



Clinton Board of Education Special Meeting
Thursday, April 6, 2023 5:00 PM
Administration and Technology Center
1720 Opal Ave
Clinton, Oklahoma 73601

1. Call to order and roll call.
2. Board consideration and vote to re-organize the board as required by law to elect a president, a vice president and a clerk.
3. Possible consideration and vote to approve Financial Advisory Services contract with BOK Financial Securities, Inc.
4. Discuss, consider, and act or disapprove a Resolution authorizing the sale of the District's General Obligation Building Bonds, Federally Taxable Series 2023, and setting forth the following items:
 - A. Fixing the time and place the bonds are to be sold;
 - B. Fixing the amount of bonds to mature each year;
 - C. Authorizing the Clerk to give notice of said sale as required by law.
5. Possible consideration and vote to approve the selection of The Public Finance Law Group PLLC to act as legal/bond counsel in connection with the proposed General Obligation Bonds.
6. Adjourn.

Donna Warnick, Minutes Clerk

If you need any special assistance to enter the premises or if you need any special consideration for any portion of this meeting, please call 323-1800 at least 10 hours prior to the start of the meeting.

This agenda was posted on the West side of the front door of the Administration and Technology Center on Friday, 4:00 p.m.



Public Finance Division
499 W. Sheridan Avenue, Suite 2500
Oklahoma City, Oklahoma 73102

ENGAGEMENT LETTER

April 6, 2023

Clinton Public Schools
1720 Opal Avenue
Clinton, OK 73601

RE: Financial Advisory Services Provided to the Clinton School District

The purpose of this Engagement Letter (the “Letter”) is to set forth the role BOK Financial Securities, Inc. (“BOKFS”) proposes to serve and the responsibilities BOKFS proposes to assume as financial advisor to the Clinton School District (the “Issuer”). Upon Issuer’s acceptance, this Letter will serve as our mutual agreement with respect to the terms and conditions of our engagement as Issuer’s financial advisor, effective on the date this Letter is executed by Issuer (the “Effective Date”).

1. Scope of Services. BOKFS will provide, on an on-going basis, professional financial advisory services to the Issuer on any financial matters, including but not limited to the issuance and term of new debt (“Issue” or “Issues”), primarily general obligation bonds. BOKFS will assist the Issuer with each of the following tasks associated with the planning, structuring, marketing, pricing, and closing of the proposed financing(s).

- (a) The Services shall be limited to the services described in **Appendix A** (the “Scope of Services”).
- (b) Except as otherwise provided in the Scope of Services, BOKFS shall not be responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about BOKFS provided by BOKFS for inclusion in such documents.
- (c) The Scope of Services does not (i) include tax, legal, accounting or engineering advice with respect to any Issue, Product or opinion or certificate rendered by counsel or other person at closing, or (ii) include review or advice with respect to any feasibility study, except, in either case, as may be prepared by BOKFS as provided for in the Scope of Services.
- (d) Issuer agrees not to represent, publicly or to any specific person, that BOKFS is Issuer’s independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”) without BOKFS’s prior written consent.
- (e) When BOKFS is designated by Issuer as its IRMA, BOKFS shall be Issuer’s IRMA solely with respect to the Scope of Services. BOKFS shall not be



responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to BOKFS, its personnel and its role as IRMA in Issuer's written representation contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B), shall be subject to prior approval by BOKFS.

2. BOKFS's Regulatory Obligations When Providing Services to Issuer.

- (a) MSRB Rule G-42 requires that BOKFS (i) make a reasonable inquiry as to the facts that are relevant to Issuer's determination whether to proceed with a course of action or that form the basis for any advice provided by BOKFS to Issuer, (ii) undertake a reasonable investigation to determine that BOKFS is not basing any recommendation on materially inaccurate or incomplete information, and (iii) use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on Issuer's behalf.
- (b) Issuer agrees to cooperate, and to cause Issuer's agents to cooperate, with BOKFS in carrying out the foregoing requirements, including providing to BOKFS accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such requirements. In addition, Issuer agrees that, to the extent Issuer requests BOKFS provide advice with regard to any recommendation made by a third party, Issuer will provide to BOKFS written direction to do so and all information Issuer has received from such third party relating to its recommendation.

