospital Revenue Bonds (Phoenix Children's Hospital) Series 2007 Series 2007A Series 2007B Series 2007C	1/31/07	\$225,000,000
			\$125,000,000
			\$100,000,000
Arizona Sports and Tourism Authority	Senior Revenue Refunding Bonds (Multipurpose Stadium Facility Project) Series 2007A	1/9/07	\$90,000,000

Squire Patton Boggs is one of the oldest, largest and best-known national and global law firms, as well as one of the most respected public finance law firms in the United States.

Squire Patton Boggs was founded in 1890 and is currently one of the largest international law firms with approximately 1300 attorneys who represent the interests of clients throughout the world. Squire Patton Boggs maintains 16 U.S. offices in Phoenix, Arizona; Los Angeles, Palo Alto and San Francisco, California; Miami, Tampa and West Palm Beach, Florida; Chicago, Illinois; Boston, Massachusetts; New York, New York; Cincinnati, Cleveland and Columbus, Ohio; Houston, Texas; Tysons Corner, Virginia; and Washington, D.C. In addition, the firm has offices in major cities in Europe and the Middle East (16) and Asia Pacific (7).

For over 100 years, Squire Patton Boggs has been a nationally recognized bond counsel firm and is one of the largest and best-known bond counsel firms in the nation. The firm currently has 70 bond lawyers, located in ten of our U.S. offices, who devote their practice to tax-exempt financings of state and local governments. In addition, 20 lawyers, including a nucleus of four tax lawyers whose practices are devoted almost exclusively to public finance, make up the Squire Patton Boggs Public Finance Tax Group, which is recognized as one of the finest public finance tax groups in the nation.

In addition to our tax-exempt municipal finance practice, the firm's diverse practice includes other general legal areas: public sector, business, environmental law, federal regulation, employee benefits, taxation and trusts, labor, litigation and international law. The firm's lawyers concentrate their respective practices in a wide array of legal specialties, including: municipal bonds and other public sector matters; corporate, commercial, business law, securities and tax; real estate; litigation and administrative law; public and private employee benefits programs; bankruptcy and creditor rights; communications; intellectual property; and anti-trust.

The firm organizes its lawyers into practice groups that focus on substantive areas of law (such as public finance, corporate, tax and real estate) and client industry groups that focus on types of clients (such as telecommunications, energy and health care). These practice areas and client groups include lawyers from all offices throughout the firm who are in regular communication and interaction with one another. By organizing the delivery of our legal services around practice areas and practice groups, our lawyers can, and routinely do, marshal the vast expertise and experience of lawyers throughout the firm for the benefit of a client's changing and unique needs.

Squire Patton Boggs' continuing goal is to provide quality "value added" legal services in a responsive and cost-effective manner. Because each client's needs are unique, we are – and must be – flexible and creative in the provision of our legal services. Our client service philosophy stresses the timely and efficient

delivery of the quality legal services that provide value to our clients. We seek to exceed our clients' expectations. We take pride in our ability to provide first-rate attentive service to our clients in a cost-effective manner. Attorneys and legal assistants routinely work night and weekend hours when necessary to provide timely service, and we have word processing support staff available 24 hours a day. It is this constant availability, and our national (and indeed international) client service delivery approach, that enables us to provide the County with both the prompt and personal service the County should expect from an Arizona firm and the quality and breadth of service it should expect from a national and international law firm.

Because the public finance industry is greatly affected by federal laws and regulations, our lawyers, and particularly those in our Washington, D.C. office, have long been active in dealing with the Treasury Department, the Internal Revenue Service, the Securities and Exchange Commission and Congress on matters affecting financings by the County. Squire Patton Boggs can marshal this vast and varied experience of its bond lawyers throughout the country to develop creative solutions for the County.

The firm's philosophy stresses the timely and efficient delivery of the quality legal services that our clients expect and which provide value to our clients. To better achieve those goals, the firm operates as a single unit, rather than as a loose confederation of separate offices or practice groups that interact with each other only rarely.

If the County decides to engage us as its Bond Counsel, the County will have at its disposal all of the experience and expertise of one of the oldest and most experienced Bond Counsel firms in the United States. Squire Patton Boggs has been recognized nationally for over 100 years as a firm whose bond opinions are acceptable to purchasers of municipal bonds. The national scope of our Bond Counsel practice includes experience at virtually every level of state and local government in over 35 states.

