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DATE

BY: JAMES E. BROWN

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**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: Don Kent, Treasurer/Tax Collector

SUBMITTAL DATE:
April 16, 2015

SUBJECT: Resolution No. 2015-096 Jurupa Valley Unified School District General Obligation Bonds 2014 Election, 2015 Series A; 2nd Dist.; [\$0] (Vote on Separately)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and adopt Resolution No. 2015-096 authorizing and approving the issuance and sale of Jurupa Valley Unified School District General Obligation Bonds, 2014 Election, 2015 Series A in a principal amount not to exceed \$35,000,000 some of which may provide for the compounding of interest and approving other related matters.

BACKGROUND:

Summary

Education Code Section 15140 requires that General Obligation Bonds of a school district be offered for sale by the Board of Supervisors of the County when the County's Superintendent of Schools has jurisdiction over the district and when the district wishes to offer its bonds via a negotiated sale. Although California law permits a board of supervisors to opt out of that requirement, this Board has not adopted the necessary enabling resolution. At the same time, the County Treasurer has taken the position that school districts should not be negotiating the sale of bonds without his participation. (Continued on Page 2.)

[Signature]
Jon Christensen
Assistant Treasurer/Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS:

Budget Adjustment: n/a
For Fiscal Year: 2014-15

C.E.O. RECOMMENDATION: APPROVE

BY: *[Signature]* 4/16/15
Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: 2

Agenda Number:

3-39

Departmental Concurrence

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Resolution No. 2015-096 Jurupa Valley Unified School District General Obligation Bonds, 2014
Election, 2015 Series A; 2nd Dist.; [\$0] (Vote on Separately)
DATE: February 16, 2015
PAGE: Page 2 of 3

BACKGROUND:
Summary (continued).

Jurupa Valley Unified School District (the "District"), under the jurisdiction of the Riverside County Superintendent of Schools, wishes to offer bonds via a negotiated sale. Accordingly, the District Board of Education adopted a resolution requesting this Board to sell the District's general obligation bonds which have been duly authorized by the voters of the District.

An election was held on November 4, 2014 pursuant to Section 1 of Article XIII A of the California Constitution, Section 18 of Article XVI of the California Constitution, and Chapter 1 of Part 10 of Division 1 of Title 1 (Section 15266) of the Education Code, codifying, in part, Proposition 39. The measure, which was approved by more than fifty-five percent of the votes cast by eligible voters of the District, authorized the incurrence of general obligation bonded indebtedness in an aggregate principal amount not to exceed \$144,000,000.

Resolution 2015-096 authorizes the issuance and sale of Jurupa Valley Unified School District General Obligation Bonds, 2014 Election, 2015 Series A (the "2015 Series A Bonds") in a principal amount not to exceed \$35,000,000. The proceeds of the 2015 Series A Bonds will be used to finance authorized school facilities within the District.

Due to constraints on the tax rate levy imposed on the issuance of the 2015 Series A Bonds under the provisions of Proposition 39, the District has requested that some of the 2015 Series A Bonds be issued as capital appreciation bonds which by their terms compound interest. The maximum permitted tax levy rate per \$100,000 of assessed valuation set forth in Proposition 39 is \$60.00 for the District. Without the use of capital appreciation bonds, the District has determined that it could not generate sufficient funds to complete pending projects for several years.

Assembly Bill 182 amended the California Education Code and the California Government Code to authorize the issuance of capital appreciation bonds when certain conditions are met. The District resolution reflects that the District has complied with all the requirements of AB 182. Specifically, AB 182 limits the amount of debt service that can be paid on bonds, including capital appreciation bonds, such that total debt service can be no more than 4 times greater than the principal amount of the bonds. The District estimates that total debt service on the 2015 Series A Bonds will be no more than 1.66 times greater than the principal amount of the 2015 Series A Bonds.

The 2015 Series A Bonds represent a general obligation of the District and do not constitute a debt, liability, or obligation of the County. No part of any fund of the County is pledged or obligated to the payment of the 2015 Series A Bonds.

County Counsel has reviewed Resolution No. 2015-096 and has approved it as to form.

Impact on Citizens and Businesses

The voters of the District approved the levy of ad valorem property taxes to pay for increased bonded indebtedness. In exchange for the increased taxes, the citizens in the District will receive new and improved District facilities.

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Resolution No. 2015-096 Jurupa Valley Unified School District General Obligation Bonds, 2014
Election, 2015 Series A; 2nd Dist.; [\$0] (Vote on Separately)
DATE: February 16, 2015
PAGE: Page 3 of 3

ATTACHMENTS (if needed, in this order):

Resolution No. 2015-096
District Resolution
Bond Purchase Contract
Preliminary Official Statement

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RESOLUTION NO. 2015-096

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, AUTHORIZING THE ISSUANCE AND SALE OF JURUPA UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, 2014 ELECTION, 2015 SERIES A, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$35,000,000, SOME OF WHICH MAY PROVIDE FOR THE COMPOUNDING OF INTEREST, AND APPROVING CERTAIN OTHER MATTERS RELATING TO THE BONDS

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FORM APPROVED COUNTY COUNSEL
BY: Dale A Gardner 9/13/15
DATE

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RESOLUTION NO. 2015-096

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, AUTHORIZING THE ISSUANCE AND SALE OF JURUPA UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, 2014 ELECTION, 2015 SERIES A, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$35,000,000, SOME OF WHICH MAY PROVIDE FOR THE COMPOUNDING OF INTEREST, AND APPROVING CERTAIN OTHER MATTERS RELATING TO THE BONDS

WHEREAS, a duly called election was conducted within Jurupa Unified School District, County of Riverside, California (the “**District**”), a unified school district duly organized and existing under the Constitution and laws of the State of California (the “**State**”) on November 4, 2014 (the “**Election**”), pursuant to which the qualified voters of the District approved, by a vote of more than fifty-five percent (55%), of the issuance of not to exceed \$144,000,000 aggregate principal amount of the District’s general obligation bonds (the “**Authorization**”), which was duly canvassed according to law; and