3. Compensation. For the above services, the Issuer agrees to pay BOKFS the following:

- \$14,000 per General Obligation (GO) bond issue completed

The above fees are payable only upon a successful election, if applicable, and subsequent receipt of proceeds from the bonds. However, if your election is held and fails, and another election is called for the issuance of bonds within one year from this date, you hereby agree to employ us under the terms of this contract.

In addition to the above fees, you agree to pay or reimburse us for our payment of the following expenses:

1. All Election Board Expenses, if applicable
2. Legal Publication Fees
3. Secretary of State Filing Fees
4. Official Statement Printing & Distribution
5. Credit Rating Agency Fees, if applicable
6. Overnight courier service charges associated with distribution of bond material

4. Term of this Engagement. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. If Issuer exercises its option to terminate this Agreement, Issuer agrees to reimburse BOKFS for any of the expenses described in paragraph 3 advanced by BOKFS pursuant to paragraph 3 above and to pay BOKFS for its services rendered



prior to such termination in a mutually acceptable amount which shall be negotiated in good faith between the parties.

5. **Limitation on Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of the obligations of BOKFS arising under this Letter:

- (a) The liability of BOKFS and its associated persons to Issuer for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, shall be limited to the fees paid or otherwise due and payable under this Agreement; and,
- (b) BOKFS and its associated persons shall have no liability to Issuer for any other loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Issuer's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by BOKFS to Issuer; and,
- (c) No recourse shall be had against BOKFS for loss, damage, liability, cost or expense (whether direct, indirect or consequential) arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product or otherwise relating to the tax treatment of any Issue or Product, or in connection with any opinion or certificate rendered by counsel or any other party.

6. **Required Disclosures.** MSRB Rule G-42 requires that BOKFS provide Issuer with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in BOKFS's Disclosure Statement attached hereto as **Appendix B.**

7. **Waiver of Jury Trial.** EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

8. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws (excluding conflict of law provisions) of Oklahoma.

9. **Litigation Expenses.** In any action brought by a party hereto to enforce the obligations of any other party hereto, the prevailing party shall be entitled to collect from the opposing party to such action such party's reasonable litigation costs and attorney's fees and expenses (including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation).

10. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of Issuer and BOKFS, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

11. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This



Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties. This Agreement and all of the provisions of this Agreement shall be deemed drafted by all of the parties hereto.

12. **Course of Dealing.** No course of prior dealing involving any of the parties hereto and no usage of trade shall be relevant or advisable to interpret, supplement, explain or vary any of the terms of this Agreement, except as expressly provided herein.

13. **Interpretation.** This Agreement shall not be interpreted strictly for or against any party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

14. **No Reliance.** Each party hereto has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon its own knowledge and investigation. No party has relied on any representation or warranty of any other party hereto except any such representations and warranties as are expressly set forth herein.

15. **Authority.** Each of the persons signing below on behalf of a party hereto represents and warrants that he or she has full requisite power and authority to execute and deliver this Agreement on behalf of the party for whom he or she is signing and to bind such party to the terms and conditions of this Agreement.

16. **Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

17. **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

18. **Amendment.** This Agreement may be amended or modified only in a writing that has been signed by the parties hereto and which specifically references this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument. This Agreement shall become effective only when all of the parties hereto shall have executed the original or counterpart hereof. This Agreement may be executed and delivered by digitized transmission of a counterpart signature page hereof.

[Signatures on Following Pages]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of the Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Dated this 6th day of April, 2023.

BOK FINANCIAL SECURITIES, INC.

ZACK ROBINSON
VICE PRESIDENT

In a session legally assembled on the 6th day of April, 2023, the above offer was duly considered and approved and accepted. Witness our official hands this 6th day of April, 2023.