Generally, the scope of services we provide as Bond Counsel for a transaction involves all pertinent aspects of the transaction not otherwise provided by other professionals. In most instances, we would participate in an analysis of financing alternatives and an evaluation of financing structures under both state law and federal tax law, act as principal drafters of the legal documents pertinent to authorization and issuance of the securities, review the legal aspects of the bond sale including marketing documents, supervise all legal proceedings, prepare the closing documentation and render all required Bond Counsel opinions. Essentially, as Bond Counsel, we undertake all activities in connection with the legal aspects of the proper authorization, issuance and delivery of municipal securities. If Squire Patton Boggs is chosen to serve as the County's Bond Counsel, our attorneys will work closely with the County's staff, financial advisor, trustee and other professionals to make sure that each transaction proceeds on the time schedule required by the County.

More specifically, we will render all of the services set forth in the "Scope of Work" portion of the Request. The preparation of the required legal documents would include a detailed analysis of the Constitutional and statutory framework governing each issue of bonds, a review of previous similar financings and consultation with the County's staff and investment banker or financial advisor. A projected calendar of the various dates for each step of the proceedings would be formulated at the outset and drafts of proceedings submitted to the designated parties in ample time for their examination and comment. Meetings and hearings would be held as required and final documents delivered in sufficient time for their orderly adoption in accordance with Arizona law and Board of Supervisors procedures, or, if the issuer is another affiliate or instrumentality of the County, the statutory or other rules or procedures governing that issuing entity.

With respect to the progression of tasks and efforts for a bond, note or certificate of participation transaction, the logical progression usually will involve a rendering by the firm of all of the following services, which we believe includes each of the services set forth in the Request:

1. We will advise and assist the County and its financing team in structuring the proposed financing issue (the "Issue"), including reviewing and fully understanding all State and federal laws and other requirements applicable to the County and the Issue, attending meetings of the financing team at which financing documents are discussed and reviewed, assisting with public hearings and public notices required for the Issue and attending meetings of the Board at which the Issue is authorized.

2. We will prepare the initial, subsequent and final drafts of the various legal documents essential to the authorization, sale and issuance of the Issue, with the precise nature of these documents to depend on the form of financing transaction agreed upon by the parties.

3. We will draft or assist in the development of suggested forms for customary closing documents including incumbency, no litigation, tax compliance and other certificates, required IRS 8038 forms (e.g., 8038-G) and other legal documents comprising the Transcript of Proceedings that evidences the legal authority of the County to authorize, issue, sell and deliver the Issue.

4. As a part of our engagement as Bond Counsel, we will review and comment upon those portions of the offering circular, placement memorandum or official statement (the "Disclosure Document") insofar as it describes the Issue, legal matters relating to approving opinions and tax exempt status and summarizes the terms of the underlying legal financing documents prepared by us.

5. We will confer with underwriters, financial advisors and other parties with respect to the financing and review financing documents for compliance with the County's requirements.

6. We will assist and participate, as requested by the County, in activities relating to any contemplated credit enhancement and investment agreements, including the review of credit enhancement documents and document negotiation.

7. We will render a legal opinion as Bond Counsel that the Issue is legal, valid and binding and enforceable in accordance with its terms, subject to customary exceptions for bankruptcy and creditors' rights, and that, as applicable, the interest on the Issue is not included in gross income for federal and Arizona state income tax purposes.

8. We will render such supplemental legal opinions as are customarily given by Bond Counsel, including that the Issue is exempt from registration under federal securities laws and that the summaries contained in the Disclosure Document of the terms of the Issue, its security and the financing documents that are prepared by us are accurate.

9. We will assist the County in obtaining from governmental authorities any approvals that may be required for the legal issuance of the Issue, including providing applicable notices and conducting TEFRA hearings, if required.

10. We will provide such other legal advice and assistance as may be necessary or desirable in connection with the issuance and sale of the Issue, including advising the County of any legal or regulatory developments that may affect the financing.

11. We will assist in the preparation for and in the presentation to the rating agencies to the extent requested by the County.

