INFORMATION SHEET 11/9/2021 TRUSTEES' MEETING

ATTACHMENT 7.2

TO: Jim Bridges, Superintendent

FOR: Board of Trustees

FROM: Dena Whittington, CBO

ISSUE: Bond Counsel for 2022 Issuance and Refunding

The District is in a position to refund the existing bond debt and issue the remaining bond authorization. In order to complete these transactions, Bond Counsel, Financial Advisor and Bond Underwriter are necessary.

Attached is the contract with Lozano Smith to serve as Bond Counsel. The fees will be paid from the transaction proceeds and not impact the General Fund.

AGREEMENT FOR BOND AND DISCLOSURE COUNSEL SERVICES
BY AND BETWEEN
JEFFERSON SCHOOL DISTRICT
AND
LOZANO SMITH, LLP

PREAMBLE

THIS AGREEMENT is entered into effective as of November 1, 2021, by and between the JEFFERSON SCHOOL DISTRICT (San Joaquin County, California) (the "District") and the law firm of LOZANO SMITH, LLP ("Lozano Smith").

RECITALS

WHEREAS, at an election held on November 2, 2010, the voters of the District approved the issuance and sale of general obligation bonds of the District in a principal amount not to exceed $35,400,000 (the "2010 Authorization"); and

WHEREAS, on May 11, 2011, the District issued its first series of bonds pursuant to the 2010 Authorization, designated as "General Obligation Bonds, 2010 Election, Series A" (the "Series A Bonds"); and

WHEREAS, on June 6, 2013, the District issued its second series of bonds pursuant to the 2010 Authorization, designated as "General Obligation Bonds, 2010 Election, Series B" (the "Series B Bonds"); and

WHEREAS, on September 10, 2014, the District issued its third series of bonds pursuant to the 2010 Authorization, designated as "General Obligation Bonds, 2010 Election, Series C" (the "Series C Bonds"); and

WHEREAS, after the issuance of the Series C Bonds, the District has $2,189,267.90 principal amount of the 2010 Authorization remaining; and

WHEREAS, in order to reduce interest costs on its outstanding general obligation bonds, the District intends to sell its 2022 General Obligation Refunding Bonds (the "Refunding Bonds"); and

WHEREAS, the District also intends to issue and sell additional bonds pursuant to the remaining authority under the 2010 Authorization, in one or more series (the "Series D Bonds"), in order to finance certain capital facilities projects authorized by the voters of the District; and

WHEREAS, the District will require the services of bond counsel and disclosure counsel for such purposes; and

WHEREAS, Lozano Smith, through certain of its partners and other attorneys, is qualified to serve as bond counsel and disclosure counsel for the District, having the expertise, experience in similar financings, service delivery capabilities, and other indicators, including being listed as nationally recognized bond counsel in the Bond Buyer's Municipal Marketplace (commonly referred to as the "Red Book") and having membership in the National Association of Bond Lawyers; and

WHEREAS, Lozano Smith's attorneys have previously served as bond counsel and disclosure counsel for a number of public school districts; and

WHEREAS, Lozano Smith's attorneys have previously provided other legal counsel services to the District and are familiar with its needs; and

WHEREAS, payment for bond counsel and disclosure counsel services is contingent upon the issuance of a related series of bonds and no payment shall be made hereunder unless and until such bonds are sold.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Duties as Bond Counsel. Lozano Smith, as Bond Counsel, shall do, carry out, and perform all of the following legal services as are necessary for the issuance of the Refunding Bonds and the Series D Bonds:

(a) Prepare for the District resolutions and other documents as are necessary for the issuance and sale of the Refunding Bonds and the Series D Bonds. This includes consulting with the District regarding the financing and preparing and/or reviewing other documents as are necessary for the issuance and sale of the Refunding Bonds and the Series D Bonds.

(b) Consult with the District and its staff, San Joaquin County, its County Counsel, and the District's financial advisor and/or underwriter (and its counsel, if any) concerning the Refunding Bonds and the Series D Bonds and the timing, terms and structure of the offering thereof.

(c) If requested, attend meetings of the Board of Education of the District regarding the issuance and sale of the Refunding Bonds and the Series D Bonds.

(d) Prepare proceedings for and conduct the sale of the Refunding Bonds and the Series D Bonds, including preparation of one or more Bond Purchase Agreements setting forth the terms and conditions of all Refunding Bonds and the Series D Bonds and their form, date, denominations and maturity.

(e) Perform due diligence necessary for, and render customary final and supplemental legal Opinions of Bond Counsel at the time of delivery of and receipt for payment of the Refunding Bonds and the Series D Bonds.

(f) Prepare the Bond certificates; prepare final closing papers necessary for the issuance of, and tax status of interest on the Refunding Bonds and Series D Bonds, including ancillary agreements between the District and the Paying Agent and Escrow Agent, and including a tax certificate of the District; organize and conduct the closing of the Refunding Bonds and the Series D Bonds.

Section 2. Duties as Disclosure Counsel. Lozano Smith, as Disclosure Counsel, shall do, carry out, and perform all of the following legal services as are necessary for the issuance of the Refunding Bonds and the Series D Bonds:

(a) Assist the District with the preparation and review of the preliminary and the final Official Statement and attend any meetings in connection with such preparation or review, if so requested;

(b) If the Refunding Bonds and the Series D Bonds are sold by a negotiated sale, prepare and review the bond purchase contract between the District and the underwriter of the Refunding Bonds and the Series D Bonds; or, if the Refunding Bonds and the Series D Bonds are sold by a competitive sale, prepare and review a Notice of Sale and related documents, including winning bid information;

(c) Prepare and review the continuing disclosure agreement and certificates of the District in connection with the issuance of the Refunding Bonds and the Series D Bonds;

(d) Subject to satisfactory completion of our review, provide to the District our written observation, consistent with S.E.C. Rule 10b-5, to the effect that, in the course of our participation, no information has come to our attention which leads us to believe that the Official Statement, as of its date (except for the financial statements, other statistical data, feasibility reports and statements of trends and forecasts, and information concerning any credit enhancer (e.g., bond insurer), and DTC contained in the Official Statement and its appendices, as to which we will express no view), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading.

