

LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA AND  
GREENBERG TRAURIG, LLP

THIS LINKING AGREEMENT (this "Agreement") is entered into as of November 24, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and GREENBERG TRAURIG, LLP, an Arizona limited liability partnership authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. The State of Arizona on September 26, 2012 entered into Contract Number ADSPO12-032930, and subsequently the parties entered into various amendments to the contract (collectively, the "Greenberg Traurig, LLP Contract"), a copy of which is incorporated by this reference.

B. The City is permitted to purchase the goods and services described in the Greenberg Traurig, LLP Contract without further public bidding, and the Greenberg Traurig, LLP Contract permits its cooperative use by other governmental agencies, including the City.

C. Section 2-149 of the City's Procurement Code permits the Materials Manager to authorize procurement through the use of a contract initiated by another governmental entity when that government entity's procurement actions complied with the intent of the City's purchasing procedures in City Code Sections 2-145 and 2-146 and such purchase is in the best interest of the City. The City believes these conditions are met for purposes of the Greenberg Traurig, LLP Contract.

D. The City desires to contract with Contractor for supplies, goods or services identical, or nearly identical, to the supplies, goods or services Contractor is providing the State of Arizona under the Greenberg Traurig, LLP Contract, Contractor consents to the City's utilization of the Greenberg Traurig, LLP Contract as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the goods 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 Agreement, the parties agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first set forth above and expires on September 25, 2015, the termination date provided in Amendment 2 to Greenberg Traurig, LLP Contract. At the option of the Parties, this Agreement may be

extended for additional periods consistent with extensions approved for the Greenberg Traurig, LLP Contract. All terms, conditions and provisions of the original contract and its amendments shall remain unchanged.

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

- a) As requested by the City, Contractor will provide City the identical supplies, goods or services Contractor provides the State of Arizona under the Greenberg Traurig, LLP Contract.
- b) Contractor agrees to comply with all the terms, conditions and specifications of the Greenberg Traurig, LLP Contract for the purposes of this Agreement, and the terms, conditions, and specifications are incorporated in this Linking Agreement by this reference. The "City of Glendale" shall be substituted for "State of Arizona" or similar references throughout the Greenberg Traurig, LLP Contract.
- c) Contractor will provide a Certificate of Insurance pursuant to the terms of the Greenberg Traurig, LLP Contract listing the City of Glendale as an Additional Insured.

3. Compensation.

- a) For work performed on an hourly basis, City shall pay Contractor the same compensation the State of Arizona pays Contractor under the Greenberg Traurig, LLP Contract pursuant to Attachment V of the Greenberg Traurig, LLP Contract, attached hereto as Exhibit "A".
- a) Compensation for loan and bond services provided to the City as authorized in this Agreement shall be consistent with the pricing set forth in Exhibit B hereto, which is a summary of the all-inclusive fees in the Greenberg Traurig, LLP Contract and part of the documentation submitted on ProcureAZ. Total amounts paid will be based upon mutual agreement between the City and Greenberg Traurig, LLP and dependent upon the services requested by the City. In addition, the City may from time to time elect to purchase additional goods and services from Contractor pursuant to the Greenberg Traurig, LLP Contract, and the City will comply with all applicable laws regarding procurement and approval of such purchases.

[SIGNATURES ON FOLLOWING PAGE]

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:   
Name: Brenda S. Fischer  
Title: City Manager

**"Contractor"**

Greenberg Traurig, LLP

By:   
Name: William R. DeHaan  
Title: Shareholder

**ATTEST:**

  
City Clerk

Approved as to Form

  
City Attorney



**Attachment V**

**State of Arizona  
State Procurement Office  
100 N 15th Ave., Suite 201  
Phoenix, AZ 85007**

Description. Bond Counsel Services– Pricing Schedule	Offeror Name Greenberg Traung, LLP
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1. The Offeror shall provide an all-inclusive fee (excludes third party costs such as for printing that are approved by the Issuer), based on the size, or size range, for **Lease Purchase Transactions** involving the sale of Certificates of Participation Pricing shall be entered in the line items tab in ProcureAZ

1.1 Specify any fee differences between negotiated and competitive issues, new money and refunding issues, and credit enhanced versus non-credit enhanced issues

Generally speaking, there would be no difference in fees as a result of these factors. If we were required to review and negotiate a separate agreement not typically entered into by the Issuers (e.g. letter of credit reimbursement agreement or interest rate swap), we would reserve the right to include an additional fee not to exceed \$10,000 per agreement. We note that bond counsel assumes primary drafting responsibility for drafting the offering documents and rendering an opinion as disclosure counsel for some, but not all of the Issuers. For those Issuers that would like us to perform those services, we propose a separate fee of \$15,000 to \$20,000 for preparing the offering documents beyond those sections customarily prepared by bond counsel) and an additional fee of \$15,000 to \$20,000 for conducting the due diligence call with the underwriters and rendering an opinion customarily rendered by disclosure counsel.