WHEREAS, Section 15140 of the Education Code of the State (the “**Education Code**”) requires that general obligation bonds of a district shall be offered for sale by the board of supervisors of the applicable county, as soon as possible following receipt of a resolution adopted by the governing board of such district; and

WHEREAS, the Riverside County Superintendent of Schools has jurisdiction over the District, which is located within the County of Riverside, California (the “**County**”); and

WHEREAS, the District has not previously issued bonds under the Authorization; and

WHEREAS, the District has determined the need to finance additional capital projects authorized at the Election; and

1 **WHEREAS**, the Board of Supervisors of the County (the “**Board**”) has received a
2 certified resolution of the District Board, adopted on April 6, 2015 (the “**District Resolution**”),
3 an executed electronic copy of which has been received by the Board, requesting the Board issue
4 a series of the District’s general obligation bonds under the Authorization, in the maximum
5 principal and denominational amount of not to exceed Thirty-Five Million Dollars (\$35,000,000)
6 (the “**Bonds**”) in order to provide for the funding of certain capital improvements for the
7 District’s schools; and

8 **WHEREAS**, in the District Resolution, the District Board found and informed this Board
9 that all acts and conditions necessary to be performed by the District or to have been met
10 precedent to and in the issuance and sale of the Bonds in order to make them legal, valid and
11 binding general obligations of the District have been performed and have been met, or will, at the
12 time of delivery of the Bonds, have been performed and met, in regular and due form as required
13 by law; and

14 **WHEREAS**, due to tax levy rates constraints imposed on the issuance of the Bonds under
15 the provisions of Proposition 39, implemented by Section 15270 of the Education Code, the
16 District Board has requested the County to issue Bonds in the District’s name which, by their
17 terms, are subject to the compounding of interest (as further defined below, the “**Capital**
18 **Appreciation Bonds**”); and

19 **WHEREAS**, pursuant to the provisions of Assembly Bill 182 (“**AB 182**”), implemented
20 by Section 15146(b) of the Education Code, Capital Appreciation Bonds may only be issued upon
21 certain additional determinations and considerations to be made by the District Board; and

22 **WHEREAS**, the District Board has advised the County that it has complied in all respects
23 with the provisions of AB 182 necessary in order to issue Capital Appreciation Bonds, and has
24 provided a summary of its determinations, as reflected in Exhibit D to this Resolution, which is
25 by this reference incorporated herein; and

26 **WHEREAS**, the District Board has determined that it is desirable to sell the Bonds
27 pursuant to a negotiated underwriting to Stifel, Nicolaus & Co., Incorporated, as underwriter (the
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1 “Underwriter”) pursuant to a Contract of Purchase (as defined herein), a form of which has been
2 submitted to this meeting of the Board and is appended hereto as Exhibit C, which is incorporated
3 herein by this reference (the “**Contract of Purchase**”); and

4 **WHEREAS**, a form of continuing disclosure undertaking (the “**Continuing Disclosure**
5 **Undertaking**”), attached as Appendix C to the Preliminary Official Statement, has been
6 submitted to this meeting of the Board and is on file with the Clerk; and

7 **WHEREAS**, the District Board has requested under the District Resolution that the
8 County should levy and collect an *ad valorem* property tax on all taxable property within the
9 District sufficient to provide for payment of the Bonds, so that the Auditor-Controller of the
10 County (the “**Auditor-Controller**”), the Treasurer and Tax Collector of the County (the
11 “**Treasurer**”) and other officials of the County should take such actions as shall be necessary to
12 provide for the levy and collection of such tax and payment of the Bonds; and

13 **WHEREAS**, all acts, conditions and other matters required by law to be done or
14 performed have been done and performed in strict conformity with the laws authorizing the
15 issuance of general obligation bonds of the District, and the indebtedness of the District,
16 including this proposed issue of the Bonds, is within all limits prescribed by law;

17 **NOW THEREFORE, IT IS ORDERED** by the Board of Supervisors of the County of
18 Riverside as follows:

19 SECTION 1. Definitions. Capitalized terms used but not defined herein shall
20 have the meanings set forth in the Recitals hereto. Additionally, the following terms shall for all
21 purposes of this Resolution have the following meanings:

22 “Accreted Value” shall mean with respect to any Capital Appreciation Bond as of any
23 date of calculation, the sum of the Denominational Amount thereof and the interest accreted
24 thereon to such date of calculation, compounded from the Date of Delivery at the stated accretion
25 rate thereof on each February 1 and August 1, or as otherwise set forth in the Contract of
26 Purchase, assuming in any such semiannual period that such Accreted Value increases in equal
27 daily amounts on the basis of a 360-day year of twelve 30-day months.

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1 “Authorized Denominations” shall mean, (a) as to Current Interest Bonds, \$5,000
2 Principal Amount or any integral multiple thereof, and (b) as to Capital Appreciation Bonds,
3 \$5,000 in Maturity Amount or any integral multiple thereof.

4 “Authorized Investments” shall mean the Riverside County Investment Pool (or other
5 investment pools of the County into which District funds may lawfully be invested), the Local
6 Agency Investment Fund of the State, any investment authorized pursuant to Section 16429.1 and
7 Section 53601 of the Government Code, or in shares in a California common law trust established
8 pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in
9 investments permitted by Section 53635 of the Government Code, or in guaranteed investment
10 contracts in general obligations of the United States of America (including State and Local
11 Government Securities of the Department of the Treasury) (provided that such investments
12 comply with the requirements of Section 148 of the Code and with the requirements of the Bond
13 Insurer, if any, as shall be applicable.

14 “Authorized Officer of the County” shall mean the officers of the County, including the
15 Treasurer, the Deputy Treasurer and their authorized representatives, authorized to act with
16 regard to general obligation bond matters.

