

SERIAL 03096 RFP FINANCIAL ADVISORY SERVICE (NIGP 94648)

DATE OF LAST REVISION: May 16, 2007

CONTRACT END DATE: November 30, 2009

CONTRACT PERIOD THROUGH ~~NOVEMBER 30, 2006~~ NOVEMBER 30, 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **FINANCIAL ADVISORY SERVICE (NIGP 94648)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 19, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

DL/mm
Attach

Copy to: Clerk of the Board
John Lewis, Finance
Materials Management

(Please remove Serial 98155-RFP from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 03096-RFP

This Contract is entered into this 19th day of October, 2003 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and U.S. BANCORP PIPER JAFFRAY & CO., an Arizona corporation ("Contractor") for the purchase of Financial Advisory services.

1.0 TERM

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of December, 2003 and ending the 30th day of November, 2006 2009.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.
- 3.3 During the Contract term, County shall provide Contractor's personnel with adequate workspace for Contractors and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. CONTRACTOR'S duty to defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes CONTRACTOR may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.1.2 Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, indemnify and hold harmless, COUNTY, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of CONTRACTOR, anyone CONTRACTOR directly or indirectly employs or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including COUNTY.

The scope of this indemnification does not extend to the sole negligence of COUNTY.

4.1.3 Insurance Requirements.

CONTRACTOR, at CONTRACTOR'S own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of COUNTY. The form of any insurance policies and forms must be acceptable to COUNTY.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of COUNTY, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects COUNTY, and any insurance or self-insurance maintained by COUNTY shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

4.1.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

4.1.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

4.1.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

4.1.4 Certificates of Insurance.

4.1.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

4.1.4.2 Cancellation and Expiration Notice.

Contractor will endeavor to notify of expiration, cancellation, or material change within thirty (30) days prior written notice to the County.

4.2 **PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract.

4.3 **INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County at its option to utilize the Internet to place orders under this Contract.

4.4 **NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003

For Contractor:

~~U.S. Bancorp~~ Piper Jaffray
2525 E. Camelback Road Ste. 900
Phoenix, Arizona 85016

4.5 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

4.6 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.7 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or Contractor to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.9 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to

the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.14 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.15 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.16 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.17 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

EXHIBIT A

PRICING

SERIAL 03096-RFP

PRICING SHEET

BIDDER NAME: U.S. Bancorp Piper Jaffray & CO. Inc.

F.I.D./VENDOR #: 41-095-3246 F-002-1108-3

BIDDER ADDRESS: 2525 E. Camelback Road. Ste. 900. Phoenix, AZ 85016

P.O. ADDRESS: _____

BIDDER PHONE #: 602-808-5423

BIDDER FAX #: 602-808-5420

COMPANY WEB SITE: www.pjc.com

COMPANY CONTACT (REP): William C. Davis

E-MAIL ADDRESS (REP): wcdavis@pjc.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10 _____

NET 15 _____

NET 20 _____

NET 30 X

NET 45 _____

NET 60 _____

NET 90 _____

2% 10 DAYS NET 30 _____

1% 10 DAYS NET 30 _____

2% 30 DAYS NET 31 _____

1% 30 DAYS NET 31 _____

5% 30 DAYS NET 31 _____

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: _____%

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:

NEWSPAPER ADVERTISEMENT

MARICOPA COUNTY WEB SITE

PRE-SOLICITATION NOTICE

OTHER (PLEASE SPECIFY)

ALL PRICING SHALL BE SUBMITTED ON A 3.5" DISKETTE FORMATTED IN EXCEL '97. NO BIDS ACCEPTED WITHOUT THE ACCOMPANYING DISKETTE IN YOUR BID SUBMITTAL. ANY CONTAINING THE REQUIRED DISKETTE WILL BE CONSIDERED NON-RESPONSIVE AND CONSIDERED FOR EVALUATION OR CONTRACT AWARD.

ALL REQUESTS FOR DISKETTES MUST BE FAXED TO THE PROCUREMENT CONTRACTOR AT 258-1573. IN ADDITION, ONE (1) HARD COPY OF EACH PAGE OF ATTACHMENT A (PAGE) SHALL BE SUBMITTED WITH YOUR BID.

PRICING:

<u>ITEM DESCRIPTION</u>	<u>ADVISORY FEE</u>
1.0 TAX ANTICIPATION NOTE ISSUE(S)	
1.1 UP \$10,000,000	\$ 1.50 /\$1,000
1.2 \$10,000,001 TO \$20,000,000	\$ 0.75 /\$1,000
1.2 \$20,000,001 TO \$30,000,000	\$ 0.60 /\$1,000
1.2 \$30,000,001 AND ABOVE (\$15,000 Minimum)	\$ 0.50 /\$1,000
2.0 COMPETITIVE OR NEGOTIATED DEBT ISSUE(S)	
2.1 NEW LONG-TERM FINANCING	\$ 0.95 /\$1,000 (\$17,500 Minimum)
2.2 NEW CERTIFICATES OF PARTICIPATION	\$ 1.25 /\$1,000 (\$20,000 Minimum)
2.3 REFUNDING LONG-TERM FINANCING/CERTIFICATES OF PARTICIPATION	\$ 1.25 /\$1,000 (\$25,000 Minimum)
3.0 LIMITED PUBLIC OFFERINGS	
3.1 NEW MONEY	\$ 1.25 /\$1,000 (\$15,000 Minimum)
3.2 REFUNDING COP'S	\$ 1.25 /\$1,000 (\$15,000 Minimum)
3.3 LEASES	\$ 1.25 /\$1,000 (\$15,000 Minimum)
3.4 REFUNDING LEASES	\$ 1.25 /\$1,000 (\$15,000 Minimum)
4.0 STRUCTURING	
4.1 ESCROW	\$ 0.75 /\$1,000 (\$10,000 Minimum, \$25,000 Max)
4.2 BOND DEFEASANCES (NOT PART OF REFUNDING)	\$ 0.75 /\$1,000 (\$10,000 Minimum, \$25,000 Max)
5.0 PERSONNEL	
5.1 MANAGING DIRECTOR	\$ 175.00 /HOUR
5.2 VICE PRESIDENT	\$ 150.00 /HOUR
5.3 ASSOCIATE	\$ 75.00 /HOUR
5.4 ANALYST	\$ 75.00 /HOUR
6.0 REIMBURSIBLE EXPENSES	

- 6.1 TRAVEL AND RELATED EXPENSES ARE REIMBURSED AT COST IN ACCORDANCE WITH THE MARICOPA COUNTY TRAVEL POLICY AND MUST BE PRE-APPROVED BY MARICOPA COUNTY.
- 6.2 PRINTING/REPRODUCTION AND OTHER MISCELLANEOUS EXPENSES ARE REIMBURSED AT COST.

EXHIBIT B

SCOPE OF WORK

1.0 FINANCIAL PLANNING SERVICES

1.1 FINANCIAL PLAN:

1.1.1 The Contractor shall consult with County officials, bond counsel, disclosure counsel, underwriter, and rating agencies to develop a Financing Plan which will provide the most economical structure for any given financing. The Financing Plan shall include, but not be limited to, the following:

1.1.1.1 A thorough review and analysis of the existing financial resources, cash flows, and legal structure of the County, as well as all relevant data pertaining to the financing plan.

1.1.1.2 A determination of the amount necessary to be issued.

1.1.1.3 A determination of the structure, which will result in the County receiving the lowest possible borrowing, cost.

1.1.2 Contractor will provide guidance on the timing, structure and method of raising capital for proposed transactions in the financial plan.

1.1.3 Contractor will keep the County abreast of changing state and federal laws in connection with the County's financings and will be available to provide assistance and advice on any legislative issues impacting Maricopa County.

1.2 REVIEW EXISTING DEBT STRUCTURE:

1.2.1 Contractor will analyze and review the County's debt portfolio to identify refinancing opportunities.

1.3 ANALYZE FUTURE DEBT CAPACITY:

1.3.1 Contractor will formulate financial models to help evaluate the viability of various financing strategies to provide the required level of funding over time.

1.4 IDENTIFY FINANCING ALTERNATIVES:

1.4.1 Contractor will develop objective financing plans incorporating a full range of financing alternatives including; pay-as-you-go, WIFA loans, or special district debt where appropriate.

2.0 DEBT MANAGEMENT SERVICES

2.1 MAINTAIN DEBT POSITION SUMMARY:

2.1.1 Following each sale of debt the Contractor will update and maintain schedules for the County's Outstanding Debt Summary including, but not limited to:

2.1.1.1 Updates reflecting outstanding debt

2.1.1.2 Debt capacities

2.1.1.3 Debt service schedules

2.1.1.4 Ratings

- 2.1.1.5 Assessed values
- 2.1.1.6 Authorized but unissued debt

2.1.2 Contractor will maintain copies of all transcripts.

2.2 DEVELOP AND MONITOR FINANCING SCHEDULE

2.2.1 Contractor will prepare a bond sale calendar that clearly identifies the responsibilities of each participant in the transaction.

2.2.1.1 Maricopa County will have sufficient time for review of all disclosure materials prior to final printing and distribution.

2.2.1.2 Contractor we will keep County staff informed about the progress of the financing and, if necessary, modify the schedule to meet changing circumstances.

2.3 ANALYZE DEBT STRUCTURE ALTERNATIVES:

2.3.1 Contractor will analyze the debt structure and provide a determination based on the following three elements:

2.3.1.1 Is the proposed amortization schedule well-coordinated with County's existing debt;

2.3.1.2 Are the resources pledged to debt redemption sufficient to meet coverage requirements or tax rate parameters; and,

2.3.1.3 Is the proposed maturity schedule designed to attract maximum interest from underwriters and potential investors in the current market.

