

AGREEMENT FOR LEGAL SERVICES

BY AND BETWEEN THE MT. DIABLO UNIFIED SCHOOL DISTRICT AND JONES HALL, A PROFESSIONAL LAW CORPORATION, FOR BOND COUNSEL AND DISCLOSURE COUNSEL SERVICES IN CONNECTION WITH PROCEEDINGS FOR THE ISSUANCE OF REFUNDING GENERAL OBLIGATION BONDS

This AGREEMENT FOR LEGAL SERVICES dated as of August 25, 2021, is between the MT. DIABLO UNIFIED SCHOOL DISTRICT (the "District"), and JONES HALL, A PROFESSIONAL LAW CORPORATION, San Francisco, California ("Attorneys");

WITNESSETH:

WHEREAS, in order to provide financing and refinancing for school facilities as authorized by its voters, the District has previously issued the following general obligation bonds of the District (collectively, the "Prior Bonds"):

- Mt. Diablo Unified School District General Obligation Bonds, 2010 Election, 2011 Series D issued by the District in the aggregate principal amount of \$7,133,581.55 (the "2010 Series D Bonds"), under a resolution of the Board of Education of the District adopted on February 22, 2011;
- Mt. Diablo Unified School District General Obligation Refunding Bonds, Series 2011 issued by the District in the aggregate principal amount of \$37,790,000 (the "2011 Series A Refunding Bonds"), under a resolution of the Board of Education of the District adopted on May 24, 2011;
- Mt. Diablo Unified School District General Obligation Refunding Bonds, Election of 2002, Series B issued by the District in the aggregate principal amount of \$43,700,000 (the "2011 Series B Refunding Bonds") adopted on September 27, 2011;
- Mt. Diablo Unified School District General Obligation Refunding Bonds, Election of 2002, Series B-2 issued by the District in the aggregate principal amount of \$40,540,000 (the "2012 Refunding Bonds") adopted on September 27, 2011, as supplemented by a resolution adopted on February 27, 2012;
- Mt. Diablo Unified School District General Obligation Bonds, 2010 Election, 2011 Series E issued by the District in the aggregate principal amount of \$149,995,000 (the "2010 Series E Bonds"), under a resolution of the Board of Education of the District adopted on May 8, 2012; and

WHEREAS, in order to refinance all or a portion of the outstanding Prior Bonds and thereby realize debt service savings for the taxpayers of the District, the District has determined at this time to issue its 2021 Refunding General Obligation Bonds (the

“Bonds”), consisting of a series of tax-exempt bonds and a series of federally taxable bonds; and

WHEREAS, in connection with the issuance of the Bonds, the District requires the services of bond counsel and disclosure counsel, and Attorneys are qualified by training and experience to perform the services of bond counsel and disclosure counsel and are willing to provide such services on the terms set forth herein;

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

SECTION 1. *Identification of Client.* Attorneys shall represent the District as Bond Counsel and Disclosure Counsel in connection with the proceedings for the authorization, issuance and sale of the Bonds. Attorneys will not represent, and will owe no duties to, any other party, including but not limited to financial advisor, trustee, bond insurer and underwriter of the Bonds.

SECTION 2. *Duties of Attorneys as Bond Counsel.* Attorneys shall do, carry out and perform all of the following services as are necessary for the validation, issuance and sale of the Bonds:

- Consultation and cooperation with attorneys, consultants, underwriters, staff and employees of the District, and assisting such consultants, underwriters, staff and employees in the formulation of a coordinated financial and legal issuance of the Bonds by the District.
- Preparation of all legal proceedings for the authorization, issuance and delivery of Bonds by the District and the refunding of the Prior Bonds; including preparation of a resolution authorizing the issuance and sale of the Bonds; preparation of all documents required for delivery of the Bonds and supervising such delivery; and preparation of all other proceedings incidental to or in connection with the issuance, sale and delivery of the Bonds.
- Upon completion of proceedings to the satisfaction of Attorneys, providing a legal opinion approving in all regards the legality of all proceedings for the authorization, issuance and delivery of Bonds, and stating that interest on the series of tax-exempt Bonds is excluded from gross income for purposes of federal income taxes and further stating that interest on the Bonds is exempt from California personal income taxation, which opinion shall inure to the benefit of the purchasers of the Bonds.
- Any and all legal consultation requested by the District concerning the Bonds at any time after delivery of the Bonds.
- Such other and further services as are normally performed by Bond Counsel in connection with the issuance of bonds or obligations of a similar character to the Bonds.

SECTION 3. *Duties of Attorneys as Disclosure Counsel.* In addition to their duties as Bond Counsel to the District under Section 1, Attorneys shall do, carry out and perform all of the following services as Disclosure Counsel to the District in connection with the issuance of the Bonds:

- Participating in the preparation of the Official Statement by consulting with representatives of the District, the underwriter and others, gathering information for disclosure in the Official Statement, and having primary responsibility for drafting the Official Statement.
- Rendering a letter to the District and the underwriter of the Bonds stating that based upon Attorney's participation in the preparation of the Official Statement, nothing has come to their attention to lead them to believe that the Official Statement (except for any financial statements and the financial and statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion included therein, and The Depository Trust Company and its book-entry system and information in the Appendices, as to which Attorneys are not required to express a view) as of the date of the Official Statement or the date of closing of the Bonds 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.
- Such additional legal services as are customarily rendered by disclosure counsel on comparable financing transactions.

