

September 19, 2022

City of Chandler, Arizona

175 S. Arizona Ave.

Chandler, AZ 85225

Attn: Dawn Lang, Deputy City Manager and Chief Financial Officer

Cc: Kelly Schwab, City Attorney

Re: Legal Representation – Bond Counsel

Dear Dawn:

Thank you for agreeing to engage Greenberg Traurig, LLP (“Greenberg Traurig”) as your attorneys. We appreciate the opportunity to provide legal services as bond counsel to the City of Chandler, Arizona (the “City” or “Client”).

1. **Our Agreement.** This letter sets forth the terms and conditions by which our firm will represent the City. It, together with the attached Pricing Schedule, Billing Policies, Scope of Work and Insurance Requirements, constitutes the retainer and engagement agreement (the “Agreement”) between the City and Greenberg Traurig. This is our only agreement for this engagement.

If this Agreement is acceptable, please sign and return a copy to me at your earliest convenience; the original is for your files. While we request a signed copy for our records, in the absence of you providing that, this Agreement will be effective if any services as to the Subject Matter defined below are rendered by us and accepted by the City. Either return of a signed copy or such rendering and acceptance of services will constitute the City’s assent to this Agreement and make it effective as the contract governing this engagement (“City’s Assent to this Agreement”).

2. **Scope of Engagement.**

a. **The Engagement and Matter.** Our representation of the City and this engagement will include serving as bond counsel and special counsel to the City pertaining to (i) its issuance of bonds or its incurrence of obligations, including tax advice related thereto; and (ii) general public finance matters and tax advice related thereto, all as more particularly described in the attached Scope of Work (collectively, the “Subject Matter”). The City and Greenberg Traurig may agree to limit or expand the scope of the Subject

Greenberg Traurig, LLP | Attorneys at Law

2375 East Camelback Road | Suite 800 | Phoenix, Arizona 85016 | T +1 602.445.8000 | F +1 602.445.8100

Albany. Amsterdam. Atlanta. Austin. Berlin. Boca Raton. Boston. Chicago. Dallas. Delaware. Denver. Fort Lauderdale. Houston. Las Vegas. London*. Los Angeles. Mexico City. Miami. Milan. Minneapolis. Nashville. New Jersey. New York. Northern Virginia. Orange County. Orlando. Philadelphia. Phoenix. Sacramento. San Francisco. Seoul. Shanghai. Silicon Valley. Tallahassee. Tampa. Tel Aviv. Tokyo. Warsaw. Washington, D.C. West Palm Beach. Westchester County.

Operates as: *Greenberg Traurig Germany, LLP; *A separate UK registered legal entity; *Greenberg Traurig, S.C.; *Greenberg Traurig Santa Maria; *Greenberg Traurig LLP Foreign Legal Consultant Office; *A branch of Greenberg Traurig, P.A., Florida, USA; *GT Tokyo Horitsu Jimusho; *Greenberg Traurig Grzesiak sp.k.

Matter, but that will occur and be effective only if agreed in writing by both the City and Greenberg Traurig, with a specific delineation of the nature and scope of such further services. If that occurs, unless otherwise agreed in writing, this Agreement will also apply to and govern such other or further representations. In accordance with Section 2 of the attached Scope of Work, separate matters and projects under this Agreement shall be initiated by use of a Matter Notice Letter agreed upon by the City and Greenberg Traurig.

b. **The Client.** The City as an entity is the client for this engagement, rather than any individual elected official, officer or employee of the City. We expect that most of our contact with the City will be through Kelly Schwab and you, and we will generally rely upon City staff to keep City Council informed about the advice and other legal services provided by Greenberg Traurig.

Because of the proliferation of entities partially or wholly owned or owning other entities, and the confusion and issues this creates vis-a-vis potential ethical and business conflicts of interest, Greenberg Traurig does not and will not regard an affiliate of a client entity (i.e., parent, subsidiary or other entity partially or wholly owned by or owning it) or a person owning, employed by or otherwise connected with the client (e.g. officer, director, member, partner, shareholder, owner, employee, etc.) as a client of Greenberg Traurig for any purpose unless a client-lawyer relationship has been established by an express written agreement accepting that specific entity or person as a Greenberg Traurig client and the matter involved. Similarly, Greenberg Traurig will not regard a representation that is adverse to such an affiliate or person as adverse to the client being represented by Greenberg Traurig under this Agreement or in any other matter to which this Agreement applies. Accordingly, if there is such an affiliate or person the City wishes Greenberg Traurig to regard as a client for conflict purposes, please specify that in writing before the City's Assent to this Agreement; if any such entity or person is not expressly accepted in writing by Greenberg Traurig as a client, it or he/she will not be a Greenberg Traurig client.

c. **Nature of Services.** We will provide only legal services for and in connection with this engagement. We are not providing business, investment, insurance, municipal financial advisory, accounting or other non-legal services, including without limitation the advisability or conduct of inquiry as to the character or credit of those with whom the City may be dealing or any other non-legal advice or aspects of the Subject Matter; and the City will not look to or rely on Greenberg Traurig for those types of services.