(SEAL)

President

ATTEST: _____
Clerk



APPENDIX A SCOPE OF SERVICES

1. We shall prepare a written Financial Analysis based upon the capital improvement and other needs of the School District which shall include a survey of the financial resources of the School District. This document shall also contain an analysis of the existing debt and tax structure of all levels of government involved and compare this analysis to the projected debt. On the basis of information thus developed, we shall devise a financing program to fund the proposed maturities, the estimated interest rate and cost on the proposed bonds, the resulting overall amount of projected annual debt service and tax requirements, and the relationship of these items to existing corresponding projected items of the School District and other related levels of government.
2. We shall provide the following services relating to a bond election:
 - A. Provide the School District with information concerning the most advisable dates for holding an election to approve such issuance;
 - B. Provide the necessary Resolution to call for the election;
 - C. Provide for filing the necessary documentation with the County Election Board;
 - D. Assist in providing printed ballots for such election;
 - E. Arrange for proper legal notices to be published at the appropriate times regarding the notice of such election;
 - F. Appear at public meetings informing the public as to the use of bond proceeds and the effect on ad valorem taxes (if desired);
 - G. Assist in the formation of informational brochures discussing the items concerning the election such as taxes and use of proceeds (if desired);
 - H. Provide the County Election Board with the appropriate material to canvass the election returns; and
 - I. Assist in the analysis of and provide the School District with election results.
3. Upon approval by the voters of the School District, we shall undertake the following tasks:
 - A. We shall advise the Board of Education of current bond market conditions, forthcoming bond issues, and other general information and economic data that might normally be expected to influence interest rates or bidding conditions so that the date for the sale of the bonds may be set at a time which, in our opinion, would be favorable to the School District.
 - B. We shall assist the School District, if necessary, in the identification, evaluation, and negotiations with prospective paying agents, registrars and transfer agents.
 - C. We shall prepare an Official Notice of Sale that establishes the specifications for bidding; i.e. bond maturity and interest coupon arrangements, interest rate limitations, and other pertinent details.



- D. We shall also prepare a Preliminary Official Statement that describes the Bonds offered, including complete information as to the security for the Bonds, the School District and other pertinent details.
- E. We shall prepare a uniform Bid Form which would prevent deviation by any bidders when any such deviation would be costly to the issuing body.
- F. We shall submit to the national rating services or credit enhancement providers, an application necessary to obtain a rating or enhancement on the Bonds. If such service(s) are determined to be necessary for the most effective marketing of the bonds, we shall assist the School District with the following:
 - 1. Provide financial, economic and demographic information to such organizations for their review;
 - 2. Coordinate and negotiate with the rating agencies to obtain the highest possible rating for the Bonds.
- G. We shall prepare the necessary Resolution to set the date, time and place for the sale of the Bonds.
- H. We shall be present at the sale of bonds to aid the Board of Education in the tabulation and comparison of bids. We shall also advise the members of the Board of Education as to the bond market conditions at the time of the sale and the advisability of accepting or rejecting the bids submitted.
- I. We shall prepare the necessary Resolution to authorize the issuance of the Bonds.
- J. We shall prepare a final Official Statement that describes the Bonds offered, including complete information as to the security for the Bonds, the School District and other pertinent details for use by the successful bidder of the Bonds.
- K. We shall complete the necessary applications so that the bond issue can be bid electronically (via PARITY's Internet bond bidding system).
- L. Assuming a favorable interest rate is received and accepted by the School District, BOK Financial Securities, Inc., shall then proceed to take all steps necessary to expedite the preparation of all other documentation necessary to achieve delivery of the Bonds, including delivery of the Transcript of Proceedings to the Attorney General's Office.
- M. We shall work with the purchaser and the school district to effectuate the closing of the bond issue and the delivery of bond proceeds to the School District.
- 4. We shall advise the Board of Education and Administration on the investment of bond proceeds that would, in our opinion, allow the School District to benefit the most from the investment of said proceeds (if desired).
- 5. We shall advise the School District officials as to any pending legislation in the Oklahoma Legislature and the United States Congress which may have an effect upon the School District's proposed and existing indebtedness.



APPENDIX B DISCLOSURE STATEMENT

This Disclosure Statement is provided by BOK Financial Securities, Inc. (“BOKFS”) to the Clinton School District (the “Issuer”) in connection with the Engagement Letter (the “Letter”) and is dated as of the same date as the Letter.