2.3.2 Contractor will provide advice and assistance concerning debt covenants, pledge of revenues, flow of funds, and legal coverage requirements.

2.3.3 Contractor will utilize the information from policy review and development to formulate the issue structure and other terms under which the bonds are to be offered addressing the following key issues:

2.3.3.1 Maturity Schedule and Pattern of Debt Service-provide advice and assistance in planning debt issue, determining the principal amount of debt to be sold, and develop a maturity schedule for each bond issue.

2.3.3.2 Call Features-Contractor will perform a detailed analyses of different call features, analyzing the effects of shorter call dates, smaller call premiums or even noncallable bonds and the potential impact they may have on marketing the bonds and interest rates that would be attained.

2.3.3.3 Credit Enhancement-Contractor will analyze the merits of obtaining credit enhancements for discussion with County staff.

2.4 DEVELOP FINANCING DOCUMENTS:

2.4.1 Contractor will assist in the preparation, review and adoption of all legal documents and for drafting, printing, and distributing all disclosure documents prior to the bond sale.

2.4.2 Contractor will coordinate with County officials, bond counsel, and other team members in the preparation, review and finalization of all bond document preparation activities including:

- 2.4.2.1 Arranging for debt sales advertising in trade journals and periodicals such as the Bond Buyer and making all necessary arrangements for each bond sale with the registrar and trustee.
- 2.4.2.2 Coordinate the printing and delivery of securities and notify the purchaser of the date and place that payment will be made.

2.5 COORDINATE THE MARKETING OF BONDS:

- 2.5.1 To assist the County with the timing of proposed issues, Contractor will closely monitor all local, national and international developments and evaluate the potential impact of each event on a new-issue of tax-exempt securities.
- 2.5.2 Contractor will assist the County in coordinating its offerings with those of other issuers. This effort is designed to focus underwriter interest in the County's transactions by separating them from other sales. The overall goal is to identify a market in which: interest rates are stable; the supply of tax-exempt securities is light; and there is significant demand from both institutional and retail investors.
- 2.5.3 Working closely with County staff and bond counsel, Contractor will be actively involved in the review and development of key disclosure materials required to effectively market the County's issues (including the necessary documents for electronic bidding, if appropriate). These disclosure materials include the preliminary official statement ("POS"), the final official statement ("OS"), and for competitively bid issues, the official bid form and the Notice of Sale.
 - 2.5.3.1 For the County's offerings, Contractor will work closely with County staff and financing team members to ensure that the POS is in full compliance with SEC guidelines, industry standards, and the guidelines developed by GFOA and MSRB.
- 2.5.4 Assist with securing a line or letter of credit when necessary.

2.6 RATING AGENCY CONTACTS:

- 2.6.1 Contractor will determine both credit strengths and weaknesses prior to any presentation of materials to rating analysts based on a clear understanding of the analytical methods utilized by Moody's Investors Service, Standard & Poor's Corporation and Fitch Ratings.
- 2.6.2 Contractor will recommend the rating firms to be used, if necessary, and prepare and present such information as is required to receive rating.

2.7 ASSIST WITH THE PRICING OF THE BONDS:

- 2.7.1 Contractor will provide the County with market information relating to comparable issues in the market, comparisons of takedown levels and important economic data releases.
 - 2.7.1.1 Contractor will provide aggressive and informed representation to prospective bidders on behalf of the County in the pricing of securities.
 - 2.7.1.2 Contractor will assist in the evaluation of competitive bids and actively monitor market conditions to effectively advise the County as to the most appropriate market timing for its security offerings.
- 2.7.2 Contractor will provide the County with a Final Pricing Report so that the County can evaluate the fairness of the pricing of the bonds.

- 2.7.2.1 The Report will be a summary of the bond pricing, final pricing and debt service schedules, orders and allocation of bonds (for negotiated financings), review of market conditions, bond rating reviews, and related news articles.
- 2.7.2.2 The report will serve as a measure of the fairness of the pricing terms, and also as a comprehensive reference to which the County may refer in the future

2.8 ASSIST WITH PRECLOSING AND CLOSING:

- 2.8.1 Contractor will work with all parties involved with the closing to prepare a schedule of tasks to be completed prior to closing and identify the party responsible for completing the task. These tasks include completing the final official statement, preparing closing documents, arranging for the transfer of funds and the investment of funds.

US BANCORP-PIPER JAFFRAY & CO. INC PUBLIC FINANCE DEPARTMENT, 2525 E. CAMELBACK ROAD SUITE #925, PHOENIX, AZ 85016

PRICING SHEET SO67901/P061603/B0603388/NIGP CODE 9464801, 9464802, 9464803, 9464804, 9464805, 9464806

Terms: NET 30

Vendor Number: **W000002420 X**

Telephone Number: **602/808-5423**

Fax Number: **602/808-5420**

Contact Person: William D. Davis

E-mail Address: wcdavis@pjc.com

Company Web Site: www.pjc.com

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2006 2009**.