Section 3. Duties as District Counsel. Lozano Smith, as District Counsel, shall do, carry out, and perform all of the legal review of documents and proceedings as is necessary for the delivery of a customary opinion of District Counsel passing upon due adoption of the bond resolution, valid formation and status of the District, enforceability of certain District documents, certain litigation matters and, if requested by financing parties, such other matters as are customarily passed upon by District Counsel in order to effectuate the closing for the Refunding Bonds and the Series D Bonds.

Section 4. Excluded Services. Unless otherwise agreed upon in writing, Lozano Smith will not be responsible for: (i) preparing or reviewing any advice concerning the registration requirements, if any, of federal and state securities laws ("Blue Sky Laws") for sale of the Bonds in various jurisdictions; (ii) representing the District in any litigation proceedings challenging the validity of the bond election or Refunding Bonds and the Series D Bonds or any proceedings taken in connection therewith, without separate agreement between the District and Lozano Smith; (iii) monitoring or assuring compliance with the rebate requirements applicable under federal tax law to the Refunding Bonds and the Series D Bonds, other than to render advice as to the legal interpretation of such requirements as set forth in the Resolution or Indenture relating to the Refunding Bonds and the Series D Bonds; or (iv) advising or providing services to the District with respect to legal requirements applicable to the acquisition of real property and/or construction of the improvements to be financed from the proceeds of the Refunding Bonds and the Series D Bonds and matters related to the California Environmental Quality Act, school site suitability requirements and findings, and the like, which advice and services shall be provided under the current hourly contract with the District, if so requested by the District.

Section 5. Compensation. For Bond Counsel, Disclosure Counsel, and District Counsel services hereunder, the District will pay Lozano Smith as follows:

(a) For Bond Counsel services in connection with the issuance of the Refunding Bonds, a flat fee of $45,000, inclusive of costs, but excluding travel expenses for trips outside of California (which shall be undertaken only at the specific request of the District). For Bond Counsel services in connection with the issuance of the Series D Bonds, assuming that the Series D Bonds are issued concurrently with the Refunding Bonds, a flat fee of $25,000, inclusive of costs, but excluding travel expenses for trips outside of California (which shall be undertaken only at the specific request of the District).

(b) For Disclosure Counsel services, in connection with the issuance of the Refunding Bonds and the Series D Bonds, assuming the Series D Bonds are issued concurrently with the Refunding Bonds, together, a flat fee of $25,000, inclusive of costs.

For the purposes of paragraphs (a) and (b) above, "issued concurrently with" shall mean that the Refunding Bonds and the Series D Bonds share the same offering documents for initial disclosure purposes (i.e., one official statement for the two series) and are closed within 30 days of one another.

District Counsel services in connection with the issuance of each series of Bonds shall be provided, if requested, at no additional charge.

The Parties acknowledge that these fees assume the transactions will be handled without an extraordinary number of Board meetings (i.e., more than three) or document distributions (i.e., more than four), and that if this assumption is not realized for any issue of Bonds, then

Lozano Smith will be entitled to additional compensation with respect to that issue of Bonds, in an amount to be determined by agreement of the Parties.

Payment of said fees and costs to Lozano Smith shall be due only upon the closing of each issue of Bonds and the delivery of the proceeds thereof to the District and may be paid from proceeds of the Bonds or other identified funds of the District.

Section 6. Responsibilities of the District. The District shall cooperate with Lozano Smith and shall furnish them with certified copies of all proceedings taken by the District, or other documents deemed necessary by Lozano Smith to render an opinion upon the validity of such proceedings. All costs and expenses incurred incidental to the actual issuance and delivery of Bonds, including the cost and expense of preparing certified copies of proceedings required by Lozano Smith in connection with the issuance of the Bonds, the cost of preparing the Bonds for execution and delivery, all printing costs and publication costs, and any other expenses incurred in connection with the issuance of Bonds, shall be paid from Bond proceeds or other identified funds of the District.

Section 7. Communications. In addition to regular telephone, mail and other common business communication methods, the District authorizes Lozano Smith to use facsimile transmissions, cellular telephone calls and unencrypted email, and other computer transmissions (including web-hosting of documents) in communicating with the District and other members of financing team for the Bonds. Unless otherwise instructed by the District, any such communications may include confidential information.

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Section 8. Discharge or withdrawal of services. The District may discharge Lozano Smith at any time by written notice. Unless otherwise agreed, and except as required by law, Lozano Smith will provide no further services hereunder after receipt of such notice. Lozano Smith may withdraw its services hereunder with the District's consent or as allowed or required by law, upon ten (10) days written notice. Upon discharge or withdrawal, Lozano Smith shall transition all outstanding legal work and services to others as the District shall direct. If discharge or withdrawal occurs before the issuance and sale of the Bonds, compensation under section 5 shall be adjusted depending on the facts and circumstances of the discharge or withdrawal.

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IN WITNESS WHEREOF, the District and Lozano Smith have executed this Agreement as of the date first above written.

DISTRICT:	**ATTORNEYS:**
JEFFERSON SCHOOL DISTRICT	LOZANO SMITH, LLP
By: _____	By: _____
James Bridges, Ed.D.,	Karen M. Rezendes,
Superintendent	Managing Partner