Further, our acceptance of this engagement and representation of the City is not an undertaking or acknowledgement that Greenberg Traurig is or will be the City's general counsel, or that Greenberg Traurig is or will be the City's attorney or advisor in any matter

other than the Subject Matter, or that Greenberg Traurig is representing or will represent the City or its interests as to any other matter without a separate engagement letter.

d. **Exclusions from Legal Services.** Unless expressly included in the Subject Matter, our services will not include advice relating to the tax implications or consequences of this engagement or the results of our representation.

e. **No Continuing Obligation.** Subject only to possible obligations under the Rules of Professional Conduct (“Ethical Rules”) or law, we will have no continuing obligation to the City concerning the Subject Matter or this engagement after it is ended. Our representation of the City thus does not constitute or include an obligation to advise the City or represent the City after this engagement is ended as to the Subject Matter, including without limitation in later proceedings or as to subsequent requirements the City may have concerning the Subject Matter, or later legal or other developments that might have a bearing on the City’s affairs or the Subject Matter.

3. **Conflicts.** Greenberg Traurig represents a broad group and spectrum of clients in a variety of legal matters. As a result, conflicts of interest may arise which, absent an effective conflict waiver, may adversely affect our ability to represent the City in pending or future matters and the City’s ability and that of other clients or potential clients to engage Greenberg Traurig as their counsel. We wish to be fair to all clients, and to assure that they have the right and ability to use us or any other counsel of their choice. Accordingly, this Agreement confirms that:

a. **Consent and Waiver.** The City is comfortable (after having had sufficient opportunity to consider this Agreement and consult independent counsel to the extent deemed necessary by the City) that the City is adequately informed about the possibility and nature of such conflicts and potential conflicts and of the risks and consequences of them. Therefore, on the conditions stated in this paragraph, the undersigned on behalf of the City, to the fullest extent legally and ethically permissible: (i) waive any such actual or potential conflict which may be presented or occur as a result of this engagement; (ii) consent to Greenberg Traurig’s representation now or in the future of other present or future clients on any other matter, whether or not adverse to the City or any of its affiliates (including without limitation in transactions, litigation, and other legal or ethical matters) except as stated below (“Permitted Adverse Representation”); and (iii) promise not to assert that this engagement or any other Greenberg Traurig representation of the City or its affiliates provides a basis for disqualifying Greenberg Traurig from representing any other party in any “Permitted Adverse Representation” or creates or supports any claim of breach of duty against Greenberg Traurig.

b. **Conditions.** The foregoing waiver, consent and promise are conditioned upon Greenberg Traurig's agreement, confirmed hereby, that Greenberg Traurig: (i) will not represent another client adverse to the City in a matter substantially related to the Subject Matter or to any other matter in which Greenberg Traurig is representing or has represented the City; (ii) will screen those attorneys representing the City from those attorneys representing other clients adverse to the City; and (iii) not use or disclose the City's confidential information which is not public unless permitted under applicable Ethical Rules, the law or a written agreement pertaining to such confidential information.

c. **Continuation.** Subject to any limitations under the law and Ethical Rules, these waivers, consents and promises, and the conditions stated above, will continue after the end of Greenberg Traurig's representation of the City or its affiliates as to the Subject Matter or in any other engagement.

4. **Staffing.** Zach Sakas will be the attorney principally responsible in this engagement. When and as we deem appropriate and consistent with the proper representation of our clients, we use paralegals, junior attorneys, contract attorneys and staff members. We believe the utilization of such others, in consultation with and under supervision of more experienced attorneys, can enable us to economically and efficiently service the engagement. At present, we expect to include and enlist the assistance of the following other attorneys and paralegals: Paul Gales, Michael Cafiso, William DeHaan and Joan Hubbert. That may change and additional or different attorneys and paralegals may participate or replace others, based on subsequent changes within Greenberg Traurig or otherwise relating to this engagement.

If there are changes in staffing, the City will be advised. If the City prefers different Greenberg Traurig personnel to be involved, we will discuss that with the City to seek to assure the City is satisfied with the Greenberg Traurig personnel working on City matters.

