

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL MEETING
AGENDA

Lakeside School Auditorium
14535 Old River Road
Bakersfield, CA 93311

October 24, 2023
6:00 P.M.

Any materials required by law to be made available to the public prior to a meeting of the Board of Trustees of the District can be inspected at the following address during normal business hours: Lakeside Union School District Office, 14535 Old River Road, Bakersfield, CA 93311.

1. CALL TO ORDER, ROLL CALL

BOARD OF TRUSTEES: ___ Mario Buoni(MB) ___ Alan Banducci(AB)
 ___ Tamara Jones(TJ) ___ Russell Robertson(RR)
 ___ Darin Buoni(DB)

2. DISCUSSION OR ACTION ITEMS

A. Budget and Finance

- (1) Approval of Resolution #10242023 – Support of Applications for Eligibility Determination and Funding Authorization to Sign Applications and Associated Documents.

Moved _____ Seconded _____ Roll Call Vote:MB ___ AB ___ TJ ___ RR ___ DB ___
Vote: Yes(Y) _____ No(N) _____ Abstained(A) _____ Absent(AB) _____

- (2) Approval of Agreement for Bond Counsel and Disclosure Counsel Services.

Moved _____ Seconded _____ Roll Call Vote:MB ___ AB ___ TJ ___ RR ___ DB ___
Vote: Yes(Y) _____ No(N) _____ Abstained(A) _____ Absent(AB) _____

B. Personnel

- (1) Approval to Hire Braylin Camp, 6.5 Hour Instructional Aide II at Suburu School.

Moved _____ Seconded _____ Roll Call Vote:MB ___ AB ___ TJ ___ RR ___ DB ___
Vote: Yes(Y) _____ No(N) _____ Abstained(A) _____ Absent(AB) _____

- (2) Approval to Hire Samah Morks, 6.5 Hour Instructional Aide II at Suburu School.

Moved _____ Seconded _____ Roll Call Vote:MB ___ AB ___ TJ ___ RR ___ DB ___
Vote: Yes(Y) _____ No(N) _____ Abstained(A) _____ Absent(AB) _____

(3) Approval to Hire Aleena Perez, 5.5 Hour Instructional Aide at Suburu School.

Moved _____ Seconded _____ Roll Call Vote: MB _____ AB _____ TJ _____ RR _____ DB _____
Vote: Yes(Y) _____ No(N) _____ Abstained(A) _____ Absent(AB) _____

4. ADJOURNMENT

Time: _____

Moved _____ Seconded _____ Roll Call Vote: MB _____ AB _____ TJ _____ RR _____ DB _____
Vote: Yes(Y) _____ No(N) _____ Abstained(A) _____ Absent(AB) _____

For information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation to participate in the public meeting, please contact Ty Bryson, District Superintendent.

RESOLUTION NO. 10242023
RESOLUTION OF THE BOARD OF EDUCATION OF THE
LAKESIDE UNION SCHOOL DISTRICT
ON October 24, 2023,

**SUPPORT OF APPLICATIONS FOR ELIGIBILITY DETERMINATION
AND FUNDING
AUTHORIZATION TO SIGN APPLICATIONS AND ASSOCIATED DOCUMENTS**

WHEREAS, the Lakeside Union School District intends to file applications for funding under the School Facility Program as provided in Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code; and

WHEREAS, a condition of processing the various applications under the School Facility Program is a resolution in support of those applications from the Lakeside Union School District Board of Education and signatures of the Lakeside Union School District Administration; and

WHEREAS, the Lakeside Union School District wishes to submit the following applications for eligibility determination and funding and any other applications as necessary for programs including, but not limited to, modernization and new construction:

Donald E. Suburu Elementary School
Lakeside Elementary School

NOW, THEREFORE, BE IT RESOLVED, that the Lakeside Union School District Board of Education is in support of necessary applications under the School Facility Program and that the individuals identified below are authorized to sign all documents and papers associated with the applications for funding:

1. Ty Bryson
- 2.

ADOPTED, SIGNED, AND APPROVED this 24th day of October, 2023.

BOARD OF EDUCATION OF THE
Lakeside Union School District

By: _____
President

Attest:

Clerk

AGREEMENT FOR BOND COUNSEL AND DISCLOSURE COUNSEL SERVICES

THIS AGREEMENT (“Agreement”) for bond counsel and disclosure counsel services is entered into this 20th day of October 2023 between PARKER & COVERT, LLP (hereinafter “Parker & Covert”), and the LAKESIDE UNION SCHOOL DISTRICT (hereinafter “District”). Parker & Covert and the District are collectively referred to herein as the “Parties.”

WITNESSETH

WHEREAS, the District desires to take all actions necessary to issue a new series of general obligation bonds (the “Bonds”); and

WHEREAS, the District desires to retain Parker & Covert to act as bond counsel (“Bond Counsel”) and disclosure counsel (“Disclosure Counsel”) to provide the legal services, specified herein, related to the authorization and issuance of the Bonds.

