

## **ADDENDUM NO. 1 TO AGREEMENT FOR BOND SERVICES**

### **DAVIS JOINT UNIFIED SCHOOL DISTRICT**

This Addendum No. 1 to Agreement for Bond Services is made and entered into on March 2, 2020, by and between Davis Joint Unified School District, hereinafter referred to as "District," and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as "Attorney."

WHEREAS, District and Attorney entered into an Agreement for Bond Services on December 6, 2018 with regard to a 2018 bond election and the issuance and sale of new money general obligation bonds thereafter ("Agreement"); and

WHEREAS, the Agreement provides that other financings, including bond re-financings, could be performed by Attorneys as an additional service during the term of the Agreement pursuant to a separate fee arrangement; and

WHEREAS, District now desires Attorney to provide services with regard to the issuance of its 2020 General Obligation Refunding Bonds ("Bonds").

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

#### **A. SCOPE OF WORK AND PAYMENT**

District appoints Attorney as Bond Counsel for the issuance of the Bonds ("Bond Services"). As Bond Counsel, Attorney will:

- Consult with the District and its staff, the County, and the District's financial advisor and underwriter, escrow agent, paying agent and other members of the finance team concerning the Bonds and the timing, terms and structure of the offering;
- Prepare resolution(s) (or similar issuance document) and all other legal documents and agreements that are necessary for the authorization, issuance and sale of Bonds, including required resolutions of the County, if necessary, agreements for services by trustees, paying agents and other necessary legal documentation;
- Review, but not prepare, the preliminary and final Official Statements for the transaction;
- Attend up to two in-person meetings of the District governing board and with the District's financial advisor and other consultants regarding the issuance and sale of the Bonds, as needed or requested; and coordinate the finance team as necessary for the review of documents and finance plans;
- Prepare the final Bonds and closing documents; organize and conduct the bond closing; render a final legal opinion at the time of delivery of and receipt of payment for the Bonds; and review post-closing legal compliance requirements with the District.

If requested, Attorney shall prepare a standard disclosure counsel opinion, including:

- Delivery of a disclosure counsel opinion at closing; and
- Review of Continuing Disclosure filing status pursuant to MSRB Rule 15c2-12 and other due diligence to issue disclosure counsel opinion

**B. PAYMENT**

1. Bond Counsel Services shall be compensated a set fee of \$30,000, including expense reimbursement. Fees shall not be due and owing unless and until Bonds are issued, and shall be paid or reimbursed from Bond proceeds. In the event the Bonds are issued via private placement as opposed to public offering, Attorney shall discount the total fee by \$2,500.

2. If requested, Attorney will provide a standard disclosure counsel opinion, compensated at a set fee of \$2,500 per opinion, which includes the due diligence to provide the opinion. Fees shall not be due and owing unless and until Bonds are issued, and shall be paid or reimbursed from Bond Proceeds.

**C. TERM**

This Addendum shall expire upon completion of the Bond closing or the earlier termination or abandonment of the Bond financing. The expiration of this Addendum shall not affect the Term of the Agreement.

**D. OTHER TERMS**

All other terms and conditions contained in the Agreement and not in conflict with this Addendum shall remain in full force and effect and be applicable to the provision of services under the Addendum.

IN WITNESS WHEREOF, the parties hereto have signed this Addendum No. 1 to Agreement for Bond Services.

DAVID JOINT UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Dr. John Bowes  
Superintendent

\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY

  
\_\_\_\_\_  
Janet L. Mueller  
Attorney at Law

\_\_\_\_\_  
March 30, 2020

Date