12. We will provide consultation in connection with the sale of the Issue regarding review and comment on the bond purchase or placement agreement that is submitted by the underwriter or proposed purchaser and any continuing disclosure undertaking required by the underwriter or proposed purchaser.

13. We will arrange for and supervise the financing closing, including the execution of all documents.

14. We will assemble a Transcript of Proceedings and distribute the same to appropriate parties.

15. We will perform such other functions as are reasonably requested by the County. In the case of an advance refunding, if applicable, the firm's services might also include detailed assistance with the structuring of the refunding escrow portfolio and the computation of bond yield, escrow yield and, where appropriate, transferred proceeds adjustments. The appropriate attorneys will work very closely with the County's staff, the County's financial advisor and the underwriter in reviewing the sources and uses of funds and the alternative financing techniques with a view toward maximizing the savings to be achieved through the refunding while complying with the very technical limitations imposed by federal arbitrage restrictions.

In addition to the services described above for a specific transaction, as Bond Counsel to the County we will provide continuing advice as to bond matters between sales and continuing update information concerning pending federal and state legislation and other current developments relating to both municipal finance and other areas of concern to the County.

Squire Patton Boggs (US) LLP

Pinal County
Solicitation Serial ROQ-151721
Specialty Legal Services
March 29, 2016

**SERIAL ROQ-151721, SPECIALTY LEGAL SERVICES –
Response To Part 5
Resumes**



Timothy E. Pickrell

Senior Partner, Phoenix, Arizona
T +1 602 528 4031
timothy.pickrell@squirepb.com

Practice Focus

- Public Finance
- Financial Services
- Local Government

Education

- Vanderbilt University, J.D., 1974
- Wabash College, B.A., 1971

Admissions

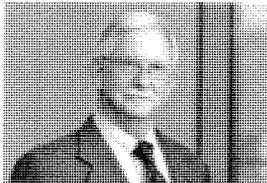
- Arizona, 1985
- U.S. Dist. Ct., Dist. of Arizona, 1987
- U.S. Dist. Ct., N. Dist. of Illinois, 1974

Named a 2014 Southwest Super Lawyer by Thomson Reuters, a distinction honoring the top 5 percent of lawyers in the state.

Timothy E. Pickrell focuses his practice on tax-exempt and taxable financings for businesses and state and local governments. His experience includes handling general obligation, special tax and revenue bonds for municipal, education, airport, transportation, healthcare, housing, industrial development, sports facility and nonprofit corporate purposes. His clients include commercial and investment banks, debt issuers, bond underwriters, indenture trustees and providers of credit enhancement in both public debt offerings and private placement transactions.

Timothy has lectured at numerous legal, banking, accounting and governmental seminars on state and federal law topics related to public finance, including federal tax rules and federal securities laws applicable to the issuance and sale of debt instruments.

Timothy is a Fellow of the American College of Bond Counsel. He is a member of the State Bar of Arizona's Business Law and Securities Regulation Sections, the National Association of Bond Lawyers, the Maricopa County Bar Association and the Pima County Bar Association. Timothy has been named in *The Best Lawyers in America* since 2005 and is a *Best Lawyers 2016* "Lawyer of the Year" for Public Finance Law – Phoenix. He is also listed in *Southwest Super Lawyers*.



Charles E. James, Jr.

Partner, Phoenix, Arizona USA
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charles.james@squirepb.com

Practice Focus

- Public Finance
- Community Development & Affordable Housing
- Financing & Transactions
- Healthcare Finance
- Local Government

Education

- The University of Arizona, J.D., with high distinction, Order of the Coif, *Arizona Law Review*, 1973
- Occidental College, B.A., 1970

Admissions

- Arizona, 1973
- U.S. Dist. Ct., Dist. of Arizona
- U.S. Ct. of App., Ninth Circuit
- U.S. Tax Court
- U.S. Ct. of App., District of Columbia Circuit

Named a 2014 Southwest Super Lawyer by Thomson Reuters, a distinction honoring the top 5 percent of lawyers in the state.

Charles (Chuck) James has broad experience in public finance, having served as bond counsel for state agencies and universities; clean water and drinking water revolving funds; counties, cities, school districts and special districts; student loan agencies; hospitals, nursing facilities and retirement centers; and housing finance agencies.