5. **Fees and Expenses.**

a. **Retainer Payment.** No retainer payment is required in connection with this engagement.

b. **Fees.** Unless otherwise agreed in writing, our fees in this engagement are reflected in the attached Pricing Schedule and Billing Policies. As an Arizona governmental entity, we are offering the discounted rates reflected in our SAVE contract response Proposal No. 21-03MP (Legal Services) for any hourly work. With respect to the issuance of bonds or the execution and delivery of obligations, our fees are usually paid at the transaction closing from the proceeds of the sale of the bonds or obligations, and we customarily do not submit any invoice or billing statement until the transaction closing. Furthermore, if, for any reason, the issuance of bonds or the execution and delivery of

obligations is not consummated or is completed without our delivery of an opinion as to the validity and tax status of the bonds or obligations, we will not expect to be compensated except for “out of pocket” expenses.

Depending on circumstances and the passage of time, our rates are subject to change as the engagement progresses. If that is to occur, we will discuss that with the City in advance.

c. **Expenses.** In addition to fees for our legal services, this engagement will require the City and us to pay or advance the expenses and disbursements of the type more fully discussed in the attached Pricing Schedule and Billing Policies. When we advance such payments for a client, we do so to expedite the engagement in reliance on the client’s promise, confirmed here, to reimburse us for such payments promptly in accordance with the Billing Policies.

d. **Library Services.** Greenberg Traurig has engaged a third-party vendor, Library Associates, LLC d/b/a LAC Group, to provide library and research support to our attorneys and staff. We believe, and intend, that this provides a cost saving to our clients without compromising the quality of those services. Greenberg Traurig gets a volume discount from our vendors. We seek to pass that on to our clients. But, it is not feasible to calculate the exact part of the discount attributable to a particular matter; therefore, the cost charged to the City may not reflect or include the actual allocable amount of the discount. In any event, we believe the cost charged to the City will be fair and reasonable. Based on the Subject Matter of this engagement, we do not anticipate a significant amount of library and research support.

e. **Payment.** Fees and expenses will be payable in accordance with the attached Pricing Schedule and Billing Policies.

6. **Cooperation and Communication.** We are relying on the City to provide us with the facts, information, documents and other materials concerning the Subject Matter pertinent to this engagement, and to keep us informed if and as the City learns and receives more. We also look to the City to keep us advised, during the engagement, about its expectations and any concerns it may have regarding our services. The undersigned, on behalf of the City, has assured us the City will cooperate in our representation, and will make City staff available as needed to assist us.

We encourage candid and frequent communication between us. We will keep the City informed regarding this engagement, and will consult with the City to seek to assure timely and appropriate performance of our legal services. We encourage the City to be actively involved in the strategy and tactical management. The City, not Greenberg Traurig, will make any business or technical decisions.

7. **Termination and End of Representation.** Subject to applicable court and Ethical Rules, Greenberg Traurig or the City may terminate this engagement at any time for any reason. Otherwise, our engagement and representation will end automatically upon October 1, 2027. Notwithstanding the foregoing, the City and Greenberg Traurig may mutually agree to extend this Agreement to a later date.

Without limitation of that, subject to applicable court rules, law and Ethical Rules, Greenberg Traurig may withdraw from this engagement if: (1) the City (i) has not paid our fees or expenses, (ii) is not forthright and cooperative as to our legal services, (iii) falsely or incompletely states facts material to this engagement, or (iv) does not accept our advice; or (2) withdrawal is otherwise permitted or required under applicable Ethical Rules.

Upon termination or withdrawal, if requested by the City, Greenberg Traurig will assist an orderly and effective transition of the matter involved to other counsel of the City's choice.

If, with our agreement, the City later retains us to perform further or additional services, that will be confirmed in writing and our attorney/client relationship will be revived on the terms of this Agreement except to the extent, if any, that we agree in writing to new or supplemental terms of engagement. If we later tell the City of developments that may be of interest, by newsletter or otherwise, that will not constitute continuation or revival of an attorney/client relationship.

8. **No Guaranties.** We have not given the City any assurance or guarantee concerning the outcome or success of this engagement or our services, and have not accepted any contractual obligation in that regard. We also have not made any representation or warranty to the City other than as may be expressly stated herein and thus have not done so as to whether our services will result in a benefit or recovery for the City or, if they do, as to nature, amount or value thereof.