17 “Authorized Officer of the District” shall mean the officers of the District, including the
18 Superintendent, the Assistant Superintendent of Business Services and their authorized
19 representatives, and the President and Clerk of the District Board.

20 “Authorizing Law” shall mean, collectively, Article 1 of Chapter 1 of Part 10 of Division
21 1 of Title 1 of the California Education Code; and Article XIII A of the California Constitution.

22 “Bond Counsel” shall mean Nixon Peabody LLP or any other firm that is a nationally
23 recognized bond counsel firm.

24 “Bond Register” shall mean the books referred to in Section 17 of this Resolution.

25 “Building Fund” shall mean the Building Fund of the District, established at the direction
26 of the District.

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1 “Business Day” shall mean a day which is not a Saturday, Sunday or a day on which
2 banking institutions in the State or the State of New York and the New York Stock Exchange are
3 authorized or required to be closed.

4 “Capital Appreciation Bonds” shall mean the Bonds accreting interest on the
5 Denominational Amount thereof, designated as such in Section 10 of this Resolution.

6 “Code” shall mean the Internal Revenue Code of 1986, as amended.

7 “Contract of Purchase” shall mean the Contract of Purchase by and among the County, the
8 District and the Underwriter relating to the Bonds.

9 “Costs of Issuance” shall mean all of the authorized costs of issuing the Bonds as
10 described in Section 15145(a) of the Education Code, including but not limited to, all printing and
11 document preparation expenses in connection with this Resolution, the Bonds and the Preliminary
12 Official Statement and the Official Statement pertaining to the Bonds and any and all other
13 agreements, instruments, certificates or other documents prepared in connection therewith; rating
14 agency fees; auditor’s fees; CUSIP service bureau charges; legal fees and expenses of counsel
15 with respect to the financing, including the fees and expenses of Bond Counsel and Disclosure
16 Counsel; the fees and expenses of the Financial Advisor; the fees and expenses of the Paying
17 Agent, fees for credit enhancement (if any) relating to the Bonds; the discount of the Underwriter;
18 and other fees and expenses incurred in connection with the issuance of the Bonds, to the extent
19 such fees and expenses are approved by the District.

20 “Current Interest Bonds” shall mean the Bonds bearing interest payable semiannually,
21 designated as such in Section 9 of this Resolution.

22 “Date of Delivery” shall mean the date of issuance of the Bonds.

23 “Debt Service” shall have the meaning given to that term in Section 19 of this Resolution.

24 “Debt Service Fund” shall mean the Debt Service Fund established pursuant to Section 19
25 of this Resolution.

26 “Denominational Amount” shall mean, as to any Capital Appreciation Bond, the initial
27 issue amount thereof.

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1 “Depository” shall mean DTC and its successors and assigns or if (a) the then-acting
2 Depository resigns from its functions as securities depository for the Bonds, or (b) the District
3 discontinues use of the Depository pursuant to this Resolution, any other securities depository
4 which agrees to follow procedures required to be followed by a securities depository in
5 connection with the Bonds.

6 “DTC” shall mean The Depository Trust Company, and its successors and assigns.

7 “Education Code” shall mean the Education Code of the State.

8 “EMMA” shall mean the Electronic Municipal Market Access website of the MSRB,
9 currently located at <http://emma.msrb.org>.

10 “Excess Earnings Fund” shall mean the Excess Earnings Fund established pursuant to
11 Section 21 of this Resolution.

12 “Financial Advisor” shall mean Dolinka Group, LLC, as Financial Advisor to the District.

13 “Fiscal Year” shall mean the twelve-month period commencing on July 1 of each year and
14 ending on the following June 30 or any other fiscal year selected by the District.

15 “Government Code” shall mean the Government Code of the State.

16 “Information Services” shall mean EMMA and, in accordance with then-current
17 guidelines of the Securities and Exchange Commission, such other addresses and/or such other
18 services providing information with respect to called bonds as the District may designate in a
19 certificate of the District, delivered to the Paying Agent.

20 “Interest Payment Date” shall mean with respect to (i) any Current Interest Bond,
21 February 1 and August 1 in each year, commencing on August 1, 2015, or as otherwise specified
22 in the Contract of Purchase, and (ii) any Capital Appreciation Bond, the maturity or prior
23 redemption date thereof.

24 “Maturity Amount” shall mean the Accreted Value of any Capital Appreciation Bond on
25 its maturity date.

26 “Moody’s” shall mean Moody’s Investors Service, its successors and assigns, except that
27 if such corporation shall no longer perform the functions of a securities rating agency for any
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1 reason, the term “Moody’s” shall be deemed to refer to any other nationally recognized securities
2 rating agency selected by the District.

3 “MSRB” means the Municipal Securities Rulemaking Board or any other entity
4 designated or authorized by the Securities and Exchange Commission to receive the reports
5 described in the Continuing Disclosure Undertaking. Until otherwise designated by the MSRB or
6 the Securities and Exchange Commission, filings with the MSRB are to be made through EMMA.

7 “Nominee” shall mean the nominee of the Depository which may be the Depository, as
8 determined from time to time by the Depository.

9 “Nonarbitrage Certificate” shall mean the Tax and Nonarbitrage Certificate of the District
10 delivered in connection with the issuance of the Bonds.

11 “Official Statement” shall mean the final official statement of the District describing the
12 Bonds.

13 “Outstanding” when used with reference to the Bonds, shall mean, as of any date, Bonds
14 theretofore issued or thereupon being issued under this Resolution except:

- 15 (i) Bonds canceled at or prior to such date;
- 16 (ii) Bonds in lieu of or in substitution for which other Bonds shall have
17 been delivered pursuant to Section 15 or Section 16 hereof;
- 18 (iii) Bonds for the payment or redemption of which funds or eligible
19 securities in the necessary amount shall have been set aside
20 (whether on or prior to the maturity or redemption date of such
21 Bonds), in accordance with Section 44 of this Resolution.

22 “Owner” shall mean the registered owner, as indicated in the Bond Register, of any Bond.