Part A - Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interests, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Accordingly, BOKFS makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services, together with explanations of how BOKFS addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, BOKFS mitigates such conflicts through its adherence to its fiduciary duty to Issuer, which includes a duty of loyalty. This duty of loyalty obligates BOKFS to deal honestly and with the utmost good faith with Issuer and to act in Issuer’s best interests without regard to BOKFS’s financial or other interests. Furthermore, because BOKFS is a broker-dealer, its financial advisory supervisory structure provides strong safeguards against individuals at BOKFS potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Affiliate Conflict. Any affiliate of BOKFS (the “Affiliate”) may provide certain advice, services and/or products to Issuer that may be directly related to BOKFS’s activities. The Affiliate’s business with Issuer could create an incentive for BOKFS to recommend to Issuer a course of action designed to increase the level of Issuer’s business activities with the Affiliate or to recommend against a course of action that would reduce or eliminate Issuer’s business activities with the Affiliate. This potential conflict is mitigated by the fact that Affiliate is subject to comprehensive regulatory review.

Compensation-Based Conflicts. If the fees due under the Engagement Letter are in a fixed amount established at the outset of the Engagement Letter. The amount is usually based upon an analysis by Issuer and BOKFS of, among other things, the expected duration and complexity of the transaction and the Scope of Services. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, BOKFS may suffer a loss. Thus, BOKFS may recommend less time-consuming alternatives. This conflict of interest is mitigated by the general mitigations described above.

Other Financial Advisor or Underwriting Relationships. BOKFS serves a wide variety of other clients that may have interests that could have an impact on Issuer’s interests. For example, BOKFS serves as financial advisor to other financial advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Issuer under this Engagement Letter. These other clients may have competing interests. BOKFS could face a conflict of interest arising from these competing client interests. None of these other engagements or relationships would impair BOKFS’s ability to fulfill its regulatory duties to Issuer.

Municipal Activities with Other Issuer Financing Team Members. In the normal course of business, BOKFS may engage in municipal trading and underwriting activities with other members of the Issuer’s financing team, including but not limited to, bond counsel, underwriter’s counsel and bond underwriters. This may include BOKFS serving as a bond underwriter for a municipal issuer in which the Issuer’s bond counsel is serving as BOKFS’s counsel, an Issuer’s underwriter is serving as a municipal advisor and/or Issuer’s underwriter is serving as an underwriting syndicate member with BOKFS. Such a



situation could present a conflict as BOKFS and members of its financing team jointly participate, from time to time, in other municipal security transactions for compensation. None of these other engagements or relationships would impair BOKFS's ability to fulfill its regulatory duties to the Issuer and the potential conflicts of interest are mitigated as BOKFS relies upon the issuer to select its other financing team members, including bond counsel and bond underwriters.

Broker-Dealer and Investment Advisory Business. BOKFS is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities, in addition to serving as a financial advisor or underwriter. Such securities-related activities may be undertaken on behalf of, or as counterparty to, Issuer, Issuer's personnel, and current or potential investors in Issuer's securities. These other clients may have interests in conflict with Issuer's interests and the interests of such other clients could create the incentive for BOKFS to make recommendations to Issuer that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from BOKFS effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of BOKFS that operate independently from BOKFS's financial advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by BOKFS to Issuer.

Secondary Market Transactions in Issuer's Securities. BOKFS may take a principal position in securities, including Issuer's securities, and therefore BOKFS could have interests in conflict with Issuer with respect to the value of Issuer's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, BOKFS or its affiliates may submit orders for and acquire Issuer's securities issued in an Issue under the Engagement Letter from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Issuer in that it could create the incentive for BOKFS to make recommendations to Issuer that could result in more advantageous pricing of Issuer's securities in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of BOKFS that operate independently from BOKFS's financial advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by BOKFS to Issuer.

