

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
10-4-16
Date
Signature

TITLE: RATIFICATION OF AGREEMENT NO. A17.175 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND JONES HALL FOR BOND COUNSEL AND DISCLOSURE COUNSEL SERVICES IN CONNECTION WITH GENERAL OBLIGATION BOND PROCEEDINGS

Business & Facilities
Consent #22

October 4, 2016
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Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On May 10, 2016, Resolution No. 63-15/16 was adopted by the Board of Education calling for a General Obligation Bond election for school facilities on November 8, 2016. Jones Hall, a professional law corporation, has been chosen to provide services as bond counsel in connection with the issuance and sale of the Bonds and to provide Disclosure Counsel Services in the General Obligation Bond proceedings.

Additional information is available in the Business Services Department.

Fiscal Analysis

The total fee plus out-of-pocket expenses for each separate series of Bonds shall not exceed \$75,000 and are contingent upon the successful passage of the ballot measure. In addition, for the services of attorneys performed in connection with the calling of the bond election and advice rendered during the period leading up and until the election, a flat fee of \$5,000 will be charged. The fees are considered cost of issuance and will be paid from the bond proceeds.

Recommendation

It is recommended that the Board of Education ratify Agreement No. A17.175 between Simi Valley Unified School District and Jones Hall for Bond Counsel and Disclosure Counsel Services in Connection with General Obligation Bond Proceedings.

On motion # 47 by Trustee Sundland, seconded by Trustee White and carried by a roll-call vote of 5/0, the Board of Education ratified Agreement No. A17.175 between Simi Valley Unified School District and Jones Hall for Bond Counsel and Disclosure Counsel Services in Connection with General Obligation Bond Proceedings.

Ayes: White, Collins, Sundland, Daniels, Bob Noes: 0 Absent: 0 Abstained: 0



JONES HALL

LEGAL SERVICES AGREEMENT

BY AND BETWEEN THE SIMI VALLEY UNIFIED SCHOOL DISTRICT AND
JONES HALL, A PROFESSIONAL LAW CORPORATION,
FOR BOND COUNSEL AND DISCLOSURE COUNSEL SERVICES IN
CONNECTION WITH GENERAL OBLIGATION BOND PROCEEDINGS

THIS AGREEMENT is entered into this 7th day of July, 2016, by and between the SIMI VALLEY UNIFIED SCHOOL DISTRICT (the "Client") and JONES HALL, A PROFESSIONAL LAW CORPORATION, San Francisco, California ("Attorneys");

WITNESSETH:

WHEREAS, the Client intends to seek authorization of and to issue general obligation bonds (the "Bonds") in the name and on behalf of the Client pursuant to the laws of the State of California;

WHEREAS, in connection with such proceedings, the Client requires the advice and assistance of bond counsel and disclosure counsel;

WHEREAS, the Client has determined that Attorneys are qualified by training and experience to perform the services of bond counsel and disclosure counsel and Attorneys are willing to provide such services; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

In consideration of the foregoing and the mutual covenants contained in this Agreement, the Client and Attorneys agree as follows:

Section 1. Attorney-Client Relationship. Upon execution of this Agreement, the Client will be Attorney's client and an attorney-client relationship will exist between Client and Attorneys. Attorneys assume that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interests in this transaction. Attorneys further assume that all other parties understand that in this transaction Attorneys represent only the Client, Attorneys are not counsel to any other party, and Attorneys are not acting as an intermediary among the parties. Attorneys' services as bond counsel and disclosure counsel are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations. Attorneys' representation of the Client will not affect, however, our responsibility to render an objective Bond Opinion.

Section 2. Scope of Engagement as Bond Counsel. Attorneys shall perform all of the following services as bond counsel in connection with the issuance and sale of the Bonds for the purpose of providing financing for the projects:

indirectly, to federal income taxation, or otherwise prevent owners of the Bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislation or clarification of the Code may also affect the market price for, or marketability of, the Bonds. Attorneys will express no opinion regarding any pending or proposed federal tax legislation.