23 “Participant” shall mean a member of or participant in the Depository.

24 “Paying Agent” shall mean the paying agent designated pursuant to Section 33 hereof.

25 “Pledged Moneys” shall have the meaning given to that term in Section 20 of this
26 Resolution.

1 “Preliminary Official Statement” shall mean the Preliminary Official Statement of the
2 District, the form of which was submitted to and approved by the District Board pursuant to the
3 District Resolution.

4 “Principal” or “Principal Amount” shall mean, as of any date of calculation, with respect
5 to (i) any Current Interest Bond, the principal amount thereof, and (ii) any Capital Appreciation
6 Bond, the Denominational Amount thereof.

7 “Projects” shall include the capital improvements further described in Section 7 of this
8 Resolution and delineated in the ballot presented to and approved by the voters of the District at
9 the Election.

10 “Project Costs” shall mean all of the expenses of and incidental to the construction,
11 acquisition, equipping or furnishing of the Projects to be funded with the proceeds of the Bonds.

12 “Record Date” shall mean the close of business on the fifteenth calendar day of the month
13 next preceding an Interest Payment Date.

14 “Regulations” shall mean the regulations of the United States Department of the Treasury
15 proposed or promulgated under Sections 103 and 141 through 150 of the Code which by their
16 terms are effective with respect to the Bonds and similar Treasury Regulations to the extent not
17 inconsistent with Sections 103 and 141 through 150 of the Code, including regulations
18 promulgated under Section 103 of the Code.

19 “S&P” shall mean Standard & Poor’s Ratings Services, a Standard & Poor’s Financial
20 Services LLC business, its successors and assigns, except that if such corporation shall no longer
21 perform the functions of a securities rating agency for any reason, the term “S&P” shall be
22 deemed to refer to any other nationally recognized securities rating agency selected by the
23 District.

24 “Securities Depositories” shall mean The Depository Trust Company, 55 Water Street,
25 New York, New York 10041, Facsimile transmission: (212) 785-9681, (212) 855-3215, and, in
26 accordance with then-current guidelines of the Securities and Exchange Commission, such other
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1 addresses and/or such other securities depositories as the District may designate in a certificate
2 delivered to the Paying Agent.

3 “State” shall mean the State of California.

4 “Supplemental Resolution” shall mean any resolution supplemental to or amendatory of
5 this Resolution, adopted by the District in accordance with Section 41 or Section 42 hereof.

6 “Transfer Amount” shall mean, with respect to (i) any Current Interest Bond, the
7 aggregate Principal Amount thereof, and (ii) any Capital Appreciation Bond, the Accreted Value
8 thereof.

9 “Treasurer” shall mean the Treasurer and Tax Collector of the County, or any designated
10 deputy thereof.

11 SECTION 2. Rules of Construction. Words of the masculine gender shall be
12 deemed and construed to include correlative words of the feminine and neuter genders, and vice
13 versa. Except where the context otherwise requires, words importing the singular shall include
14 the plural and vice versa, and words importing persons shall include firms, associations and
15 corporations, including public bodies, as well as natural persons.

16 SECTION 3. Authority for this Resolution. The Bonds are authorized to be
17 issued and sold by the County in the name and on behalf of the District pursuant to the California
18 Constitution, the Election, the Authorization, the District Resolution, this Resolution, the
19 provisions of Education Code sections 15100 *et seq.* and 15264 *et seq.*

20 SECTION 4. Resolution to Constitute Contract. In consideration of the
21 purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those
22 who shall own the same from time to time, this Resolution shall be deemed to be and shall
23 constitute a contract among the County, the District and the Owners from time to time of the
24 Bonds; and the pledge made in this Resolution shall be for the equal benefit, protection and
25 security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of
26 their issuance or maturity, shall be of equal rank without preference, priority or distinction of any
27 of the Bonds over any other thereof.

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SECTION 5. Approval of Documents; Determination of Method of Sale and Terms of Bonds.

(a) The Authorized Officers of the County, in consultation with Bond Counsel and the Authorized Officers of the District are, and each of them acting alone is, hereby authorized and directed to issue and deliver the Bonds and to establish the initial aggregate Principal Amount thereof; provided, however, that such initial aggregate principal or issue amount shall not exceed \$35,000,000.

(b) The form of the Contract of Purchase is hereby approved. The Treasurer is authorized and directed to execute and deliver the Contract of Purchase to the Underwriter for and in the name and on behalf of the District, with such additions, changes or corrections therein as the Treasurer may approve in his or her discretion as being in the best interests of the District, including, without limitation (i) such changes as are necessary to reflect the final terms of the Bonds to the extent such terms differ from those set forth in this Resolution, such approval to be conclusively evidenced by the Treasurer's execution thereof and (ii) any other documents required to be executed thereunder. The Treasurer is hereby authorized to negotiate with the Underwriter the terms, maturities, interest rates and series of the Bonds and the purchase price of the Bonds to be paid by the Underwriter, which purchase price shall reflect an Underwriter's discount of not more than 0.70% (not including original issue discount) of the Principal Amount thereof, if the conditions set forth in this Resolution are met. The interest rate on the Bonds shall not exceed the maximum allowed under law. All Principal of the Current Interest Bonds shall be payable within 25 years of the date of issuance of the Bonds. All Principal of the Capital Appreciation Bonds shall be payable within 25 years of the date of issuance of the Bonds.

(c) This Board also hereby authorizes the preparation of a paying agent agreement in connection with the Bonds, in such form as shall be determined by an Authorized Officer of the County, such determination to be conclusively evidenced by the execution and delivery of the paying agent agreement by such Authorized Officer of the County.

1 SECTION 6. Authorization of Officers. The Authorized Officers of the
2 County are, and each of them acting alone is, hereby authorized to execute any and all documents
3 and do and perform any and all acts and things, from time to time, consistent with this Resolution
4 and necessary or appropriate to carry the same into effect and to carry out its purposes.