Related Disclosure Relevant to Client. While we do not believe that the following creates a conflict of interest on the part of BOKFS, we note that BOKFS purchased bond election flyers and postcards in support of the election held on April 5, 2022. The purchases were treated as bond ballot contributions and reported (or will be reported, as the case may be) as such to the MSRB (as discussed under MSRB Rule G-37). The flyers and postcards were for the purpose of supporting the students and informing the community within the District and under no circumstances meant to procure business from the District.

Payment to or from Third Parties. While we do not believe the following creates a conflict of interest on the part of BOKFS, we note that BOKF NA, an affiliate of BOKFS, has entered into an Independent Contract Agreement ("Agreement") with Dr. Joe Siano to provide consulting services related to bond election planning and community relations for Oklahoma school districts. Dr. Siano is also employed by the Oklahoma State School Boards Association with a focus on state education policy development. The District may wish to consider any impact the Agreement or Dr. Siano's employment may or may not have on the way BOKFS conducts its activities with the District.

Part B - Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.



Accordingly, BOKFS sets out below required disclosures and related information in connection with such disclosures.

Material Legal or Disciplinary Event. Other than the disclosures summarized below, which may be material to the Issuer’s evaluation of BOKFS or the integrity of BOKFS’s management or advisory personnel there are no legal or disciplinary events that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

October 21, 2015 – A regulatory action against BOKFS by FINRA was resolved via an Acceptance, Waiver & Consent. The allegations were related to “fair and reasonable” pricing of corporate bond transactions.

June 18, 2015 – An order was issued against BOKFS by the U.S. Securities and Exchange Commission. The allegation was related to the due diligence conducted by the firm to establish a reasonable basis that certain material representations made by issuers in official statements connected with the offerings were accurate. The violations were self-reported by BOKFS pursuant to the SEC’s Municipalities Continuing Disclosure Cooperation (“MCDC”) Initiative.

March 11, 2019 – An order was issued against BOKFS by the U.S. Securities and Exchange Commission. The allegations were related to inadequate disclosure language in the firm’s ADV brochures regarding the selection of mutual fund share classes that contain 12b-1 fees when share classes that did not contain 12b-1 fees were potentially available. The violations were self-reported by BOKFS pursuant to the SEC’s Share Class Selection Disclosure (“SCSD”) Initiative.

Details of the events disclosed above can be found in the firm’s Form MA available through the SEC’s EDGAR Filing System

(<https://www.sec.gov/edgar/searchedgar/companysearch.html>). Search for “BOK Financial Securities, Inc.” to view the firm’s most recent Form MA filing.

Future Supplemental Disclosures. As required by MSRB Rule G-42, this Section may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest, or to provide updated information with regard to any legal or disciplinary events of BOKFS. BOKFS will provide Issuer with any such supplement or amendment as it becomes available throughout the term of the Engagement Letter.

Part C - Disclosures of Information Related to MSRB Rule G-10

MSRB Rule G-10 requires disclosure of the following:

1. BOK Financial Securities, Inc. (“BOKFS”) is registered with the Securities Exchange Commission (“SEC”) and the MSRB.
2. The MSRB’s website address is www.msrb.org.
3. The MSRB’s “Information for Municipal Advisory Clients” brochure describes the protections that may be provided by the MSRB and how to file a complaint with the appropriate regulatory authority. That brochure can be found at the following web address:

<http://www.msrb.org/~media/files/resources/msrb-ma-clients-brochure.ashx?>

MINUTES AND RESOLUTION AUTHORIZING SALE OF BONDS

Pursuant to notice given under the Open Meeting Act, the Board of Education of Independent School District Number 99 of Custer County, State of Oklahoma, met in special session in the Administration and Technology Center, 1720 Opal Avenue, Clinton, Oklahoma, in said school district on the 6th day of April, 2023, at 5:00 o'clock p.m.

PRESENT

ABSENT:

Notice of this special meeting was given in writing to the County Clerk of Custer County, Oklahoma at _____.m. on the ____ day of _____, 2023, forty-eight (48) hours or more prior to this meeting, and public notice of this meeting, setting forth the date, time, place and agenda was posted at the West side of the front door of the Administration and Technology Center, 1720 Opal Avenue, Clinton, Oklahoma, in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week at _____.m. on the ____ day of April, 2023, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto).