In rendering the Bond Opinion, Attorneys will rely upon the certified proceedings and other certifications of public officials and other persons furnished to Attorneys without undertaking to verify the same by independent investigation, and Attorneys will assume continuing compliance by the Client with applicable laws relating to the Bonds.

Section 3. Scope of Engagement as Disclosure Counsel. Attorneys shall perform all of the following services as disclosure counsel in connection with the issuance and sale of the Bonds for the purpose of providing financing for the Project:

- a. Prepare the Official Statement (both preliminary and final) or other disclosure documents in connection with the offering of the Bonds.
- b. Confer and consult with the officers and administrative staff of the Client as to matters relating to the Official Statement.
- c. Attend all meetings of the Client and any administrative meetings at which the Official Statement is to be discussed, deemed necessary by Attorneys for the proper exercise of their due diligence with respect to the Official Statement, or when specifically requested by the Client to attend.
- d. On behalf of the Client, prepare the bond purchase contract pursuant to which the Bonds will be sold to the underwriter and a continuing disclosure certificate of the Client to assist the underwriter with complying with Securities and Exchange Commission Rule 15c2-12.
- e. Subject to the completion of proceedings to the satisfaction of Attorneys, provide a letter of Attorneys addressed to the Client and the underwriter that, although Attorneys are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement and make no representation that Attorneys have independently verified the accuracy, completeness or fairness of any such statements, no facts have come to Attorneys' attention that cause Attorneys to believe that the Official Statement (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning the Bond Insurance Policy and the Insurer, and information concerning the Depository Trust Company and the book-entry system for the Bonds, contained or incorporated by reference in the Official Statement and the appendices to the Official Statement, which Attorneys will expressly exclude from the scope of this sentence) as of the date of the Official Statement or the date hereof contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Section 4. Excluded Services. Our duties in this engagement are limited to those expressly set forth above in Section 2 and Section 3, except as expressly set forth in a written amendment to this Agreement. Among other things, our duties do not include:

represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. Attorneys do not believe such representation, if it occurs, will adversely affect Attorneys' ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this Agreement will signify the Client's consent to Attorneys' representation of others consistent with the circumstances described in this paragraph.

Section 6. Compensation. The following fees apply to the legal services rendered hereunder:

(a) Bond and Disclosure Counsel Services: Bond Issuance For all services rendered by Attorneys as described in Sections 2 and 3 in connection with the sale of each separate series of the Bonds Attorneys shall receive a fee of:

- a. One percent (0.01) of the principal amount of the first \$1.0 million or any portion thereof of the Bonds issued and delivered;
- b. One-half of one percent (0.005) of the principal amount of the next \$5.0 million or any portion thereof of the Bonds issued and delivered;
- c. One-tenth of one percent (0.0010) of the principal amount of the Bonds issued and delivered in excess of \$6 million;
- d. All out-of-pocket expenses, not to exceed \$3,500.

The total fee plus out-of-pocket expenses for each separate series of Bonds shall not exceed \$75,000.

All of said above fees are contingent upon the successful passage of the ballot measure, if applicable, and sale of the Bonds or notes and shall constitute the total compensation due to Attorneys including reimbursement for out of pocket costs and shall be payable solely from the proceeds of the Bonds only when the Bonds are successfully issued and sold.

(b) Bond Counsel Services: Election Proceedings. For the services of Attorneys performed in connection with the calling of the bond election and advice rendered during the period leading up and until the election, Client shall pay Attorneys a flat fee of \$5,000. An invoice for said services will be presented following the election date.

The foregoing fees are not set by law but are negotiable between Attorneys and Client.

Section 7. Responsibilities of the Client.

(a) General. The Client will cooperate with Attorneys and furnish Attorneys with certified copies of all proceedings taken by the Client, or otherwise deemed necessary by Attorneys to render an opinion upon the validity of the proceedings. During the course of this engagement, Attorneys will rely on Client to provide Attorneys with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. Attorneys are not responsible for costs and expenses incurred incidental to the actual issuance and delivery of the Bonds, including the cost of preparing certified copies of proceedings

**JONES HALL, A PROFESSIONAL LAW
CORPORATION**

William J. Kadi

By _____
William J. Kadi
Shareholder