5 SECTION 7. Use of Bond Proceeds. The proceeds of the Bonds shall be used
6 for (a) the financing of the acquisition, construction, furnishing and equipping of facilities for
7 certain of the Projects authorized at the Election, the bond proposition and Project List approved
8 at the Election which shall be incorporated herein by this reference as though fully set forth in this
9 Resolution; and (b) the payment of the Costs of Issuance of the Bonds.

10 SECTION 8. Designation and Form; Payment.

11 (a) An issue of Bonds in one or more series entitled to the benefit, protection
12 and security of this Resolution is hereby authorized in an aggregate Principal Amount not to
13 exceed \$35,000,000. Such Bonds shall be general obligations of the District, payable as to
14 Principal, premium, if any, and interest from *ad valorem* taxes to be levied upon all of the taxable
15 property in the District. The Bonds shall be designated the "Jurupa Unified School District
16 General Obligation Bonds, 2014 Election, 2015 Series A." The Bonds may be issued as Current
17 Interest Bonds or Capital Appreciation Bonds, or a combination of both, may be issued as serial
18 bonds or term bonds, and shall be subject to redemption as set forth in the Contract of Purchase,
19 subject to the provisions of this Resolution.

20 (b) The forms of the Bonds shall be substantially in conformity with the
21 standard form of registered bonds, copies of which are attached hereto as Exhibits A and B hereto
22 and incorporated herein by this reference, with such changes as are necessary to reflect the final
23 terms of the Bonds.

24 (c) Principal of and, premium, if any, and interest on any Bond shall be
25 payable in lawful money of the United States of America. Principal and premium, if any, shall be
26 payable upon surrender thereof at maturity or earlier redemption at the office designated by the
27 Paying Agent.
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1 SECTION 9. Description of Current Interest Bonds.

2 (a) The Bonds issued as Current Interest Bonds shall be issued in fully
3 registered form, in Authorized Denominations of \$5,000 or any integral multiple thereof. The
4 Current Interest Bonds shall be dated and shall mature on the dates, in the years and in the
5 Principal Amounts, and interest shall be computed at the rates, as set forth in the Contract of
6 Purchase.

7 (b) Interest on each Current Interest Bond shall accrue from its dated date as
8 set forth in the Contract of Purchase. Interest on the Current Interest Bonds shall be computed
9 using a year of 360 days comprised of twelve 30-day months and shall be payable on each
10 Interest Payment Date to the Owner thereof as of the close of business on the Record Date.
11 Interest on each Current Interest Bond will be payable from the Interest Payment Date next
12 preceding the date of registration thereof, unless (i) it is registered after the close of business on
13 any Record Date and before the close of business on the immediately following Interest Payment
14 Date, in which event interest thereon shall be payable from such following Interest Payment Date;
15 or (ii) it is registered prior to the close of business on the first Record Date, in which event
16 interest shall be payable from its dated date; provided, however, that if at the time of registration
17 of any Current Interest Bond, interest with respect thereto is in default, interest thereon shall be
18 payable from the Interest Payment Date to which interest has previously been paid or made
19 available for payment. Payments of interest on the Current Interest Bonds will be made on each
20 Interest Payment Date by check or draft of the Paying Agent sent by first-class mail, postage
21 prepaid, to the Owner thereof on the Record Date, or by wire transfer to any Owner of \$1,000,000
22 aggregate Principal Amount or more of such Current Interest Bonds, to the account specified by
23 such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for
24 such Interest Payment Date; provided, however, that payments of defaulted interest shall be
25 payable to the person in whose name such Current Interest Bond is registered at the close of
26 business on a special record date fixed therefor by the Paying Agent which shall not be more than
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1 fifteen days and not less than ten days prior to the date of the proposed payment of defaulted
2 interest.

3 SECTION 10. Description of the Capital Appreciation Bonds.

4 (a) The Bonds issued as Capital Appreciation Bonds shall be issued in fully
5 registered form in any Denominational Amount but shall reflect denominations of \$5,000
6 Maturity Amount or any integral multiple thereof, shall mature on the dates, in the years and in
7 the Maturity Amounts and shall accrete interest at the accretion rates, all as set forth in the
8 Contract of Purchase.

9 (b) Interest on each Capital Appreciation Bond shall be compounded
10 semiannually on February 1 and August 1 of each year until maturity, or as otherwise set forth in
11 the Contract of Purchase, commencing on the date set forth therein, computed using a year of 360
12 days comprised of twelve 30-day months, and shall be payable only at maturity as part of the
13 Maturity Amount.

14 SECTION 11. Required Information Regarding Capital Appreciation Bonds
15 under AB 182. Pursuant to Education Code Section 15146(b) and (c), the District Board was
16 presented with information related to the Capital Appreciation Bonds regarding: (i) their proposed
17 financing term and time of maturity; (ii) their repayment ratio; and (iii) the estimated change in
18 assessed valuation of taxable property in the District over the term of the Bonds. Items described
19 in Exhibit D summarize the information provided to the District Board prior to its adoption of the
20 District Resolution. The District has covenanted in the District Resolution that the issuance of the
21 Bonds will not result in a ratio of total Debt Service (as defined on pg. 6) on the Bonds to the
22 Principal Amount of more than 4.0:1.0 as mandated by Section 15144.1 of the Education Code.
23 The Underwriter's Rule G-17 submission was provided to the District Board.

24 SECTION 12. Tax Covenants. In order to maintain the exclusion from gross
25 income for federal income tax purposes of interest on the Bonds, the District has, pursuant to the
26 District Resolution, covenanted to comply with each applicable requirement of Section 103 and
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1 Sections 141 through 150 of the Code. The District has agreed to deliver instructions to
2 the Paying Agent as may be necessary in order to comply with the Nonarbitrage Certificate.

3 SECTION 13. Book-Entry System.

4 (a) The Bonds shall be initially issued in the form of a separate single fully
5 registered Bond for each of the maturities of the Bonds. Separate Bonds may be issued to
6 represent Bonds maturing in the same years, if any.