Notice of said meeting and agenda have also been posted on the School District’s website in accordance with Title 74, Oklahoma Statutes, Section 3106.2.

(OTHER PROCEEDINGS)

Thereupon _____ introduced a Resolution by reading the Title, and upon motion by _____ seconded by _____, said Resolution was adopted by the following vote:

Aye:

Nay:

Said Resolution was thereupon signed by the President, attested by the Clerk, sealed with the seal of said School District, and is as follows:

RESOLUTION

A RESOLUTION FIXING THE AMOUNT OF BONDS TO MATURE EACH YEAR, FIXING THE TIME AND PLACE THE BONDS ARE TO BE SOLD, AND AUTHORIZING THE CLERK TO GIVE NOTICE OF SAID SALE AS REQUIRED BY LAW.

WHEREAS, the issuance of \$50,850,000 of Building Bonds by Independent School District Number 99 of Custer County, Oklahoma, has been duly authorized at an election held for

that purpose on the 5th day of April, 2022 and certified by the County Election Board of Custer County, Oklahoma on the 8th day of April, 2022; and

WHEREAS, Independent School District Number 99 of Custer County, Oklahoma, has previously determined to sell the approved Bonds in multiple series; and

WHEREAS, Independent School District Number 99 of Custer County, Oklahoma has previously issued \$3,200,000 of the authorized Bonds and such bonds were known as the \$3,200,000 General Obligation Building Bonds, Series 2022, and

WHEREAS, Independent School District Number 99 of Custer County, Oklahoma, desires to issue at this time \$1,875,000 of the authorized Bonds and such bonds shall be called the \$1,875,000 General Obligation Building Bonds, Federally Taxable Series 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NUMBER 99 OF CUSTER COUNTY, OKLAHOMA:

SECTION 1. That the \$1,875,000 General Obligation Building Bonds, Federally Taxable Series 2023, of Independent School District Number 99 of Custer County, Oklahoma, authorized on the 5th day of April, 2022, shall be offered for sale and that the Board of Education of Independent School District Number 99 of Custer County, Oklahoma, will receive bids by sealed bid, electronic bid (via PARITY) or similar secure electronic bid, at the Clinton Public Schools Administration and Technology Center, Office of the Superintendent, 1720 Opal Avenue, Clinton, Oklahoma, on the 11th day of May, 2023, until 9:30 A.M., said Bonds to become due:

\$1,875,000 in two years from their date.

Said Bonds shall be awarded by the Board of Education of Independent School District Number 99 of Custer County, Oklahoma, on May 11, 2023, at 5:15 P.M., local time, at a meeting of said Board held at the Administration and Technology Center, 1720 Opal Avenue, Clinton, Oklahoma, and shall be sold to the bidder bidding the lowest rate of interest the Bonds shall bear, and agreeing to pay par and accrued interest for the Bonds.

SECTION 2. That the Clerk of the Board of Education is hereby ordered and directed to cause notice of the sale of said Bonds to be given as required by law.

Adopted this 6th day of April, 2023.

President, Board of Education

ATTEST:

Clerk, Board of Education

(SEAL)

State of Oklahoma)
)SS.
County of Custer)

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District Number 99 of Custer County, Oklahoma, hereby certify that the foregoing is a true and complete copy of a Resolution authorizing the sale of bonds for the purpose therein set out, adopted by said Board and transcript of proceedings of said Board, at a special meeting thereof held on the date therein set out, insofar as the same relates to the introduction, reading and adoption thereof as the same appears of record in my office.

WITNESS my hand and official seal this 6th day of April, 2023.