NOW THEREFORE, the Parties hereby agree as follows:

1. Scope of Services. The District retains Parker & Covert under this Agreement to provide Bond Counsel and Disclosure Counsel services pertaining to the authorization, issuance, and sale of the Bonds, as determined by the District. In particular, Parker & Covert shall:

(a) Confer with the District’s representatives and other consultants (including, but not limited to, the District’s additional legal counsel, financing advisor(s), and underwriter(s)) as necessary regarding the structure, authorization, issuance and sale of the Bonds; and any other related issues;

(b) Prepare a calendar of events, if required, that sets forth the actions required for the authorization, sale, and issuance of the Bonds;

(c) Prepare or review any documents prepared by other parties in the proceedings for compliance with applicable law;

(d) Prepare for and attend such meetings of the District’s governing board as deemed necessary for the proper conduct of the proceedings;

(e) Prepare a paying agent agreement (or similar issuance document) and all other legal documents necessary for the authorization, issuance, and sale of the Bonds;

(f) Assist the District in obtaining any necessary governmental approvals for the authorization, issuance and sale of the Bonds;

(g) Assist the District in securing investment ratings for the Bonds;

(h) Prepare the preliminary and final official statements for the Bonds to disclose material information about the bond offering to potential investors;

(i) Prepare the purchase contract pursuant to which the Bonds will be sold to the underwriter and the requisite continuing disclosure certificate of the District in order to facilitate the underwriter's compliance with SEC Rule 15c2-12;

(j) Prepare and deliver to each participant in the financing a complete transcript of the proceedings for the authorization, issuance, and sale of the Bonds;

(k) Prepare a comprehensive closing memorandum and prepare and arrange the execution and delivery of a receipt for the Bonds, a receipt for the proceeds of the Bonds, signature certificates, an arbitrage/rebate certificate and associated certificates of underwriter and insurer (if any), IRS Form 8038-G, DTC Letter of Representations, CDIAC report of final sale, forms of opinions of other counsel, and all other necessary closing certificates and documents;

(l) Upon due and proper completion of the proceedings to the satisfaction of Parker & Covert, deliver a final approving opinion confirming the validity of the Bonds and opinions that interest on the Bonds is excludable from gross income for federal income tax purposes and is exempt from State of California personal income taxes, under existing statutes, regulations, rulings, and court decisions;

(m) Assuming completion of the preliminary and final official statements in form acceptable to Parker & Covert, deliver a letter addressed to the District with respect to the Bonds to the effect that, in the course of Parker & Covert's participation in the preparation of the official statement for the financing, nothing came to the attention of those attorneys rendering legal services to the District that caused Parker & Covert to believe that such official statements as of its date and as of the date of the letter (except for financial data or forecasts, estimates, assumptions, or expressions of opinion, or any information regarding The Depository Trust Company or any credit enhancer) contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statement therein, in the light of the circumstances under which they were made, not misleading; and

(n) Any services incidental to the Bond Counsel and Disclosure Counsel services.

2. **Services Outside the Scope of this Agreement.** Parker & Covert's duties in this Agreement are limited to those set forth in Paragraph 1. Among other things, Parker & Covert has not undertaken to do any of the following under this Agreement:

(a) Perform an independent investigation to determine the accuracy, completeness, or sufficiency of the official statement or other disclosure document;

(b) Conduct any investigation regarding the qualification for sale of Bonds in any jurisdiction, provided that Parker & Covert will coordinate with the underwriter regarding any statements requested to be added to the official statements so that the Bonds may be sold in particular jurisdictions;

(c) Render services in connection with compliance by the District after the closing with the covenants contained in the Bond documents, including without limitation, the calculation of any arbitrage rebate liability the District may have and preparation of any annual

reports or material events notices required pursuant to the District's continuing disclosure undertaking; or

(d) Render services with respect to any litigation concerning the financing of the Bonds.

If the District requests Parker & Covert to provide any such or similar services, compensation therefor shall be agreed upon in advance by the Parties and may be made and calculated at Parker & Covert's hourly rate schedule for the type of services requested (either public finance or litigation) in effect at the time such services are rendered.

3. **Commencement of Services.** Parker & Covert's obligation to provide legal services under this Agreement shall commence upon Parker & Covert's receipt of a copy of this Agreement signed and dated by the District.

4. **Completion of Services.** Parker & Covert's representation of the District with respect to the Bonds will be concluded upon issuance of such Bonds. Nevertheless, subsequent to issuance of the Bonds, Parker & Covert will file the Internal Revenue Service Form 8038-G and will prepare and distribute to the participants in the transaction a transcript of the proceedings.