7 Upon initial issuance, the ownership of each such global Bond shall be registered in the
8 Bond Register in the name of the Nominee as nominee of the Depository. Except as provided in
9 subsection (c) hereof, all of the Outstanding Bonds shall be registered in the Bond Register in the
10 name of the Nominee and the Bonds may be transferred, in whole but not in part, only to the
11 Depository, to a successor Depository or to another nominee of the Depository or of a successor
12 Depository. Each Bond shall bear a legend describing restrictions on transfer, as may be
13 prescribed by the Depository.

14 With respect to Bonds registered in the Bond Register in the name of the Nominee, the
15 County shall have no responsibility or obligation to any Participant or to any person on behalf of
16 which such a Participant holds a beneficial interest in the Bonds. Without limiting the
17 immediately preceding sentence, the District shall have no responsibility or obligation with
18 respect to (i) the accuracy of the records of the Depository, the Nominee or any Participant with
19 respect to any beneficial ownership interest in the Bonds, (ii) the delivery to any Participant,
20 beneficial owner or any other person, other than the Depository, of any notice with respect to the
21 Bonds, including any Redemption Notice (as defined in Section 29 below), (iii) the selection by
22 the Depository and the Participants of the beneficial interests in the Bonds to be redeemed in part,
23 or (iv) the payment to any Participant, beneficial owner or any other person, other than the
24 Depository, of any amount with respect to Principal of, premium, if any, and interest on the
25 Bonds. The District and the Paying Agent may treat and consider the person in whose name each
26 Bond is registered in the Bond Register as the holder and absolute Owner of such Bond for the
27 purpose of payment of Principal of, premium, if any, and interest on such Bond, for the purpose
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1 of giving Redemption Notices and other notices with respect to such Bond, and for all other
2 purposes whatsoever, including, without limitation, registering transfers with respect to the
3 Bonds.

4 The Paying Agent shall pay all Principal of, premium, if any, and interest on the Bonds
5 only to the respective Owners, as shown in the Bond Register, and all such payments shall be
6 valid hereunder with respect to payment of Principal of, premium, if any, and interest on the
7 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the
8 Bond Register, shall receive a Bond evidencing the obligation to make payments of Principal of,
9 premium, if any, and interest, pursuant to this Resolution. Upon delivery by the Depository to the
10 Paying Agent and the County of written notice to the effect that the Depository has determined to
11 substitute a new nominee in place of the Nominee, and subject to the provisions hereof with
12 respect to Record Dates, the word "Nominee" in this Resolution shall refer to such new nominee
13 of the Depository.

14 (b) In order to qualify the Bonds for the Depository's book-entry system, the
15 District is hereby authorized to execute and deliver to such Depository a letter from the District
16 representing such matters as shall be necessary to so qualify the Bonds (the "**Representation**
17 **Letter**"). The execution and delivery of the Representation Letter shall not in any way limit the
18 provisions of subsection (a) hereof or in any other way impose upon the County any obligation
19 whatsoever with respect to persons having beneficial interests in the Bonds other than the
20 Owners, as shown in the Bond Register. In addition to the execution and delivery of the
21 Representation Letter, the District, the County and the Authorized Officers of each are hereby
22 authorized to take any other actions, not inconsistent with this Resolution, to qualify the Bonds
23 for the Depository's book-entry program.

24 (c) If at any time, the Depository notifies the County that it is unwilling or
25 unable to continue as Depository with respect to the Bonds or if at any time the Depository shall
26 no longer be registered or in good standing under the Securities Exchange Act or other applicable
27 statute or regulation and a successor Depository is not appointed by the District within 90 days
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1 after the County receives notice or become aware of such condition, as the case may be,
2 subsection (a) hereof shall no longer be applicable and the County shall cause the issuance of
3 bonds representing the Bonds as provided below. In addition, the County may determine at any
4 time that the Bonds shall no longer be lodged with a Depository and that the provisions of
5 subsection (a) hereof shall no longer apply to the Bonds. In any such event, the County shall
6 cause the execution and delivery of certificated securities representing the Bonds as provided
7 below. Bonds issued in exchange for global bonds pursuant to this Subsection (c) shall be
8 registered in such names and delivered in such denominations as the Depository shall instruct the
9 County. The County shall cause delivery of such certificated securities representing the Bonds to
10 the persons in whose names such Bonds are so registered.

11 If the County determines to replace the Depository with another qualified securities
12 depository, the County shall prepare or cause to be prepared a new fully registered global Bond
13 for each of the maturities of Bonds, registered in the name of such successor or substitute
14 securities depository or its nominee, or make such other arrangements as are acceptable to the
15 County and such securities depository and not inconsistent with the terms of this Resolution.

16 (d) Notwithstanding any other provision of this Resolution to the contrary, so
17 long as any Bond is registered in the name of the Nominee, all payments of Principal of,
18 premium, if any, and interest on such Bond and all notices with respect to such Bond shall be
19 made and given, respectively, as provided in the Representation Letter or as otherwise instructed
20 by the Depository.

21 (e) The initial Depository under this Resolution shall be DTC. The initial
22 Nominee shall be Cede & Co., as nominee of DTC.

23 (f) The County, the District and the Paying Agent shall have no responsibility
24 for transmitting payments to, communicating with, notifying, or otherwise dealing with any
25 beneficial owners of the Bonds, and neither the County, the District nor the Paying Agent shall
26 have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other
27 party, including the Depository or its Nominee, for any failure of the Depository or its Nominee
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1 to provide notices, distribute payments on the Bonds nor take other actions concerning the
2 beneficial owners of the Bonds, which are the responsibility of the Depository and its Nominee.

