

AGREEMENT FOR LEGAL SERVICES

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

This AGREEMENT FOR LEGAL SERVICES is entered as of September 12, 2016, between the MT. DIABLO UNIFIED SCHOOL DISTRICT (the "District") and JONES HALL, A PROFESSIONAL LAW CORPORATION, San Francisco, California ("Attorneys").

BACKGROUND:

1. The District is proceeding to issue its General Obligation Bonds, 2010 Election, Series G (the "Series G Bonds") pursuant to the authorization obtained from the voters at an election held on June 8, 2010.
2. The District requires the services of nationally-recognized bond counsel and disclosure counsel in connection with the issuance of the Series G Bonds.
3. Attorneys have nationally-recognized expertise in serving as bond counsel and disclosure counsel to public agencies, and have represented the District in connection with prior bond issues under the authorization.

AGREEMENT:

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

Section 1. Identification of Client. Attorneys shall represent the District in connection with the proceedings for the authorization, issuance and sale of the Series G Bonds. Attorneys will not represent, and will owe no duties to, any other party, including but not limited to any financial advisor, trustee, paying agent, bond insurer or purchaser of the Series G Bonds.

Section 2. Duties of Attorneys. Attorneys shall perform all of the following services as Bond Counsel and Disclosure Counsel to the District in connection with the issuance and sale of the Series G Bonds:

Bond Counsel Services. Attorneys shall perform all of the following services as Bond Counsel to the District in connection with the issuance and sale of the Series G Bonds:

- Review all legal proceedings for the authorization, issuance and delivery of the Series G Bonds by the District; including preparation of a resolution of the Governing Board of the District authorizing the issuance and sale of the Series G Bonds and all documents required for the bond delivery; preparing certifications, opinions and other documentation required for the closing of the Series G Bonds, and

supervising the closing; and preparation of all other proceedings incidental to or in connection with the issuance, sale and delivery of the Series G Bonds.

- Application for any Internal Revenue Service or other rulings necessary to assure tax-exempt status of the Series G Bonds, or as required by the purchaser of the Series G Bonds.
- Advising the District as to compliance with federal tax law as required to ensure that interest on the Series G Bonds is exempt from federal income taxation.
- Upon completion of proceedings to Attorneys' satisfaction, providing a legal opinion approving the validity and enforceability of the proceedings for the authorization, issuance and sale of the Series G Bonds, and stating that interest on the Series G Bonds is (a) excluded from gross income for purposes of federal income taxes and (b) exempt from California personal income taxation. This opinion will be addressed to the District and may also be addressed to the purchaser of the Series G Bonds and other participants in the financing.
- Such other and further services as are normally performed by bond counsel and disclosure counsel in connection with the issuance of general obligation bonds by school districts in California, including any and all legal consultation requested by the District concerning the Series G Bonds following the issuance of the Series G Bonds.

Disclosure Counsel Services. Attorneys shall perform all of the following services as Disclosure Counsel to the District in connection with the issuance and sale of the Series G Bonds:

- Participating in the preparation of the Official Statement relating to the Series G Bonds by consulting with representatives of the District, the financial advisor and others, gathering information for disclosure in the Official Statement, and assisting in drafting the Official Statement.
- Rendering an opinion to the District and the purchaser of the Series G 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 no view need be expressed) 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 3. Compensation. For the services of Attorneys as Bond Counsel and Disclosure Counsel for the Series G Bonds, the District will pay Attorneys fee (expressed as a percentage of the principal amount of the Series G Bonds which are issued) as follows:

1/2% of the first \$5 million of Bonds, plus
1/4% of the next \$10 million of Bonds, plus
1/8% of the remaining principal amount of Bonds

In addition, the District shall reimburse Attorneys for all direct out-of-pocket expenses incurred by Attorneys for messenger and delivery service, travel outside the State of California, photocopying and closing costs, and the cost of obtaining statistical information for the Official Statement relating to the Series G Bonds.

Payment of said fees and expenses is entirely contingent upon the successful issuance of the Series G Bonds by the District, and is due upon the issuance of the Series G Bonds.

Section 4. Term of Agreement. This Agreement shall remain in effect and shall be binding on the District and Attorneys until the date on which all of the Series G Bonds have been issued.

Section 5. Responsibilities of the District. The District will cooperate with Attorneys and 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 the proceedings. Attorneys are not responsible for costs and expenses incurred incidental to the actual issuance and delivery of the Series G Bonds, including the cost of preparing certified copies of proceedings required by Attorneys in connection with the issuance of the Series G Bonds, the cost of financial advisory services, printing and publication costs.

Section 6. 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 7. Liability Insurance. Attorneys shall 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.

Section 8. 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

Authorized Officer

JONES HALL, A PROFESSIONAL LAW CORPORATION

President