9. **Client Documents and Data.**

a. **Maintenance.** We will maintain the documents the City gives us in our client file for this engagement. At the conclusion of the engagement (or earlier, if appropriate), the City must and will advise us which, if any, of the documents in our files it wants given to it. We will retain those documents not given to the City and ultimately destroy them in accordance with our record retention practice then in effect, and as otherwise in accordance with records of Arizona political subdivisions. We may also retain copies of documents we give to the City.

b. **Cloud Storage.** We will likely use third-party "cloud" services for the City's data and the data of other parties during and after our representation of the City, which we believe provide enhanced data accessibility. We have ISO 27001:2013 data

security certification, and we use only services who we believe have the same or better security than us. Cloud services do not guaranty immunity from invasion or misuse, and no one fully knows the capabilities of hackers, now or in the future. We believe though that the “cloud” services we use have “state-of-the-art” data protections and provide appropriate security protections for the confidentiality of data without significant risk of inappropriate access. We believe they also have the ability to take advantage of future security developments. We require that those cloud services employ data encryption, password protection, access verification, firewalls, antivirus software, intrusion detection and system monitoring as well as assurance of adherence to applicable data privacy and security laws. The City’s Assent to this Agreement confirms its consent to our using such cloud services for its data. If the City does not consent, please strike through this subparagraph and initial that change in the margin.

c. **Requests for Copies.** If the City requests a copy of a portion or all of our files for this engagement, whether before or after the end of our representation, and if a substantial amount of material is being provided, we may, at our option, bill for the reasonable costs of copying, assemblage and delivery of such materials; and, if billed, the City will pay that.

d. **GDPR.** Personal data of individuals located in the European Economic Area (“EEA”) is protected by the European Union’s General Data Protection Regulation (“GDPR”), similar legislation by other EEA states, and other privacy laws applicable to it. Personal data is broadly defined in the GDPR and includes identification and other information about oneself such as without limitation national identity numbers (similar to US social security numbers), personal addresses, online names, account numbers, physical and mental health and cultural and social identity. If the City gives us such personal data of anyone or access to it, we will rely that the City is entitled to do so under Articles 6 to 11 of the GDPR or other applicable statutory provisions.

The City’s Assent to this Agreement constitutes its representation and warranty that the City is entitled to provide such data and that it will comply or, if such data has been given, has complied with or is exempt from any notification or other requirements applicable to doing so.

e. **Official Inquiries.** The City will pay the hourly fees and expenses incurred if we are required to participate in a future inquiry, investigation or proceedings arising out of or in connection with this engagement, including without limitation producing documents, seeking to claim or defend any attorney-client privilege or giving evidence at an inquiry.

10. **Privileges.** Many but not all of our communications with the City will be subject to the attorney-client privilege, if any, of the jurisdictions involved. Subject to and as provided in applicable Ethical Rules, we will seek to maintain that privilege unless the City instructs or consents otherwise. The City will advise us if its communications with us are subject to any other privilege or confidentiality agreement so that we may take appropriate steps to comply with that.

Greenberg Traurig has an Office of Firm Counsel (or General Counsel office) which provides legal advice to our attorneys and staff. We consider and intend the communications between attorneys in that office and our personnel seeking or containing possible legal advice and any legal advice given by that office to be subject, to the maximum extent available under the law and Ethical Rules, to an attorney-client privilege between us and those persons, and not subject to any fiduciary or other duty we have to the City. As a result, we are proceeding on the understanding that Greenberg Traurig is not and will not be obligated to tell the City of those communications or disclose their content and that advice and that, in any proceeding between us, they will not be discoverable by the City.

The City's Assent to this Agreement confirms the City's assent and consent to that privilege and to the City not being entitled to disclosure of those communications and that advice.

11. **Miscellaneous.**

a. **Binding Effect.** This Agreement is personal to us and is not assignable by either of us without the written consent of the other. However, the City's economic obligations hereunder (including without limitation the attached Pricing Schedule and Billing Policies) are and will be binding on (as applicable) the City's and our successors and other legal representatives.

b. **Modification.** This Agreement may not be changed, amended, or otherwise modified, in whole or in part, except in a writing executed by all parties to this Agreement. No unilaterally proposed or announced change, supplementation, interpretation, guideline or other statement or pronouncement (by either Greenberg Traurig, the City or anyone else), whether inconsistent with any provision of the Agreement or otherwise, will be effective or binding or will otherwise suffice to modify or add to this Agreement unless accepted in writing by the other of us and/or, as applicable, any other person or entity sought to be bound or otherwise affected by it.

c. **No Waiver.** No waiver of any of the provisions of this Agreement (including without limitation the attached Billing Policies) will be effective or binding unless made in writing and signed by whoever is claimed to have given the waiver.

d. **Partial Invalidity.** If any provision of this Agreement is found to be unenforceable, invalid or illegal, it shall be automatically amended and interpreted in such manner as to be enforceable, valid and legal to the maximum extent possible to fulfill the intent of such provision. The validity or enforceability of the remainder of the Agreement shall not be affected by the invalidity, unenforceability or illegality of any provision unless that negates the material core of this engagement (e.g., our provision of legal services on agreed economic terms).