SECTION 4. *Excluded Services.* Attorneys' duties in this engagement are limited to those expressly set forth above in Sections 2 and 3, unless otherwise set forth in a written amendment to this Agreement. Among other things, Attorneys' duties do not include:

- Preparing requests for "no-action" letters from the Securities and Exchange Commission.
- Preparing blue sky or investment surveys with respect to the Bonds, or performing research regarding the District's past compliance with regard to prior continuing disclosure undertakings pursuant to Securities and Exchange Commission Rule 15c2-12, if any.
- Drafting state constitutional or legislative amendments.
- Pursuing test cases or any other litigation, including but not limited to contested validation actions or legal challenges which arise during the course of the proceedings relating to the Bonds.
- Making an investigation or expressing any view as to the creditworthiness of the District or the Bonds.

- Representing the District in Internal Revenue Service examinations, audits or inquiries, or Securities and Exchange Commission investigations.
- Reviewing or opining on the business terms of, validity, or federal tax consequences of any investment agreement that the District may choose as an investment vehicle for the proceeds of the Bonds.
- Reviewing or opining on the business terms of, validity, or federal tax consequences of any derivative financial products that the District may choose to enter into in connection with the issuance of the Bonds.
- Other than explaining legal requirements or considerations, advising on financial or business decisions with respect to a proposed issue, such as the par amount of the debt to be issued or other pricing variables.

SECTION 5. *Conflicts; Prospective Consent.* Attorneys represent many political subdivisions, investment banking firms and financial advisory firms. It is possible that during the time that Attorneys are representing the District, one or more of Attorneys' present or future clients will have transactions with the District. It is also possible that Attorneys may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance and sale of the Bonds. Attorneys do not believe such representation, if it occurs, will adversely affect Attorneys' ability to represent the District as provided in this Agreement, either because such matters will be sufficiently different from the issuance and sale of the Bonds so as to make such representations not adverse to Attorneys' representation of the District, 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 entity will be relevant to any aspect of the issuance and sale of the Bonds. Execution of this Agreement will signify the District's consent to Attorneys' representation of others consistent with the circumstances described in this paragraph.

SECTION 6. *Compensation.* For the services of Attorneys as Bond Counsel under 2, the District will pay Attorneys a flat fee of \$70,000. For the services of Attorneys as Disclosure Counsel under 3, the District will pay Attorneys a flat fee of \$25,000. Notwithstanding the foregoing, however, in the event that one or more series of the Prior Bonds is not refunded, the foregoing fees of Attorneys shall be reduced to reflect the reduced amount of work which is required by Attorneys as a result, in an amount which is mutually agreed to by Attorneys and the District.

In addition to the foregoing fees, Attorneys will be reimbursed for direct out-of-pocket expenses for messenger and delivery services, costs of legal publication, photocopying and preparation of official transcripts of the proceedings, in the amount of \$2,250. Such fees and reimbursements shall be payable solely from the proceeds of the Bonds, and shall be allocated between the tax-exempt bonds and the taxable bonds on such reasonable basis as shall be determined by Attorneys. The foregoing fees are not set by law but are negotiable between Attorneys and the District.

SECTION 7. *Responsibilities of the District.* The District shall cooperate with Attorneys and shall furnish Attorneys with certified copies of all proceedings taken by the District, or other deemed necessary by Attorneys 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 Attorneys 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 by the District.

SECTION 8. *Termination of Agreement.* This Agreement may be terminated by the District at any time by giving written notice to Attorneys with or without cause. In the event of termination, all finished and unfinished documents, exhibits, project data, reports, and evidence shall, at the option of District, become its property and shall be delivered to it by Attorneys. If this Agreement is terminated by the District and the Bonds are subsequently issued, Attorneys shall be paid a fee for their services rendered through the date of such termination, in a pro rata amount of the total fee which would have been paid hereunder had such termination not taken place.

SECTION 9. *Independent Contractor.* Attorneys will act as an independent contractor in performing the services required under this Agreement, and under no circumstances shall Attorneys be considered an agent, partner, or employee of the District.

SECTION 10. *Liability Insurance; Costs of Regulatory Agency Investigations.* Attorneys must maintain at their own expense at all times during the term of this Agreement policies of insurance, acceptable to the District, covering its workers' compensation injuries, public liability and professional liability. In the event any investigation, inquiry or other action is instituted by the Securities and Exchange Commission, the Internal Revenue Service or other governmental regulatory agency into the Bonds under federal securities law or federal tax law, the District and Attorneys shall meet and confer to discuss the extent to which it is appropriate for Attorneys to represent the common interests of the District and Attorneys in responding to such investigation, inquiry or other action, and the extent to which the cost thereof shall be borne by Attorneys.

SECTION 11. *Assignment.* Attorneys may not assign their rights or delegate their obligations under this Agreement, in whole or in part, except with the prior written consent of the District.

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

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: _____
Authorized Officer

**JONES HALL
A PROFESSIONAL LAW CORPORATION**

A handwritten signature in blue ink, appearing to read "C. Adams", is written over a horizontal line.

By: _____
Vice President