

AGREEMENT FOR LEGAL SERVICES
BETWEEN THE
SUCCESSOR AGENCY TO THE FULLERTON REDEVELOPMENT
AGENCY AND JONES HALL, A PROFESSIONAL LAW
CORPORATION, FOR DISCLOSURE COUNSEL SERVICES IN
CONNECTION WITH REFUNDING OF 2005 TAX ALLOCATION
REVENUE BONDS

This AGREEMENT FOR LEGAL SERVICES (this "Agreement") is entered into this ___ day of May, 2020, between SUCCESSOR AGENCY TO THE FULLERTON REDEVELOPMENT AGENCY (the "Successor Agency") and JONES HALL, A PROFESSIONAL LAW CORPORATION, San Francisco, California ("Attorneys").

B A C K G R O U N D :

1. Pursuant to Section 34172(a) of the California Health and Safety Code, the Fullerton Redevelopment Agency (the "Former Agency") has been dissolved and no longer exists as a public body, corporate and politic, and the City Council of the City of Fullerton (the "City") has elected to serve as the successor entity to the Former Agency and, as such, serves as the Successor Agency.

2. In order to provide financing and refinancing for the former Orangefair Business District Redevelopment Project, Central Fullerton Redevelopment Project and East Fullerton Redevelopment Project, the City of Fullerton Public Financing Authority has previously issued its \$74,600,000 aggregate principal amount of 2005 Tax Allocation Revenue Bonds (the "Prior Bonds") which are secured by loan agreements with the Former Agency.

3. The Successor Agency is proceeding at this time to refund the Prior Bonds through the issuance and sale of its Tax Allocation Refunding Bonds (the "Refunding Bonds"), and in connection with the issuance and sale of the Refunding Bonds the Successor Agency requires the advice and assistance of disclosure counsel.

A G R E E M E N T :

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

Section 1. Identification of Client. Attorneys shall represent the Successor Agency and the City in connection with the proceedings for the authorization, issuance and sale of the Refunding Bonds. Attorneys shall not represent, and shall owe no duties to, any other party than the Successor Agency and the City, including but not limited to the financial advisor, trustee and underwriter of the Refunding Bonds.

Section 2. Duties of Attorneys. Attorneys shall perform all of the following services as disclosure counsel in connection with the issuance and sale of the Refunding Bonds:

- (1) Prepare the disclosure document to be reviewed by the Underwriter of the Refunding Bonds and potential Refunding Bond investors, known as the Official Statement (both preliminary and final), or other disclosure documents in connection with the offering of the Refunding Bonds.
- (2) Confer and consult with the officers and administrative staff of the Successor Agency as to matters relating to the Official Statement.
- (3) Facilitate the review and discussion of the Official Statement as deemed necessary by Attorneys for the proper exercise of their due diligence with respect to the Official Statement.
- (4) On behalf of the Successor Agency, prepare a Continuing Disclosure Certificate of the Successor Agency to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12.
- (5) Subject to the completion of proceedings to the satisfaction of Attorneys, provide a letter of Attorneys addressed to the Successor Agency 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 as of the date of the Official Statement or the date of Closing 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, provided, that the opinion need not address financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning insurance, if any, and information concerning the Depository Trust Company and the book-entry system for the Refunding Bonds, which Attorneys may expressly exclude from the scope of their opinion.

Section 3. Compensation. For the services of Attorneys as disclosure counsel listed in Section 2, the Successor Agency shall pay Attorneys a fixed fee for the Refunding Bonds equal to the amount of \$32,500. In addition, the Successor Agency shall pay to Attorneys all direct out-of-pocket expenses for messenger and delivery service, photocopying, closing costs, legal publication expenses and other costs and expenses incurred by Attorneys in connection with their services rendered under this Agreement.

Payment of said fees and expenses shall be contingent upon the issuance of the Refunding Bonds by the Successor Agency and shall be payable from the proceeds thereof.

Section 4. Responsibilities of the Successor Agency. The Successor Agency will cooperate with Attorneys and furnish Attorneys with certified copies of all proceedings taken by the Successor Agency, the City and the Oversight Board, or otherwise 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 Refunding Bonds, including the cost of preparing certified copies of proceedings required by Attorneys in connection with the issuance of the Refunding Bonds, rating agency charges, the cost of trustee services, printing and publication costs.

Section 5. Independent Contractor. Attorneys will act as an independent contractor in performing the services required under this Agreement, and under no circumstances will Attorneys be considered an agent, partner, or employee of the City or the Successor Agency.

Section 6. Liability Insurance. Attorneys must maintain at their own expense at all times during the term of this Agreement policies of insurance, acceptable to the City and the Successor Agency, covering its workers' compensation injuries, public liability and professional liability.

Section 7. 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 City and the Successor Agency.


Section 8. Termination of Agreement. This Agreement may be terminated by the Successor Agency 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 will, at the option of the Successor Agency, become its property and will be delivered to it by Attorneys.

IN WITNESS WHEREOF, the Successor Agency and Attorneys have executed this Agreement for Legal Services as of the date first above written.

**SUCCESSOR AGENCY TO THE FULLERTON
REDEVELOPMENT AGENCY**

By _____
Authorized Officer

**JONES HALL,
A PROFESSIONAL LAW CORPORATION**

By  _____
President