e. **Entire Agreement.** This Agreement contains and sets forth the entire agreement between us, and supersedes all prior or other agreements, understandings, writings, pronouncements (written and oral) that may exist or have existed or be promulgated as to this engagement and the Subject Matter. Neither of us has relied on any representation, warranty or other statement or promise concerning this engagement and/or the Subject Matter which is not stated in this writing.

f. **Governing Law.** All of the rights and obligations of either of us arising under or related to this Agreement are and will be governed by the laws of the State of Arizona, irrespective of conflicts of law principles that might otherwise apply.

If and to the extent permissible, the Ethical Rules of the jurisdiction in which a Greenberg Traurig attorney provides services as to the Subject Matter or otherwise in this engagement govern and will alone govern and apply to the conduct of that attorney.

g. **Advice as to Agreement.** We have encouraged and given the City an opportunity to consult with other independent counsel and advisors of its choice regarding the terms and advisability of this Agreement before signing it or accepting our legal services, to the extent the City may wish so that its assent has been carefully considered and informed. The City's Assent to this Agreement confirms that the City has done so to the extent it determined appropriate, and that the City is comfortable it has the information and advice necessary or deemed prudent in this regard.

h. **Marketing Permission.** The City's Assent to this Agreement confirms the City's consent that Greenberg Traurig may use the City's name, logo, and a general description of this engagement in its business development efforts and materials.

If the City does not wish for this information to be used in that manner, please draw a line through this subparagraph and initial that change in the margin.

i. **Headings.** The headings on paragraphs and subparagraphs of this Agreement are for convenience only, and have no effect other than for convenience of reference.

j. **Effectiveness and Execution.** This Agreement will become effective and govern this engagement and our relationship as to it and the Subject Matter upon our rendering of any services for the City as to the Subject Matter as provided above. However, and regardless of that, we recommend and ask that the undersigned, on behalf of the City, execute and return a copy of this Agreement for our records and keep one for the City's records. In that regard, this Agreement may be executed in counterparts, which shall constitute together one and the same instrument. Electronic, PDF and facsimile signatures shall be as effective as original ink signatures.

k. **Arizona Law Provisions.** To the extent applicable by provision of law, we acknowledge that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein. This Agreement will be solely for the benefit of the City, and no other person may acquire or have any right hereunder or by virtue hereof.

l. **Insurance.** Greenberg Traurig confirms that it will maintain insurance in accordance with the Insurance Requirements attached hereto during the term of this Agreement.

Please countersign a copy of this letter and return it to confirm the City's assent to this Agreement.

Very truly yours,



Zachary D. Sakas

ZDS/ac
Enclosure

City of Chandler, Arizona
September 19, 2022
Page 11

The foregoing is hereby accepted on behalf of the City of Chandler, Arizona, by the undersigned, who has been duly authorized so to execute the same.

Dated: _____, 2022

Authorized Representative
City of Chandler, Arizona



PRICING SCHEDULE

DESCRIPTION OF SERVICES	COST PER \$1,000 OF BONDS ISSUED	MINIMUM COST PER ISSUANCE	MAXIMUM COST PER ISSUANCE
General Obligation Bonds	\$0.30	\$30,000	\$49,000
Voter Authorized Water, Sewer or Utility Revenue Bonds	\$0.35	\$42,500	\$70,000
Non-Voter Authorized Pledged Revenue Obligations or Excise Tax Revenue Obligations	\$0.40	\$45,000	\$70,000
Subordinate Lien Non-Voter Authorized Pledged Revenue Obligations or Subordinate Lien Excise Tax Revenue Obligations	\$0.75	\$50,000	\$100,000
Refunding General Obligation Bonds	\$0.45	\$50,000	\$85,000
Refunding Voter Authorized Water, Sewer or Utility Revenue Bonds	\$0.50	\$55,000	\$90,000
Refunding Non-Voter Authorized Pledged Revenue Obligations or Excise Tax Revenue Obligations	\$0.45	\$60,000	\$90,000
Refunding Subordinate Lien Non- Voter Authorized Pledged Revenue Obligations or Subordinate Lien Excise Tax Revenue Obligations	\$0.50	\$65,000	\$95,000
Improvement District Bonds	N/A	Flat fee of \$70,000 per issue	\$70,000
Refunding Improvement District Bonds	N/A	Flat fee of \$75,000 per issue	\$75,000

