

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 12/8/21

Contract/Agreement Vendor:
Name of Vendor & Contact Person

Vendor Email Address

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Reason/Audience to benefit

BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO
 If yes, Technology Admin:

Leadership Team Member: *Natalie Eneff*

Funding Source:
Fund/Project OCAS Coding

Consent

Action

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and Hilborne & Weidman for bond counsel and to provide disclosure counsel, as may be required to assist in the preparation of the Preliminary and Final Official statements. Cost to the District is \$12,000.00 and will be paid from the General Fund. N. Eneff

As Disclosure Counsel, Hilborne & Weidman will advise on the preparation of the District's Preliminary and Final Official Statements used in connection with the offer and sale of Bonds. They will also review material contained therein, and prepare and submit the Due Diligence Questionnaire.

Summary This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

HILBORNE & WEIDMAN

A PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS

2405 EAST 57TH STREET

TULSA, OKLAHOMA 74105-7548

TELEPHONE:

(918)749-0111

TELECOPIER:

(918)749-0335

January 10, 2022

Board of Education
Independent School District No. 3
of Tulsa County, Oklahoma

It is our pleasure to submit herewith our proposal to serve as Disclosure Counsel to Independent School District No. 3 of Tulsa County, Oklahoma (the "District"), regarding your proposed issuance and sale of general obligation bonds (the "Bonds") for the District.

As your Disclosure Counsel, we will work closely your attorney, financial advisor, and staff and advise you on the preparation of the District's Preliminary and Final Official Statements used in connection with the offer and sale of the Bonds. In this connection, the firm shall provide such legal services as may be required to assist in the preparation of the Preliminary and Final Official Statements and the review of the material contained therein with the proper District officials. The firm will prepare and submit a Due Diligence Questionnaire which must be reviewed and completed by the District. The Due Diligence Questionnaire will help to lead the District through the disclosure process necessary in connection with the offer and sale of the Bonds.

It is specifically understood that the Preliminary and Final Official Statements of the District are District's documents and the District is alone responsible for compliance by the District with all state and federal securities laws and regulations. The Firm will assist and advise the District in legal matters relating to its compliance with such laws and regulations.

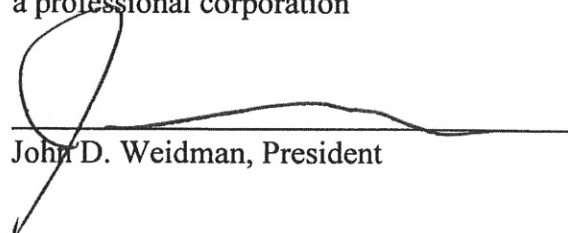
For such services rendered in connection with such issue of Bonds, our fee as Disclosure Counsel would be Twelve Thousand dollars (\$12,000.00), to be paid at the time such Bonds are delivered.

Our fee is contingent upon delivery of and payment for any such Bonds. In the event no Bonds are issued and delivered, we would receive no compensation for our services rendered therewith. The above quoted fee includes our out-of-pocket travel, telephone and photocopying expenses and there will be no reimbursement for such items.

We stand ready to proceed upon written notification from you and we will carry out the work with due diligence to completion within a reasonable time from notice to proceed.

Respectfully submitted,

HILBORNE & WEIDMAN,
a professional corporation



John D. Weidman, President

Approved and accepted this ____ day of January, 2022.

Independent School District No. 3 of
Tulsa County, Oklahoma

President

Attest:

Clerk

(Seal)