Chuck is an elected Fellow of the American College of Bond Counsel. He has been listed *The Best Lawyers in America* and selected by his peers for inclusion in *Southwest Super Lawyers*, a distinction honoring the top 5 percent of lawyers in the region, each year since 2007. In addition, he is named *Best Lawyers' 2013 Phoenix Public Finance Law Lawyer of the Year*.

Chuck has also represented borrowers, underwriters, credit enhancers, trustees and other public finance participants; provided representation and consultation in public finance-related litigation; and participated in the legislative process affecting public finance by consulting on and drafting legislative proposals and testifying before legislative bodies.

He has been a member of the National Association of Bond Lawyers since its formation in 1979; has served as a panelist, panel chair and steering committee member for the annual Bond Attorneys Workshop on subjects including qualified 501(c)(3) bonds, student loan bonds and legal opinions; and has been invited to speak at a number of programs on issues related to state and local government finance.



Pedro J. Miranda

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Houston, Texas USA

Practice Focus

- Public Finance
- Financial Services
- Local Government
- Projects
- Public Sector Fiscal Stability Initiative

Education

- University of Florida, J.D., 1999, B.A., with honors, 1996

Admissions

- Arizona, 2012
- Florida, 1999
- Texas, 2011

Languages

- English
- Spanish

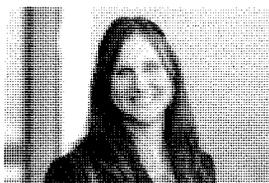
Pedro Miranda focuses his practice on Public Finance. He has served as bond counsel and underwriter's/purchaser's counsel on financings by governmental bodies in Arizona, Florida, Texas and the Commonwealth of Puerto Rico.

He has broad experience representing issuers and underwriters/purchasers on both new money public financings and refundings. His experience includes financings secured by project revenues, special sales taxes, general obligation bonds and special assessment bonds. He has worked on financings for highways, electric power facilities, water and sewer facilities, healthcare facilities, airports and sports facilities and 501(c)(3) universities. His experience includes subordinate loans, fixed and variable rate transactions, tax exempt and taxable financings.

His clients have included the Arizona Department of Transportation, the Commonwealth of Puerto Rico and its agencies, Miami-Dade County, the Cities of Fort Lauderdale, Sunrise and Hollywood, and numerous special districts in Florida.

REPRESENTATIVE EXPERIENCE

- Represented the Puerto Rico Highways and Transportation Authority as bond counsel on the issuance on three series of bonds aggregating US\$1.5 billion and secured by tolls and other highway and other related revenues.
- Represented the Arizona Department of Transportation on its two most recent financings – Subordinated Highway Revenue Bonds, US\$602 million Tax Exempt Series 2013A and US\$112 million Taxable Series 2013B.
- Represented Miami-Dade County, Florida as bond counsel on the issuance, in multiple series, of US\$461 million Transit Sales Surtax Revenue Bonds.
- Represented the Puerto Rico Electric Power Authority as bond counsel on a series of transactions in which the agency funded its capital needs through subordinate loans made by various bank lenders. These loans were secured by notes issued under the agency's existing master trust indenture and were subordinate to the agency's outstanding bonds. These borrowings exceeded US\$900 million in the aggregate.
- Represented Miami-Dade County, Florida as bond counsel on its issuance, in multiple series, of approximately US\$275,500,000 of Subordinate Special Obligation Bonds. These bonds were secured by a subordinate pledge of a sales tax on the leasing of transient rental accommodations.



Practice Focus

- Public Finance
- Financing & Transactions
- Healthcare Finance

Education

- The University of Arizona, J.D., *magna cum laude*, staff writer, *Arizona Law Review*, 2009, B.S., *magna cum laude*, 2006

Admissions

- Arizona, 2009

Jennifer R. Cospers

Senior Associate, Phoenix, Arizona

T +1 602 528 4880

jennifer.cospers@quirepb.com

Selected by peers as a rising star, the top 2.5 percent of lawyers age 40 or less, or in practice 10 years or less, and listed in the 2014 edition of Southwest Super Lawyers – Rising Stars.

