

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
Greenberg Traurig, LLP**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this __30th__ day of March, 2023, between the City of Glendale, an Arizona municipal corporation (the "City"), and Greenberg Traurig, LLP, a(n) limited liability partnership authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On February 1, 2022 under Arizona State Purchasing Cooperative Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the CTR063905 for Bond Counsel Services ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was April 1, 2023, until the date the contract expires on March 31, 2024 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond March 31, 2024. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until March 31, 2024. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to

renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit A.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit B.
- B. The total purchase price for the supplies and/or services purchased under this Agreement is to be consistent with the pricing set forth in Exhibit B. Total amounts paid are upon agreement between the City and Contractor and dependent upon the services necessary. In addition, the City may from time to time elect to purchase additional goods and service from Contractor pursuant to the Agreement, and the City will comply with all applicable laws regarding procurement and approval of such purchases.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Levi Gibson
5850 W Glendale Avenue
Glendale, Arizona 85301
623-930-2470
LGibson@glendaleaz.com
And

Greenberg Traurig, LLP
c/o William R. DeHaan
2375 East Camelback Rd, Suite 800
Phoenix, AZ 85016
602-445-8457

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona
municipal corporation

By:

Kevin R. Phelps
City Manager

“Contractor”

Greenberg Traurig, LLP
a limited liability partnership

By:

Name: Kurt Freund
Title: Managing Director

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
Greenberg Traurig, LLP**

EXHIBIT A
(CTR063905 for Bond Counsel Services)

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
Greenberg Traurig, LLP**

EXHIBIT B

METHOD AND AMOUNT OF COMPENSATION

See Attachment 4 PRICING

Contract Summary

Contract Title	Bond Counsel Services
Contract Officer/Email/Phone	Nick Perrera, nick.perrera@azdoa.gov, 602-245-5223

Contract Overview:

- What's Included?**

Bond Counsel services for use by agencies for various strategic planning needs.

- What Contractor Do I Use?**

Users are free to review all awardees and offerings to determine which contractor best meets their specific needs. Users must then contact their Attorney General liaison to confirm that the Attorney General consents to the use of the selected bond counsel.

- How Do I Determine Pricing?**

Sample rates are listed on contract pricing pages. Users should issue a task order/email all awarded contractors with their specific need to seek pricing based on their organization's needs and qualifications.

- How Do I Place An Order?**

Users may contact suppliers for pricing proposals. Purchase orders may be issued in APP referencing the single standard contract release item and matching invoice pricing to the contract pricing sheet.

General Information:

Effective Date:	4/1/2023	Maximum End Date:	3/31/2028
Contract Duration:	1 Year initial term. 4 Renewal 1 year terms.	Can Contract be extended unilaterally: Yes/No	Yes. T&C Section 3.5
Type:	Master Agreement	Statewide/ Single Agency	Statewide
Co- Op Yes/No:	Yes - 1% fee	Competitive/S. Source/ Emergency	Competitive
Co - Op POC	Amber Holmes 602- 542-2078		

Supplier Information:

Contract Number	Services	Supplier/Contact Information
CTR063904	Bond Counsel Services	Ballard Spahr, Kayla Olsen, olsenk@ballardspahr.com
CTR063905	Bond Counsel Services	Greenberg Traurig, William Dehaan, DEHAANW@GTLAW.COM
CTR063906	Bond Counsel Services	Gust Rosenfeld, Kari Van Winkle, kvanwinkle@gustlaw.com
CTR063907	Bond Counsel Services	Squire Patton Boggs US LLP, Jennifer Cosper, JENNIFER.COSPER@SQUIREPB.COM

Additional Remarks:

- **Exceptions:** Insurance exceptions accepted by Risk Management
- **Baseline Security Controls Review:** N/A