2. The Offeror shall provide an all-inclusive fee (excludes third party costs such as for printing that are approved by the Issuer), based on the size, or size range, for Bond Transactions (other than Lease Purchase Transactions and Transportation Bonds) Pricing shall be entered in the line items tab in ProcureAZ

2.2 Specify any fee differences between negotiated and competitive issues, new money and refunding issues, and credit enhanced versus non-credit enhanced issues and bonding authority

See the response to Section 1 1 above

3. The Offeror shall provide an all-inclusive fee (excludes third party costs such as for printing that are approved by the Issuer), based on the size, or size range, for Transportation bonds – HURF, RARF, and GANS. Pricing shall be entered in the line items tab in ProcureAZ

3.1 Specify any fee differences between negotiated and competitive issues, new money and refunding issues, credit enhanced versus non-credit enhanced issues and any differences due to bonding authority (HURF, RARF, GANS)

See the response to Section 1 1 above

4. The Offeror shall provide an hourly rate schedule for each proposed key person who may provide services relating to matters not covered by the fixed fee.

**KEY PERSONNEL**

**HOURLY RATE**

<u>Bill DeHaan</u>	<u>\$550</u>
<u>Michael Cafiso</u>	<u>\$600</u>
<u>Briqitte Finley Green</u>	<u>\$500</u>
<u>Carla Young</u>	<u>\$500</u>
<u>_____</u>	<u>\$</u>
<u>_____</u>	<u>\$</u>

END OF SOLICITATION

Exhibit B

**Greenberg Traurig, LLP**  
**Summary of All-Inclusive Fees as Submitted to ProcureAZ**

Lease Purchase		
From	To	Fee
\$ -	\$ 10,000,000	\$ 40,000
\$ 10,000,000	\$ 15,000,000	\$ 40,000
\$ 15,000,000	\$ 20,000,000	\$ 40,000
\$ 20,000,000	\$ 25,000,000	\$ 50,000
\$ 25,000,000	\$ 50,000,000	\$ 60,000
\$ 50,000,000	\$ 100,000,000	\$ 70,000
\$ 100,000,000	\$ 150,000,000	\$ 85,000
\$ 150,000,000	\$ 200,000,000	\$ 95,000
\$ 200,000,000	\$ 250,000,000	\$ 105,000
\$ 250,000,000	\$ 300,000,000	\$ 115,000
\$ 300,000,000	\$ 350,000,000	\$ 125,000
\$ 350,000,000	\$ 400,000,000	\$ 140,000
\$ 400,000,000 +		\$ 150,000

Debt Transaction		
From	To	Fee
\$ -	\$ 10,000,000	\$ 40,000
\$ 10,000,000	\$ 25,000,000	\$ 40,000
\$ 25,000,000	\$ 50,000,000	\$ 50,000
\$ 50,000,000	\$ 100,000,000	\$ 75,000
\$ 100,000,000	\$ 150,000,000	\$ 85,000
\$ 150,000,000	\$ 200,000,000	\$ 95,000
\$ 200,000,000	\$ 250,000,000	\$ 105,000
\$ 250,000,000	\$ 300,000,000	\$ 115,000
\$ 300,000,000	\$ 350,000,000	\$ 125,000
\$ 350,000,000	\$ 400,000,000	\$ 140,000
\$ 400,000,000 +		\$ 150,000

Transportation Bonds		
From	To	Fee
\$ -	\$ 50,000,000	\$ 50,000
\$ 50,000,000	\$ 100,000,000	\$ 65,000
\$ 100,000,000	\$ 150,000,000	\$ 80,000
\$ 150,000,000	\$ 200,000,000	\$ 90,000
\$ 200,000,000	\$ 250,000,000	\$ 100,000
\$ 250,000,000	\$ 300,000,000	\$ 115,000
\$ 300,000,000	\$ 350,000,000	\$ 125,000
\$ 350,000,000	\$ 400,000,000	\$ 130,000
\$ 400,000,000 +		\$ 150,000 to
		\$ 185,000

Fee
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Each additional loan or bond purchase agreement \$ 15,000