3 SECTION 14. Execution of the Bonds.

4 (a) The Bonds shall be executed by the facsimile or manual signature of the
5 Chairperson of the Board, and countersigned by the facsimile or manual signature of the Clerk of
6 the Board. In case any one or more of the Authorized Officers of the County who shall have
7 signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been
8 issued on behalf of the District, such Bonds may, nevertheless, be issued, as herein provided, as if
9 the Authorized Officers of the County who signed such Bonds had not ceased to hold such
10 offices. Any of the Bonds may be signed on behalf of the County by such persons as at the time
11 of the execution of such Bonds shall be duly authorized to hold or shall hold the proper offices in
12 the County, although at the date borne by the Bonds, such persons may not have been so
13 authorized or have held such offices.

14 (b) The Bonds shall bear thereon a certificate of authentication executed
15 manually by the Paying Agent. Only such Bonds as shall bear thereon such certificate of
16 authentication duly executed by the Paying Agent shall be entitled to any right or benefit under
17 this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of
18 authentication shall have been duly executed by the Paying Agent, which shall be conclusive
19 evidence that the Bond so authorized has been duly authenticated and delivered under this
20 Resolution and that the Owner thereof is entitled to the benefit of this Resolution.

21 SECTION 15. Transfer and Exchange. The registration of any Bond may be
22 transferred upon the Bond Register upon surrender of such Bond to the Paying Agent. Such Bond
23 shall be endorsed or accompanied by delivery of the written instrument of transfer shown in one
24 of the Exhibits hereto, duly executed by the Owner or his duly authorized attorney, and payment
25 of such reasonable transfer fees as the Paying Agent may establish. Upon such registration of
26 transfer, a new Bond or Bonds, of like tenor and maturity in the same Principal Amount and in
27 Authorized Denominations will be executed and delivered to the transferee in exchange therefor.
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1 The Paying Agent shall deem and treat the person in whose name any Outstanding Bond
2 shall be registered upon the Bond Register as the absolute owner of such Bond, whether the
3 Principal, premium, if any, or interest with respect to such Bond shall be overdue or not, for the
4 purpose of receiving payment of Principal of and, premium, if any, and interest on such Bond and
5 for all other purposes, and any such payments so made to any such Owner or upon his order shall
6 be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the
7 sum or sums so paid, and the District or the Paying Agent shall not be affected by any notice to
8 the contrary.

9 Bonds may be exchanged at the office of the Paying Agent for Bonds of like tenor,
10 maturity and Principal Amount. All Bonds surrendered in any such exchange shall thereupon be
11 cancelled by the Paying Agent. The Paying Agent may charge the Owner a reasonable sum for
12 each new Bond executed and delivered upon any exchange (except in the case of the first
13 exchange of any Bond in the form in which it is originally delivered, for which no charge shall be
14 imposed) and the Paying Agent may require the payment by the Owner requesting such exchange
15 of any tax or other governmental charge required to be paid with respect to such exchange.

16 The Paying Agent shall not be required to register the transfer or exchange of any Bond
17 (i) during the period beginning at the close of business on any Record Date through the close of
18 business on the immediately following Interest Payment Date, or (ii) that has been called or is
19 subject to being called for redemption, during a period beginning at the opening of business 15
20 days before any selection of Bonds to be redeemed through the close of business on the
21 applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only
22 in part.

23 SECTION 16. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond
24 shall become mutilated, the Paying Agent, at the expense of the Owner, shall deliver a new Bond
25 of like date, interest rate, maturity, Transfer Amount and tenor as the Bond so mutilated in
26 exchange and substitution for such mutilated Bond, upon surrender and cancellation thereof. All
27 Bonds so surrendered shall be cancelled. If any Bond shall be destroyed, stolen or lost, evidence
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1 of such destruction, theft or loss may be submitted to the Paying Agent and if such evidence is
2 satisfactory to the Paying Agent that such Bond has been destroyed, stolen or lost, and upon
3 furnishing the Paying Agent with indemnity satisfactory to the Paying Agent and complying with
4 such other reasonable regulations as the Paying Agent may prescribe and paying such expenses as
5 the Paying Agent may incur, the Paying Agent shall, at the expense of the Owner, execute and
6 deliver a new Bond of like date, interest rate, maturity, Transfer Amount and tenor in lieu of and
7 in substitution for the Bond so destroyed, stolen or lost. Any new Bonds issued pursuant to this
8 Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original
9 additional contractual obligations on the part of the District, whether or not the Bonds so alleged
10 to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured
11 by and entitled to equal and proportionate benefits with all other Bonds issued under this
12 Resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of
13 the Bonds.

14 SECTION 17. Bond Register. The Paying Agent shall keep or cause to be kept
15 at its office sufficient books for the registration and registration of transfer of the Bonds. Upon
16 presentation for registration of transfer, the Paying Agent shall, as above provided and under such
17 reasonable regulations as it may prescribe subject to the provisions hereof, register or register the
18 transfer of the Bonds, or cause the same to be registered or cause the registration of the same to
19 be transferred, on such books. While the Bonds are held in the book-entry system, the Paying
20 Agent is not required to keep the Bond Register.

21 SECTION 18. Unclaimed Money. All money which the Paying Agent shall
22 have received from any source and set aside for the purpose of paying or redeeming any of the
23 Bonds shall be held in trust for the respective Owners of such Bonds, but any money which shall
24 be so set aside or deposited by the Paying Agent and which shall remain unclaimed by the
25 Owners of such Bonds for a period of one year after the date on which any payment or
26 redemption with respect to such Bonds shall have become due and payable shall be transferred to
27 the General Fund of the District; provided, however, that the Paying Agent, before making such
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1 payment, shall cause notice to be mailed to the Owners of such Bonds, by first-class mail, postage
2 prepaid, not less than 90 days prior to the date of such payment to the effect that said money has
3 not been claimed and that after a date named therein any unclaimed balance of said money then
4 remaining will be transferred to the General Fund of the District. Thereafter, the Owners of such
5 Bonds shall look only to the General Fund of the District for payment of such Bonds.