DESCRIPTION OF SERVICES	COST PER \$1,000 OF BONDS ISSUED	MINIMUM COST PER ISSUANCE	MAXIMUM COST PER ISSUANCE
Community Facilities District (CFD) General Obligation Bonds	\$0.30	\$32,500	\$59,000
CFD Special Assessment Bonds or CFD Revenue Bonds	\$0.50	\$65,000	\$100,000
Refunding CFD General Obligation Bonds	\$0.45	\$42,500	\$95,000
Refunding CFD Special Assessment Bonds or CFD Revenue Bonds	\$0.55	\$70,000	\$115,000

The prices above for services rendered in connection with the issuance of debt are regardless of whether the debt is sold on a competitive, negotiated, or direct placement basis. The minimum fee is charged for each series of bonds, for example if an issuance is initially intended to be sold entirely on a tax-exempt basis but due to the nature of the projects being financed a taxable series is necessary, there would be a minimum fee for each of the tax-exempt and taxable series of bonds. Notwithstanding the foregoing, we will communicate with the City to ensure that costs are fair and reasonable, for example in the prior example if the tax-exempt series and taxable series were sold via the same official statement, there would be efficiencies in rendering bond counsel services and Greenberg Traurig and the City would mutually agree on a discount to the stated fee schedule reflecting such efficiencies.

Following year 3 of this engagement (i.e., after October 1, 2025), Greenberg Traurig respectfully requests to adjust fees as applicable to reflect any changes to our then-current SAVE contract response. Any revisions to this Pricing Schedule would be mutually agreed upon by the City and Greenberg Traurig.

For improvement districts that do not result in the sale of bonds, we will invoice at the hourly rates under SAVE contract response Proposal No. 21-03MP (Legal Services) as otherwise described in this Agreement; and provided such invoice would not exceed \$40,000 and would only be invoiced after discussion with the City. Typically, the landowners requesting formation of the improvement district can deposit this amount with the City prior to commencing formation of the improvement district, resulting in no cost to the City.

All services rendered to the City in connection with the ordering of any bond election will be provided for a flat fee of \$9,250, plus costs and expenses that are the lower of actual expenses or \$250.

With respect to CFD formation and operations, Greenberg Traurig will charge hourly rates under the SAVE contract response Proposal No. 21-03MP (Legal Services). These fees are typically paid by the landowner or developer.

Any services rendered in connection with an Internal Revenue Service or Securities Exchange Commission exam or audit will be invoiced at the hourly rates under SAVE contract response Proposal No. 21-03MP (Legal Services).

For any issuance of bonds or incurrence of obligations, Greenberg Traurig may charge for expenses equal to the lower of the actual amount of expenses incurred or \$250.

BILLING POLICIES

Introduction

This document outlines our standard billing practices, supplementing and as a part of our Agreement with the City. For convenience herein, Greenberg Traurig, LLP and its affiliated entities are from time to time referred to herein as “GT.”

Fees

With respect to the City’s issuance of bonds or incurrence of obligations, our fees shall be as stated in the Pricing Schedule accompanying these Billing Policies. Our fees are usually paid at the transaction closing from the proceeds of the sale of the bonds or obligations, and we customarily do not submit any invoice or billing statement until the transaction closing. Furthermore, if, for any reason, the issuance of bonds or the execution and delivery of obligations is not consummated or is completed without our delivery of an opinion as to the validity and tax status of the bonds or obligations, we will not expect to be compensated except for “out of pocket” expenses.

With respect to general public finance matters, including tax analysis unrelated to a pending bond or obligations transaction, our fees are based on the time required to handle the matter at discounted individual lawyer/paralegal hourly rates offered to Arizona political subdivisions. Our rates for these matters will be in accordance with the SAVE contract response Proposal No. 21-03MP (Legal Services), whereby the rate for shareholders is \$395 per hour and the rate for associates and paralegals is \$300 per hour. The rates of our lawyers and paralegals are subject to change. Any new rates will be implemented immediately after they are adopted and apply to services rendered after the effective date of them. The City will be advised of rate changes and may discuss them with us.

We will charge for all time spent representing the City’s interests, including without limitation telephone and office conferences with City representatives, co-counsel, opposing counsel, fact witnesses, consultants (if any) and others; conferences among our legal and paralegal personnel; legal due diligence; drafting and finalizing letters, emails, agreements, leases, pleadings and other such papers, providing and participation in document and written discovery; factual investigation; legal research; responding to client requests for additional information; responding to client requests to provide information to auditors such as during audits of financial statements; preparation for and attendance at depositions, hearings, mediations, closings, trials, or other proceedings; and travel (both local and out of town) when necessary. Hourly charges are applied to total time devoted to client representation.