Jennifer Cospers focuses her practice on public finance matters in Arizona for cities, counties, school districts, universities and state agencies. In her capacity as bond counsel and underwriter's counsel, Jennifer has experience with current and advance refundings, master trust indentures, certificates of participation, tax-exempt and taxable financings and disclosure.

Jennifer is a member of the Arizona Bar Association.

REPRESENTATIVE EXPERIENCE

- Represented Piper Jaffray & Co. as underwriters' counsel on the issuance of approximately US\$278 million of City of Phoenix, Arizona general obligation refunding bonds.
- Represented Pima County, Arizona as bond counsel on the issuance of approximately US\$52 million of certificates of participation, US\$24.8 million of street and highway revenue bonds and US\$10 million of general obligation bonds.
- Represented the City of Phoenix Civic Improvement Corporation as bond counsel on the issuance of approximately US\$328.9 million of transit excise tax revenue refunding bonds.
- Represented the Arizona School Facilities Board as bond counsel on the issuance of approximately US\$316 million of state school improvement revenue refunding bonds and US\$79.5 million of refunding certificates of participation.
- Represented the Arizona Board of Regents as bond counsel on the issuance of approximately US\$104 million of University of Arizona system revenue bonds.
- Represented the Arizona Department of Transportation as bond counsel on the issuance of approximately US\$602 million of tax-exempt series 2013A and \$112 million taxable series 2013B of subordinated highway revenue bonds.
- Represented RBC Capital Markets, LLC as underwriter's counsel on approximately US\$128.7 million of Pima County, Arizona Sewer System Revenue Obligations.
- Represented the Arizona Health Facilities Authority as bond counsel and hospital counsel on approximately US\$284.6 million of Hospital Revenue Refunding Bonds (Phoenix Children's Hospital).

	ROQ – 151721 Specialty Legal Services	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is made as of the latest date beneath the executions appearing at the end of the Contract, by and between:

Squire Patton Boggs (US) LLP ("Contractor"), with its principal place of business at 1 East Washington Street, 27th Floor, Phoenix, AZ 85004

AND

Pinal County ("County"), with its principal place of business at 31 North Pinal Street, Florence, AZ 85132.

SECTION 1. PURPOSE AND SCOPE

1. Contractor will furnish to the Customer by this Contract Professional Service(s) listed in the Statement of Work of the ROQ.
2. All pricing quoted in Schedule A: Pricing Supplement is valid for the term of the Contract.

SECTION 2. TERM

This Contract is effective from the date on which it is executed and will remain in effect for one year with four automatic one year renewal periods unless earlier terminated by mutual Contract of the parties.

SECTION 3. PRICING AND PAYMENT TERMS

All pricing and terms associated with this professional service requested are specified on Schedule A of the Supplement.

SECTION 4. INSURANCE

Without limiting any of the Contractor's liabilities or other obligations, Contractor shall provide and maintain the insurance coverage listed in Section 7 of the Special Terms and Conditions, as well as the coverage listed below. Such coverage shall remain in full force and effect until obligations under this Contract are satisfied. At a minimum the professional liability insurance shall be kept in force at least two years after final payment to Contractor.

1. Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor or any such person employed by him with a minimum limit of not less than One Million Dollars each claim.

All insurance shall be maintained with responsible insurance carriers qualified to do business within the State of Arizona.



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Excepting the worker's compensation coverage, insurance certificates shall endorse Contractor as insured and Customer, its officials, employees and agents as additional insured and shall stipulate that the insurance afforded Contractor shall be primary insurance and that any insurance carried by Customer, its officials, employees or agents shall be excess and not contributory insurance to that provided by Contractor.

Certificates of insurance acceptable to Customer shall be issued to Customer prior to commencement of the Project as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificates shall contain provisions that coverage afforded under the policies will not be canceled, terminated or materially altered until at least thirty (30) days prior written notice is given to the Customer.

SECTION 5. SUBCONTRACTOR INSURANCE

In addition to insurance coverage required of Contractor, as set forth above, Contractor shall require insurance coverage in the same amounts from its Subcontractors on behalf of the Customer and Subcontractor shall comply with the paragraph entitled "Insurance" above, except certificates of insurance shall be issued and delivered to Customer prior to Subcontractor's performance under this contract.