Bid Item Description

Offered Rate

Bond Counsel - all inclusive fee (excludes the cost for printing), based on the size, or size range, of the Debt Transaction of which each transaction may include several bond issues at least one (1) loan or bond purchase agreement. Principal Amount of Issue \$250,000,000.00	\$50,000 plus \$0.70 per \$1,000 of proceeds generated, not to exceed \$250,000	\$1.00
Bond Counsel - all inclusive fee (excludes the cost for printing), based on the size, or size range, of the Debt Transaction of which each transaction may include several bond issues at least one (1) loan or bond purchase agreement. Principal Amount of Issue \$300,000,000.00	\$50,000 plus \$0.70 per \$1,000 of proceeds generated, not to exceed \$300,000	\$1.00
Bond Counsel - all inclusive fee (excludes the cost for printing), based on the size, or size range, of the Debt Transaction of which each transaction may include several bond issues at least one (1) loan or bond purchase agreement. Principal Amount of Issue \$350,000,000.00	\$50,000 plus \$0.70 per \$1,000 of proceeds generated, not to exceed \$350,000	\$1.00
Bond Counsel - all inclusive fee (excludes the cost for printing), based on the size, or size range, of the Debt Transaction of which each transaction may include several bond issues at least one (1) loan or bond purchase agreement. Principal Amount of Issue \$400,000,000.00 and above. Fee is \$150,000.00 to \$175,000.00 cap at \$600 million	\$50,000 plus \$0.70 per \$1,000 of proceeds generated, not to exceed \$250,000	\$1.00
Bond Counsel - Each additional loan or bond purchase agreement	No additional charge	\$1.00
Bond Counsel - all inclusive fee (excludes the cost for printing), based on the size, or size range, for TRANSPORTATION BONDS- HURF, RARF & GANS. Principal Amount of Issue up to \$50,000,000.00	\$75,000	\$1.00
Bond Counsel - all inclusive fee (excludes the cost for printing), based on the size, or size range, for TRANSPORTATION BONDS- HURF, RARF & GANS. Principal Amount of Issue \$50,000,000.00 to \$100,000,000.00	\$50,000 plus \$0.70 per \$1,000 of proceeds generated	\$1.00
Bond Counsel - all inclusive fee (excludes the cost for printing), based on the size, or size range, for TRANSPORTATION BONDS- HURF, RARF & GANS. Principal Amount of Issue \$100,000,000.00 to \$150,000,000.00	\$50,000 plus \$0.70 per \$1,000 of proceeds generated	\$1.00
Bond Counsel - all inclusive fee (excludes the cost for printing), based on the size, or size range, for TRANSPORTATION BONDS- HURF, RARF & GANS. Principal Amount of Issue \$150,000,000.00 to \$200,000,000.00	\$50,000 plus \$0.70 per \$1,000 of proceeds generated	\$1.00
Bond Counsel - all inclusive fee (excludes the cost for printing), based on the size, or size range, for TRANSPORTATION BONDS- HURF, RARF & GANS. Principal Amount of Issue \$200,000,000.00 to \$250,000,000.00	\$50,000 plus \$0.70 per \$1,000 of proceeds generated	\$1.00
Bond Counsel - all inclusive fee (excludes the cost for printing), based on the size, or size range, for TRANSPORTATION BONDS- HURF, RARF & GANS. Principal Amount of Issue \$250,000,000.00 to \$300,000,000.00	\$50,000 plus \$0.70 per \$1,000 of proceeds generated, not to exceed	\$1.00
Bond Counsel - all inclusive fee (excludes the cost for printing), based on the size, or size range, for TRANSPORTATION BONDS- HURF, RARF & GANS. Principal Amount of Issue \$300,000,000.00 to \$350,000,000.00	\$50,000 plus \$0.70 per \$1,000 of proceeds generated, not to exceed	\$1.00
Bond Counsel - all inclusive fee (excludes the cost for printing), based on the size, or size range, for TRANSPORTATION BONDS- HURF, RARF & GANS. Principal Amount of Issue \$350,000,000.00 to \$400,000,000.00	\$50,000 plus \$0.70 per \$1,000 of proceeds generated, not to exceed	\$1.00
Bond Counsel - all inclusive fee (excludes the cost for printing), based on the size, or size range, for TRANSPORTATION BONDS- HURF, RARF & GANS. Principal Amount of Issue \$400,000,000.00 and above. Fee is \$150,000.00 to \$185,000.00	\$50,000 plus \$0.70 per \$1,000 of proceeds generated, not to exceed	\$1.00
Bond Counsel - all inclusive fee (excludes the cost for printing), based on the size, or size range, for TRANSPORTATION Board Funding Obligations. Principal Amount of Issue up to \$50,000,000.00	\$75,000	\$1.00
Bond Counsel - all inclusive fee (excludes the cost for printing), based on the size, or size range, for TRANSPORTATION Board Funding Obligations. Principal Amount of Issue \$50,000,000.00 to \$100,000,000.00	\$50,000 plus \$0.70 per \$1,000 of proceeds generated	\$1.00
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Item Description | **Offered Rate**

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Bond Counsel - all inclusive fee (excludes the cost for printing), based on the size, or size range, for TRANSPORTATION Board Funding Obligations. Principal Amount of issue \$400,000,000.00 and above. Fee is \$150,000.00 to \$185,000.00 cap	\$50,000 plus \$0.70 per \$1,000 of proceeds generated, not to exceed:	\$1.00

The offeror shall provide an hourly rate schedule for each proposed key person who may provide services relating to matters not covered proposed persons with their hourly rate:

Attorney	Rate
William DeHaan	\$795
Michael Cafiso	\$1,020
Paul Gales	\$735
Zachary Sakas	\$735
Vanessa Albert Lowry	\$795
Solomon Cadle	\$735
Andrew Rubin	\$400



Attachment 6: Letter of Insurability
Solicitation No. BPM004902
Bond Counsel

Arizona Department of Administration
 State Procurement Office
 100 N 15th Avenue
 Phoenix, AZ 85007

The Offeror shall provide a Letter of Insurability from the Insurance Company as a proof that the Offeror currently possesses the required insurance as stated in the Section 6.2 of Special Terms and Conditions or the Offeror is able to obtain the required Minimum Scope and Limits of Insurance should a contract be awarded to them.