Costs and Expenses

We have established prevailing rates for all charges that will be incurred during this engagement. We believe that GT’s rates are competitive with those of comparable law firms. The City will be responsible to pay all such charges incurred during this engagement and for reimbursing us for any actual expenses we advance on the City’s behalf. Our charges may include without limitation travel, copying, facsimile charges, messenger services, long distance phone

calls, computer research services, secretarial overtime and filing fees. These charges may also include any sales or service tax that may be applicable.

Expenses of Outside Contractors

Generally, expenses of outside contractors (such as court reporters, surveyors, title companies, translators, experts and consultants) will be directly billed or directed to the client pursuant to engagement agreements in which payment and indemnification terms remain strictly between the client and the vendor. GT will not be responsible for payment of such services. Prompt payment of these charges is essential enable us to provide timely and efficient service to the City, with the assistance of such outside contractors.

If desired and if we are given sufficient expense deposits in advance, GT will directly pay outside contractors. If GT has done so without or before such a deposit, the City will promptly reimburse GT for whatever it has paid.

Type of Invoice

With respect to matters billed on an hourly basis, unless otherwise agreed, we will send the City a monthly invoice which reflects the amount of our fees and expenses attributable to this engagement during the prior month. At the City's option, the invoice will be either general or detailed. The general invoice will state the total fees due for legal work and the total expenses incurred and charged to the engagement. In the alternative, the invoice will provide detailed back-up showing the attorneys who worked on the matter, the work performed, the time spent on the task, and the total fee and expense amounts due. If the City has special billing procedures or requirements, please advise us promptly, and we will attempt to bill the City in accordance with them, to the extent feasible.

Payment of Invoices

Each invoice is payable upon receipt. Any unpaid balance not paid within thirty (30) days of the billing date may incur interest upon such balance at the rate of 1.5% per month or such lesser rate as may be the legally permissible maximum. If we receive a payment from the City when more than one invoice is outstanding on any of the matters GT is working on for the City, we will apply that payment to any such outstanding invoice, unless the payment is accompanied by the remittance copy of the specific invoice being paid or by some other written direction how the City intends the payment to be applied. GT may discontinue representation, in accordance with applicable Ethical Rules, of any client or any matter where payment is more than forty-five (45) days in arrears, unless special arrangements in writing are approved by GT's Chief Executive Officer. Individual attorneys are not authorized to make such arrangements or to waive payment due-dates and the consequences of non-payment or overdue payment.

In the event of arbitration or suit as to any unpaid fees or costs, if GT prevails, in addition to any other relief or remedy granted to it, GT will be paid or reimbursed for the reasonable value of our attorneys' fees and expenses for and in that proceeding.

Retainers

For certain types of matters, GT requires that clients provide an initial fee retainer and expense deposit. The exact amount of the retainer and deposit will be agreed to by the client and the billing attorney.

Questions Regarding Billings

Any questions regarding billing should be immediately directed to the billing attorney or to our Accounting Department.

SCOPE OF WORK

1. Greenberg Traurig shall provide bond counsel services upon request from the City in connection with the issuance of debt including:
 - 1.1 Short term variable rate general obligation, street and highway user revenue and utility revenue bonds.
 - 1.2 Third-party lease-purchase financings, including excise tax revenue bonds and certificates of participation issued by the City and/or non-profit organizations created for and acting to further the interests of the City in financing operations.
 - 1.3 Front-end special assessment or improvement district bonds, including development resolutions or ordinances to be prepared when financing is needed.
 - 1.4 Taxable general obligation, street and highway user revenue and utility revenue bonds.
 - 1.5 Other bonds and non-voter authorized payment obligations as requested.
2. Separate matters and projects shall be initiated by use of a Matter Notice Letter agreed upon by the City and Greenberg Traurig as detailing a scope of services for that matter prior to the commencement of any work by Greenberg Traurig under this Agreement.
3. Services to be provided by Greenberg Traurig may include:
 - 3.1 Preparation of forms of proceedings for adoption by the City Council in calling for, preparing the ballot language and bond information brochure of, conducting and canvassing the results of each election authorizing the issue of bonds and the advertising and selling of the bonds.
 - 3.2 To the extent applicable, preparation and submission of the bond election procedures to the United States Justice Department.
 - 3.3 Preparation of forms of general certificates, signature identification certificates, treasurer's receipts and other miscellaneous documents, certificates or letters necessary in order to render an opinion approving the bonds.
 - 3.4 Preparation and review of those portions of the official statements (prospectus) issued in connection with a bond offering, as requested by the City or the City's financial advisor with the approval of the City relating to sections describing the bonds and other legal matters.
 - 3.5 Examination of documents rendering a final market opinion approving the bonds and expressing an opinion as to the exemption of interest from federal and Arizona income taxation.
 - 3.6 Advise the City of all federal and state laws relevant to the issuance of bonds and use of proceeds.
 - 3.7 Perform legal analysis of the financing structure and assist in determining the method of sale and formulate time schedules.
 - 3.8 Consultation with City's staff, including telephone discussions and conferences, in matters pertaining to or appropriate to consideration of the City's bonds generally or specifically, and attendance at pre-closings, closings, conferences and information meetings.