SECTION 6. INDEMNIFICATION

In addition to the requirements in Section 6.2 of the Uniform Terms and Conditions, Contractor shall indemnify, defend, save and hold harmless Customer, its officials, employees and agents, from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including attorney's fees, litigation expenses and/or arbitration expenses, which may be brought or made against or incurred by Customer on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, by reason of any omission, professional error, fault, mistake or negligent act, whether active or passive, of Contractor, its employees, agents or representatives or Subcontractor, their employees, agents or representatives in connection with or incident to the performance of Contractor's employees and/or its Subcontractor's employees, or claims under similar such laws or obligations. Such indemnity shall not be limited by reason of remuneration of any insurance coverage herein provided. Such indemnity shall be required by Contractor from its Subcontractors on behalf of the Customer. Every provision of this indemnification paragraph shall survive the termination of this Contract.

SECTION 7. NOTICE OF CLAIM

Contractor is required to notify Customer of any claim filed against Contractor or Contractor's insurance company arising from services performed under this Contract within thirty (30) days of such filing.

SECTION 8. CLAIMS/LIMITATION OF ACTION

No action shall be maintained by Contractor, its successors or assigns, against Customer on any claim based upon or arising out of this Contract or out of anything done in connection with

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this Contract unless such action shall be commenced within one year of the termination of this Contract.

SECTION 9. CANCELLATION OR TERMINATION OF CONTRACT

The County may cancel or terminate this Contract as set forth in Sections 3.6, 3.15, 4.5 and 9 of the Uniform Terms and Conditions.

SECTION 10. INCORPORATION OF UNIFORM GENERAL TERMS AND CONDITIONS

The Contractor agrees that the county's Uniform General Terms and Conditions for this ROQ are incorporated herein as if they were recited in full. If the Contractor takes exception to any such Terms and Conditions, such exception is fully explained on Response Form 1 and is subject to acceptance in writing by the County.

SECTION 11. DISPUTE RESOLUTION

Any disputes between the Customer and Contractor shall be resolved under the Pinal County Purchasing Code's Contract Dispute Process. In the event of litigation over the performance of this Contract, the prevailing party shall be entitled to attorney's fees and costs incurred during the course of litigation. This Contract shall be governed by the laws of the State of Arizona. In the event of a suit filed by either Contractor or the Customer under this Contract, the venue of such suit shall be the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona.

SECTION 12. MISCELLANEOUS

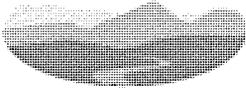
- a) **Assignability.** This contract is non-assignable in whole or in part by either party without the written consent of both parties.
- b) **Authority of Signatory.** The individuals signing this Contract and any supplements, warrant that they have been duly authorized and vested with the power to do so on behalf of their entity.
- c) **Beneficiaries.** This Contract shall inure solely to the benefit of Contractor and Customer, and shall create no rights in any other person or entity.
- d) **Comparable Treatment.** All of the prices, terms, warranties and benefits granted by Contractor herein are comparable to or better than the equivalent terms being offered by Contractor to any similar situated customer.
- e) **Exhibits, Plats, Riders and Addenda.** All plats, riders, exhibits or addenda, if any, affixed to the Contract are a part hereof.
- f) **Force Majeure.** Neither party shall be deemed in default for any delay or failure to have fulfilled its obligations under this Contract due to causes beyond its control.



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- g) **General Compliance with Laws.** Contractor is required to comply with all applicable federal and state laws and local ordinances and regulations.
- h) **Headings.** The headings for each paragraph of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Contract nor in any way affect this Contract.
- i) **Incorporation of Documents.** All documents referred to in this Contract are hereby incorporated by reference into the Contract.
- j) **Independent Contractor.** Contractor acknowledges that it is an independent Contractor; that it alone retains control of the manner of conducting its activities in furtherance of the Contract; that it as well as any persons or agents as it may employ are not employees of the Customer; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.
- k) **Retention of Records.** The Contractor and any Subcontractor shall keep and maintain all records related to the Contract as set forth in Section 3.2 of the Uniform Terms and Conditions.
- l) **Severability.** If any part of the Contract shall be adjudged by any court of competent jurisdiction to be invalid, such judgment will not affect or nullify the remainder of the Contract.
- m) **Survival.** Not as a waiver of any remedies either party may be entitled to under this Contract, the "Indemnification", "Retention of Records", and "Dispute Resolution" provisions will survive the termination of the Contract.
- n) **Time of Essence.** Under the authority of the Contract, both parties understand that time is of the essence.
- o) **Waiver.** Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all parties. The failure of either party to enforce the provisions of this Contract or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of either party to thereafter enforce the provisions of the Contract. Waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.
- p) **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Arizona as further described in Section 5-1 and 5-2 of the Uniform General Terms and Conditions.