5. **Duties of Parker & Covert and the District.**

(a) **Duties of Parker & Covert.** Parker & Covert shall provide those legal services reasonably required to represent the District in the matters described in Paragraph 1 of this Agreement. Parker & Covert shall also take reasonable steps to keep the District informed of significant developments and to respond to the District's inquiries. While one attorney at Parker & Covert may be primarily responsible for completing the work that is within the scope of this Agreement, that attorney may also delegate work to other attorneys, paralegals, law clerks, and office personnel within Parker & Covert when it is determined that such delegation is appropriate in representation of the District's interests. If the District so requests, the District will be notified prior to any delegation and a decision will be made in consultation with the District.

(b) **Duties of the District.** District shall timely communicate with Parker & Covert; make all reasonable efforts to cooperate with Parker & Covert (including making all reasonable efforts to timely provide any information that Parker & Covert requests in order to carry out its duties under this Agreement); keep Parker & Covert informed of developments pertaining to the Bonds; perform the obligations the District has agreed to perform under this Agreement; and pay all monies due to Parker & Covert in a timely manner.

6. **Disclaimer of Guarantee.** By signing this Agreement, the District acknowledges that Parker & Covert has made no promises or guarantees to the District about the outcome of the District's matter, and nothing in this Agreement shall be construed as such a promise or guarantee.

7. **Fees and Expenses.**

(a) **Bond Counsel.** Parker & Covert's fees for Bond Counsel services described above in Paragraph 1 for the Bonds to be sold shall be in the amount of seventeen thousand dollars (\$17,000). Parker & Covert shall be entitled to be compensated for its expenses associated with the financing in an amount not to exceed eight hundred dollars (\$800).

(b) **Disclosure Counsel.** Parker and Covert's fees for Disclosure Counsel Services described above in Paragraph 1 for each series of Bonds to be sold shall be in the amount of eighteen thousand dollars (\$18,000) with expenses not to exceed eight hundred dollars (\$800).

(c) **Payment of Compensation.** The compensation provided for under subparagraphs (a) and (b) shall be contingent upon the issuance and delivery of the Bonds and shall be payable solely from the proceeds of Bonds issued and at the time of issuance of the Bonds.

8. **Legal Action Upon Default.** If District does not pay the balance when due or breaches any other terms of this Agreement, Parker & Covert may commence any legal action for collection of the balance due. District and Parker & Covert agree that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of California. District and Parker & Covert agree that the jurisdiction and venue for such proceedings shall lie exclusively with such courts. Further, the prevailing party in any such dispute shall be entitled to reasonable costs, including attorneys' fees.

9. **Arbitration of Fee Dispute.** If a dispute arises between Parker & Covert and District regarding Parker & Covert's fees or costs under this Agreement and Parker & Covert files suit in any court, or begins an arbitration proceeding other than through the State Bar or the local bar association within the jurisdiction of District under Business and Professions Code Sections 6200-6206, District will have the right to stay that suit or arbitration proceeding by timely electing to arbitrate the dispute through the State Bar or a local bar association within the jurisdiction of District under Business and Professions Code Sections 6200-6206, in which event Parker & Covert must submit the matter to that arbitrator.

10. **Notices.** All notices, letters, and other communications authorized or required by this Agreement shall be considered transmitted, served, and effective for all purposes on the date that they are reduced to writing, deposited in the United States first class mail, postage prepaid, and addressed as follows:

(a) **To District:**

Lakeside Union School District
14535 Old River Road
Bakersfield, CA 93311
Attention: Superintendent

(b) To Parker & Covert:

Parker & Covert
2520 Venture Oaks Way, Suite 190
Sacramento, California 95833
Attention: Stacy Toledo

11. District Files. At District's request, upon the termination of services under this Agreement, Parker & Covert will promptly release all of District's papers and property to District (subject to any applicable protective orders or non-disclosure agreements).

12. Destruction of District File. If District does not request the return of its papers and property upon the termination of services under this Agreement, Parker & Covert will retain District's file for seven (7) years from the date of issuance of the Bonds, after which time Parker & Covert may have District's file destroyed. District acknowledges that it will not be notified prior to destruction of its papers and property, and consents to the same. District must make separate arrangements with Parker & Covert in order to have its file maintained beyond seven (7) years after District's matter is concluded.

13. Termination. This Agreement may be terminated by District or Parker & Covert, or modified by mutual consent, at any time upon thirty (30) days written notice. If District terminates this Agreement prior to the issuance of the Bonds, other than for reasonable cause, District and Parker & Covert shall confer in an effort to determine a reasonable compensation in light of the circumstances to the date of termination of this Agreement. Parker & Covert and District each agree to sign any documents reasonably necessary to complete Parker & Covert's discharge or withdrawal.

14. Assignment. This Agreement is not assignable by Parker & Covert without the prior written consent of District.

15. Modification by Subsequent Agreement. This Agreement may be modified only by a written instrument signed by both Parties.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day, month, and year first written above.

District:

LAKESIDE UNION SCHOOL DISTRICT
a political subdivision of the State of California

By: _____

DATE: _____

Parker & Covert:

PARKER & COVERT LLP

By: Stacy L. Toledo

DATE: October 20, 2023