Clerk, Board of Education

(SEAL)



t 405.235.3413 • f 405.235.2807
5657 N. CLASSEN BOULEVARD, SUITE 100 • OKLAHOMA CITY, OK 73118

AGREEMENT FOR BOND COUNSEL SERVICES

GENERAL OBLIGATION BUILDING BONDS, FEDERALLY TAXABLE SERIES 2023 INDEPENDENT SCHOOL DISTRICT NO. 99, CUSTER COUNTY, OKLAHOMA (CLINTON PUBLIC SCHOOLS)

THIS AGREEMENT is entered as of April 6, 2023, by and among THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”) and INDEPENDENT SCHOOL DISTRICT NO. 99, CUSTER COUNTY, OKLAHOMA (the “Issuer”), as follows:

RECITALS

WHEREAS, the Issuer desires to engage PFLG as bond counsel in connection with the approval of a transcript of proceedings relating to the approximate amount of \$1,875,000 General Obligation Building Bonds, Federally Taxable Series 2023 (the “Bonds”) of the Issuer; and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by Issuer as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Special Bond Counsel Services.* PFLG will render the following services as bond counsel to the Issuer:

- (1) Consultation with representatives of the District, including the Superintendent, the legal, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed Financing Plan.
- (2) Review of the bond transcript and other authorizing documents (the “Financing Documents”).
- (3) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as the Issuer may request, and assistance to the District staff in preparation of such explanations or presentations to the governing body of the Issuer as they may request.

- (4) Review of final closing papers to be executed by the Issuer required to effect delivery of the Bonds and coordination of the Bond closing.
- (5) Rendering of bond counsel's customary final legal opinion on the validity of the securities and, with respect to tax-exempt securities, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and the District acknowledge that the District shall be represented by the District's attorney (also referred to as "Legal Counsel") for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Legal Counsel to the extent requested by the District or its Legal Counsel.

PFLG and the District further acknowledge that the District shall be represented by BOK Financial Securities, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as beyond the scope of traditional legal services, the District specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the District is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the District hereby advises PFLG that the District is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the District has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the District.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided, certifications made by, and opinions provided by counsel to, the District, the Independent Registered Municipal Advisor, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of District, Issuer or any other party to the transaction in any litigation or other legal or administrative proceeding involving the Bonds, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to any Official Statement and/or any Continuing Disclosure Undertakings applicable to the Bonds (if any), including but not limited to the accuracy, completeness or sufficiency of the Official Statement, Continuing Disclosure Undertaking, or other offering material relating to the Bonds. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's

services will not extend past the date of issuance of the Bonds and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Bonds, Bond proceeds or the Project after issuance of the Bonds.

2. Compensation and Reimbursements.

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the District, PFLG shall be paid at the time of issuance a fixed fee of \$2,500.00.

B. *Expenses.* [Left Blank Intentionally]

C. *Payment.* Fees and expenses shall be payable by District at the time of issuance of the Bonds. Payment of all fees and expenses hereunder shall be made at closing by District and shall be entirely contingent upon issuance of the Bonds.

D. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by District, shall, at the option of District, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by District, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Bonds, provided that District shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Bonds or the District.

3. Nature of Engagement; Relationships With Other Parties.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Bonds, PFLG will act as special counsel to the District with respect to issuance of the Bonds. District acknowledges that District shall be represented by in-house legal counsel for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall provide an opinion with respect to validity of the Bonds and the Financing Documents, and the tax status of interest on the Bonds, in a manner not inconsistent with the role of bond counsel described above.

District acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented,

is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Financing Plan or the Project or that may be involved with or adverse to the District in this or some other matter. PFLG agrees not to represent any such entity in connection with the Financing Plan, during the term of this Agreement, without the consent of the District. Given the special, limited role of bond counsel described above, the District acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and the District specifically consents to any and all such relationships.

Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than District and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of District except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. District may assign its rights and obligations under this Agreement to (but only to) any other financial institution that purchases the Bonds (if not the District). District shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG. All references to PFLG and District in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of District and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

4. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

5. Notices.

All notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118
Attention: Jered T. Davidson

DISTRICT:


Independent School District No. 99 of Custer County, Oklahoma
(Clinton Public Schools)
1720 Opal Avenue
Clinton, OK 73601

Attention: Superintendent

[Remainder of Page Left Blank Intentionally]

District and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: 

Jerred T. Davidson

**INDEPENDENT SCHOOL DISTRICT NO. 99,
CUSTER COUNTY, OKLAHOMA**

By: _____
Title: Chairperson, Board of Education