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MODIFICATIONS to this Contract shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract for Professional Services as of the _____ day of _____, 2016.

CONTRACTOR

SQUIRE PATTON BOGGS (US) LLP

By: Timothy E. Pickrell
Timothy E. Pickrell

Title: Partner

Date: March 29, 2016

PINAL COUNTY

Todd House, Chairman
Board of Supervisors

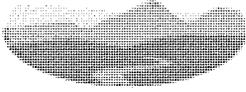
Date: _____

ATTEST:

Sheri Cluff
Clerk of the Board

Approved as to Form:

Chris Keller, Deputy County Attorney



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SCHEDULE A: PRICING SUPPLEMENT

The hourly rate of \$ see attached will be the rate for all authorized and approved Specialty Legal Services under this contract. This rate will include all costs associated with these services. *(NOTE: Respondent may provide a table of costs based on expertise of employee i.e. Senior Partner, Partner, Senior Associate or Of Counsel, Associate, Paralegal, Administrative Support.)*

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ATTACHMENT TO SCHEDULE A (PRICING SUPPLEMENT)

Because fees of Bond Counsel are typically paid from the proceeds of each financing and the amount must be fixed in advance for purposes of sizing the borrowing, we propose the following pricing for work in such capacities on each transaction:

For fixed rate for voter-approved bonds for "new money" purposes or any future bonds authorized by an election for which CONTRACTOR provided legal advice, sold by competitive sealed bids, a fee of \$1.00 per \$1,000.00 of proceeds per Issue, with a minimum fee of \$25,000.00, for the first \$50,000,000.00 of proceeds; and \$0.75 per \$1000.00 of proceeds in excess of \$50,000,000.00. If an issue of such bonds is undertaken through other than competitive sealed bids, e.g. negotiated or accelerated bidding process, the fee would be 1.25 times the foregoing rates, due to the additional documentation, such as bond purchase agreements, and drafting work incorporating comments from the additional participants involved.

This work does not include work performed on the preparation of bond election proceedings which, for certain types of bonds, is prohibited by statute from being paid from bond proceeds. The fee for work on the preparation of bond election proceedings is \$25,000.00 per election.

For financings demanding more intensive or extensive Bond counsel services, such as those through a municipal property corporation, excise tax obligations, lease-purchase agreements or certificates of participation therein, variable rate, tender option or refunding bonds, a fee for any particular financing of \$1.25 per \$1,000.00 of proceeds, with a minimum fee of \$30,000.00, for the first \$50,000,000.00 of proceeds; and \$0.90 per \$1,000.00 of proceeds for financings in excess of \$50,000,000.00. For a combined new money and refunding financing the fee will be calculated based on the proportionate share of each type bonds.

In addition, CONTRACTOR will bill for expenses at cost, such as legal advertising, and photocopy, long distance telephone, printing and out-of-state travel to the extent provided in the Contract.

(a) To the extent that COUNTY determines in advance that the fees of Bond Counsel or Disclosure Counsel on financing transactions will be paid on an hourly-rate basis in lieu of the fixed fee basis described above or (b) on transactions where COUNTY requests that the responsibilities of CONTRACTOR, as bond, 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, or (c) for legal advice not related to a particular pending transaction, such supplemental work will be billed at hourly rates discounted by at least ten percent (10%) for then-applicable standard rates. Current standard rates for individual attorneys, discounted as noted, are as follows:

<u>Key Personnel</u>	<u>Hourly Rates</u>
Tim Pickrell (Senior Partner)	\$679
Chuck James (Senior Partner)	\$679
Pedro Miranda (Partner)	\$549
Jennifer Cosper (Associate)	\$319