- 3.9 Attendance at City Council meetings upon request.
 - 3.10 Preparation of draft legislation, ordinances or resolutions and other legal documents necessary in connection with the issuance, sale and delivery of bonds.
 - 3.11 Other closely related services as requested.
4. The staff identified below will be primarily responsible for the provision of all services to the City under this Agreement as appropriate to their individual experience. Other Greenberg Traurig staff and subcontractors may be engaged as necessary with prior approval of the City.

Zach Sakas
William DeHaan

Paul Gales
Joan Hubbert

Michael Cafiso

INSURANCE REQUIREMENTS

Insurance Representations and Requirements. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

A. General.

1. Without limiting any obligations or liabilities of Greenberg Traurig, Greenberg Traurig shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City. Failure to maintain insurance as specified may result in termination of this Agreement at City's option.
2. *No Representation of Coverage Adequacy:* By requiring insurance herein, City does not represent that coverage and limits will be adequate to protect Greenberg Traurig. City reserves the right to review all of the insurance policies and/or endorsements required by this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Greenberg Traurig from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
3. *Coverage Term:* All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily performed, completed, and formally accepted by the City, unless specified otherwise in this Agreement.
4. *Claims Made:* In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
5. *Evidence of Insurance:* Prior to commencing any work or services under this Agreement, Greenberg Traurig shall furnish City with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Greenberg Traurig's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage and such coverage and provisions are in full force and effect. If a

Certificate of Insurance is submitted as verification of coverage, City shall reasonably rely upon the Certificate of Insurance as evidence of coverage, but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the cited policies expire during the life of this Agreement, it shall be Greenberg Traurig's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions:

- a. City, its agents, representatives, officers, directors, officials, and employees shall be named an Additional Insured under the following policies: (a) Commercial General Liability, (b) Auto Liability and (c) Excess Liability-Follow Form to underlying insurance as required.
- b. Greenberg Traurig's insurance shall be primary insurance as respects performance of subject contract.
- c. All policies, except Professional Liability insurance waive rights of recovery (subrogation) against City, its agents, representatives, officers, directors, officials, and employees for any claims arising out of work or services performed by Greenberg Traurig under this contract.
- d. Certificate shall require 30-day advance notice of cancellation provision. If standard ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

B. Required Coverage.

1. *Commercial General Liability:* Greenberg Traurig must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$1,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
2. *Professional Liability:* If the Agreement is the subject of any professional services or work, or if Greenberg Traurig engages in any professional services or work adjunct or residual to performing the work under this Agreement, Greenberg Traurig shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Greenberg Traurig, or anyone employed by Greenberg

Traurig, or anyone for whose acts, mistakes, errors and omissions Greenberg Traurig is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$1,000,000 all claims.

3. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Greenberg Traurig must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Greenberg Traurig owned, hired, and non-owned vehicles assigned to or used in the performance of Greenberg Traurig's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
4. *Workers' Compensation Insurance:* Greenberg Traurig shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Greenberg Traurig's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

C. Additional Policy Provisions Required.

1. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
2. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
 - a. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Greenberg Traurig including the City's general supervision of Greenberg Traurig; Products and Completed operations of Greenberg Traurig; and automobiles owned, leased, hired, or borrowed by Greenberg Traurig.

- b. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Greenberg Traurig even if those limits of liability are in excess of those required by this Agreement.
- c. Greenberg Traurig's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by Greenberg Traurig and must not contribute to it.
- d. Greenberg Traurig's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage provided by Greenberg Traurig must not be limited to the liability assumed under the indemnification provisions of this Agreement.
- f. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from services performed by Greenberg Traurig for the City.
- g. Greenberg Traurig, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three (3) years following completion and acceptance of the services performed by Greenberg Traurig under this Agreement. Greenberg Traurig must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
- h. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, Greenberg Traurig must forward renewal or replacement Certificates to the City within ten (10) days after the renewal date containing all the necessary insurance provisions.

- i. By signing this Agreement, Greenberg Traurig certifies it is fully aware of Insurance Requirements contained herein and attached to this Agreement and assures the City of Chandler that it is able to produce the insurance coverage required.