

# Agreement for Legal Services

TULARE LOCAL HEALTHCARE DISTRICT  
Refunding Revenue Bonds, Series 2020  
(Prepayment of the City Loan)



THIS AGREEMENT FOR LEGAL SERVICES is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the TULARE LOCAL HEALTHCARE DISTRICT (the "District") and QUINT & THIMMIG LLP, Larkspur, California ("Attorneys");

## WITNESSETH:

WHEREAS, the District has heretofore entered into a Debtor-in-Possession Credit Agreement with the City of Tulare on February 19, 2019, to provide funds for working capital purposes (the "City Loan");

WHEREAS, pursuant to Articles 9 and 11 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act"), the District is empowered to issue refunding revenue bonds;

WHEREAS, the District has determined that it is in the best interests of the District at this time to issue its Tulare Local Health Care District (Tulare County, California) Refunding Revenue Bonds, Series 2020, in part, to prepay all or a portion of the City Loan (the "Refunding Bonds");

WHEREAS, in connection with such proceedings the District requires the advice and assistance of bond counsel;

WHEREAS, the District has determined that Attorneys are qualified by training and experience to perform the services of bond counsel and Attorneys are willing to provide such services; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement for Legal Services;

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

### Section 1. Duties of Attorneys.

(a) Attorneys shall provide legal services, as *bond counsel*, in connection with the authorization, issuance and consummation of the financing proceedings relating to the Refunding Bonds. Such services shall include the following:

(i) Consultation and cooperation with officials of the District, District legal counsel, financing consultants and other consultants, staff and employees of the District, and

assisting such consultants, staff and employees in the formulation of a coordinated financial and legal bond issuance.

(ii) Preparation of all legal proceedings for the authorization, issuance and delivery of Bonds by the District; including preparation of the resolution authorizing the issuance of such Bonds, fixing the date, denominations, numbers, maturity and interest rates, providing the form of the Refunding Bonds and authorizing their execution, authentication and registration; certifying the terms and conditions upon which the same are to be issued; providing for the setting up of special funds for the disposition of proceeds of the sale of the Refunding Bonds, including creation of reserve funds, if any, and such other funds as may be advisable, and providing all other details in connection therewith, including special covenants and clauses for the protection of the interests of the Bond holders; preparation of the resolution selling all or any part of the authorized Bond issue; preparation of all documents required for Bond delivery, including cumulative cash flow deficit certificates required by federal tax law, and supervising such delivery; preparation of all other proceedings incidental to or in connection with the issuance, sale and delivery of the Refunding Bonds.

(iii) Application for any Internal Revenue Service or other rulings necessary to assure tax-exempt status of the Refunding Bonds, or as required by the purchasers of the Refunding Bonds.

(iv) 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 Refunding Bonds is excluded from gross income for purposes of federal income taxes and is exempt from State of California personal income taxation, which opinion shall inure to the benefit of the purchasers of the Refunding Bonds.

(v) Any and all legal consultation requested by the District concerning the Refunding Bonds at any time after delivery of the Refunding Bonds.

(vi) Such other and further services as are normally performed by bond counsel in connection with the issuance of the Refunding Bonds.

(viii) Attorneys will not be responsible for the preparation or content of the official statement prepared by the financial consultant other than to examine said official statement as concerns description of Bonds and matters within Attorneys' knowledge.

(b) *Services Not Provided.* Attorneys shall not be responsible for: (i) any continuing disclosure requirements under federal securities laws that may apply to the Refunding Bonds during the period following the closing of the Refunding Bonds, or (ii) the representation of the District in connection with any litigation involving the Refunding Bonds, except for the validation proceedings specified above. Without limiting the generality of the foregoing, Attorneys shall not be responsible for preparing any documentation related to, or for providing any, ongoing continuing disclosure or litigation services in respect of the Refunding Bonds without a separate agreement between the District and Attorneys. In addition, unless specifically retained to do so by a separate agreement between Attorneys and the District, Attorneys shall not be responsible for auditing or otherwise reviewing or assuring compliance by the District with any past or existing continuing disclosure obligations of the District related to any debt obligations.

Section 2. Compensation. For the services set forth under Section 1(a), Attorneys shall be paid a legal fee of \$20,000.00.

Said legal fee shall be inclusive of all out of pocket expenses of Attorneys. *Payment of said fees and expenses shall be entirely contingent*, shall be due and payable upon the issuance of the Refunding Bonds and shall be payable solely from the proceeds of the Refunding Bonds.

Section 3. 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 Refunding Bonds, the cost of preparing the Refunding 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.

Section 4. Non-Legal Services. In performing their services as bond counsel pursuant to this Agreement for Legal Services, it is understood and acknowledged by the District that Attorneys will not be providing financial advisory, placement agent, investment banking or other similar services. It is expected that the District will engage other consultants to provide any such services with respect to the financing.

Section 5. Termination of Agreement. This Agreement for Legal Services shall terminate at the time of issuance of the Refunding Bonds but may be terminated at any earlier time by the District, with or without cause, following thirty (30) days written notice by the District to Attorneys. In the event of such termination, all finished and unfinished documents shall, at the option of the District, become its property and shall be delivered by Attorneys.

Section 6. Amendment or Modification. No amendment, modification, or other alteration of this Agreement shall be valid unless in writing and signed by both of the parties hereto.


Section 7. Entire Agreement. This Agreement contains the entire agreement of the parties hereto. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties hereto.

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

TULARE LOCAL HEALTH CARE  
DISTRICT

By \_\_\_\_\_  
Sandra L. Ormonde  
Chief Executive Officer

QUINT & THIMMIG LLP

By  \_\_\_\_\_  
Brian D. Quint