The Letter of Insurability (and any additional letters) should be clearly marked as:

Attachment - Supplement Insurance

NOTE: If Awarded a Contract, The Offeror shall provide a Certificate of Insurance (e.g. ACORD forms) and associated policy endorsement(s) prior to beginning service(s) under the Contract.

ACORD CERTIFICATE OF LIABILITY INSURANCE

RETURN TO: 4400
 10/20/00

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURERS, AUTHORIZED REPRESENTATIVE OR PROVIDER, AND THE CERTIFICATE HOLDER.

IMPORTANT: THE INFORMATION CONTAINED HEREIN IS SUBJECT TO POLICY(S) WHICH IS/ARE REFERRED TO IN EACH COLUMN. POLICIES TO WHICH THIS CERTIFICATE IS SUBORDINATE TO THE INFORMATION CONTAINED HEREIN. SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, CERTAIN POLICIES MAY REQUIRE AN ENDORSEMENT. A CONTRACTOR OR OTHER CERTIFICATE HOLDER MUST COMPLY WITH THE CONDITIONS OF EACH POLICY TO WHICH THIS CERTIFICATE IS SUBORDINATE.

INSURED Ann Risk Services, Inc of Florida 1000 Brickell Bay Drive Suite 1200 Miami FL 33133 USA	AGENT Crawford Truitt P.A. 333 S.E. 2nd Avenue Suite 4000 Miami FL 33133 USA	CLASSIFICATION GENERAL LIABILITY	CLASSIFICATION GENERAL LIABILITY	CLASSIFICATION GENERAL LIABILITY	CLASSIFICATION GENERAL LIABILITY	CLASSIFICATION GENERAL LIABILITY	CLASSIFICATION GENERAL LIABILITY	CLASSIFICATION GENERAL LIABILITY	CLASSIFICATION GENERAL LIABILITY
COVERAGE	COVERAGE	COVERAGE	COVERAGE	COVERAGE	COVERAGE	COVERAGE	COVERAGE	COVERAGE	COVERAGE
COVERAGE	COVERAGE	COVERAGE	COVERAGE	COVERAGE	COVERAGE	COVERAGE	COVERAGE	COVERAGE	COVERAGE

CERTIFICATE NUMBER: 5700020002 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NO WITHDRAWALS OR CANCELLATIONS HAVE BEEN MADE. THERE ARE NO CONDITIONS OF ANY CONTRACT OR OTHER DOCUMENTS WITH RESPECT TO THIS POLICY WHICH MAY BE SUBJECT TO ANY OTHER POLICY. THE INSURANCE AFFORDED BY THE POLICIES IS DESCRIBED HEREIN IN SUBJECT POLICY. THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS IS SHOWN MAY HAVE BEEN REVISED BY PRINT CLAUSE.

NO.	TYPE OF COVERAGE	CLASSIFICATION	POLICY NUMBER	ISSUE DATE	EXPIRES	AMOUNT	COVERAGE
1	COMMERCIAL GENERAL LIABILITY	CLASSICAL	78475471	05/22/2007	05/21/2008	\$1,000,000	ACCIDENT AND SICKNESS, BODILY INJURY AND PROPERTY DAMAGE, PRODUCTS AND COMPLETED OPERATIONS, POLLUTANT, CONTRACTORS POLLUTANT, AND AUTOMATED EQUIPMENT
2	COMMERCIAL LIABILITY	CLASSICAL	78475471	05/22/2007	05/21/2008	\$1,000,000	ACCIDENT AND SICKNESS, BODILY INJURY AND PROPERTY DAMAGE, PRODUCTS AND COMPLETED OPERATIONS, POLLUTANT, CONTRACTORS POLLUTANT, AND AUTOMATED EQUIPMENT
3	COMMERCIAL LIABILITY	CLASSICAL	78475471	05/22/2007	05/21/2008	\$1,000,000	ACCIDENT AND SICKNESS, BODILY INJURY AND PROPERTY DAMAGE, PRODUCTS AND COMPLETED OPERATIONS, POLLUTANT, CONTRACTORS POLLUTANT, AND AUTOMATED EQUIPMENT
4	COMMERCIAL LIABILITY	CLASSICAL	78475471	05/22/2007	05/21/2008	\$1,000,000	ACCIDENT AND SICKNESS, BODILY INJURY AND PROPERTY DAMAGE, PRODUCTS AND COMPLETED OPERATIONS, POLLUTANT, CONTRACTORS POLLUTANT, AND AUTOMATED EQUIPMENT

CERTIFICATE HOLDER: Crawford Truitt P.A., and Affiliates
 333 S.E. 2nd Avenue
 Suite 4000
 Miami FL 33133 USA

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE HELD FORTH AS ACCORDANCE WITH THE POLICY PROVISIONS.

Ann Risk Services Inc of Florida