6 SECTION 19. Application of Proceeds.

7 (a) The net proceeds of sale of the Bonds, exclusive of Costs of Issuance and
8 any original issue premium, shall be deposited into the Building Fund. The District shall, from
9 time to time, disburse or cause to be disbursed amounts from the Building Fund to pay Project
10 Costs. Amounts in the Building Fund shall be invested so as to be available for the
11 aforementioned disbursements. The District shall keep a written record of disbursements from
12 the Building Fund.

13 (b) Except as shall otherwise be directed by the County in accordance with
14 applicable law, any original issue premium received by the District from the sale of the Bonds
15 shall be kept separate and apart in the fund hereby created and established and to be designated as
16 the "Jurupa Unified School District General Obligation Bonds, 2014 Election, 2015 Series A
17 Debt Service Fund" (the "**Debt Service Fund**") and used only for payment of Principal of and
18 premium, if any, and interest on the Bonds. Any excess proceeds of the Bonds not needed for the
19 authorized purposes set forth herein for which the Bonds are being issued shall be transferred to
20 the Debt Service Fund and applied to the payment of the Principal of and interest on the Bonds.
21 The Treasurer is authorized to create any accounts and subaccounts in the Debt Service Fund as
22 may be necessary or advisable and as provided in the Nonarbitrage Certificate.

23 (c) All Pledged Moneys (defined below) shall be deposited upon collection by
24 the County into the Debt Service Fund and used for the payment of the Principal of, premium, if
25 any, and interest on the Bonds.

26 (d) On the Business Day immediately preceding each Interest Payment Date if
27 the Paying Agent is not the Treasurer, and on the Interest Payment Date if the Paying Agent is the
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1 Treasurer, the District shall transfer or cause to be transferred from the Debt Service Fund to the
2 Paying Agent, an amount, in immediately available funds, sufficient to pay all the Principal of,
3 premium, if any, and interest on the Bonds coming due (collectively, “Debt Service”) on such
4 payment date. Debt Service on the Bonds shall be paid by the Paying Agent in the manner
5 provided by law for the payment of Debt Service.

6 (e) The District shall cause moneys to be transferred to the Excess Earnings
7 Fund, to the extent needed to comply with the Nonarbitrage Certificate. Any amounts on deposit
8 in the Debt Service Fund when there are no longer any Bonds Outstanding shall be transferred to
9 the General Fund of the District subject to any conditions set forth in the Nonarbitrage Certificate.

10 (f) Certain proceeds of the Bonds may be applied to pay Costs of Issuance as
11 provided in Section 22 below.

12 (g) Except as required to satisfy the requirements of Section 148(f) of the Code
13 or to comply with the provisions of the Nonarbitrage Certificate, interest earned on the investment
14 of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to
15 pay Principal of and premium, if any, and interest on the Bonds when due.

16 SECTION 20. Payment of and Security for the Bonds. There shall be levied
17 on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad*
18 *valorem* tax annually during the period the Bonds are outstanding in an amount sufficient to pay
19 the Principal of and interest on the Bonds when due, which monies when collected will be placed
20 in the Debt Service Fund of the District, which fund is irrevocably pledged for the payment of the
21 Principal of and interest on the Bonds when and as the same fall due (the “Pledged Moneys”).
22 The tax levy may include an allowance for a reasonably required reserve in accordance with the
23 Nonarbitrage Certificate, established for the purpose of ensuring that the tax or assessment
24 actually collected is sufficient to pay the annual debt service requirements on the Bonds due in
25 such fiscal year. The County shall take all actions necessary to levy such *ad valorem* tax in
26 accordance with this Section and Section 15140 of the Education Code.

1 Except as required below to satisfy the requirements of Section 148(f) of the Code,
2 interest earned on the investment of monies held in the Debt Service Fund shall be retained in the
3 Debt Service Fund and used to pay Principal of and premium, if any, and interest on the Bonds
4 when due.

5 SECTION 21. Establishment and Application of Excess Earnings Fund. There
6 is hereby established in trust a special fund designated “Jurupa Unified School District General
7 Obligation Bonds, 2014 Election, 2015 Series A Excess Earnings Fund” (the “**Excess Earnings**
8 **Fund**”) which shall be held by the Treasurer for the account of the District and which shall be
9 kept separate and apart from all other funds and accounts held hereunder. The District shall have
10 the obligation to manage the Excess Earnings Fund in accordance with the provisions of the
11 Nonarbitrage Certificate.

12 SECTION 22. Payment of Costs of Issuance. Proceeds of the sale of the
13 Bonds necessary to pay certain costs of issuing the Bonds may be deposited in the fund of the
14 District known as the “Jurupa Unified School District General Obligation Bonds, 2014 Election,
15 2015 Series A Costs of Issuance Fund” (the “**Costs of Issuance Fund**”) and shall be kept
16 separate and distinct from all other District funds, and those proceeds shall be used solely for the
17 purpose of paying Costs of Issuance of the Bonds. The Cost of Issuance Fund may be held and
18 administered by the Paying Agent. Any amounts remaining in the Costs of Issuance Fund
19 following payment of all Costs of Issuance shall be returned to the District and shall be
20 transferred to the Building Fund.

21 SECTION 23. Negotiated Sale/Method of Sale. Pursuant to the District
22 Resolution, the District has requested that the Bonds shall be sold by negotiated sale to the
23 Underwriter inasmuch as: (i) such a sale will allow the District to integrate the sale of the Bonds
24 with other public financings undertaken, or to be undertaken, by the District in order to fund its
25 public education facilities; (ii) such a sale will allow the District to utilize the services of
26 consultants who are familiar with the financial needs, status and plans of the District; and (iii)
27 such a sale will allow the District to control the timing of the sale of the Bonds to the municipal
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1 bond market and, potentially, take advantage of interest rate opportunities for favorable sale of
2 the Bonds to such market and the generation of savings to the taxpayers of the District.

3 SECTION 24. Engagement of Consultants; Parameters of Sale. Pursuant to
4 the District Resolution, Nixon Peabody LLP has been selected as the District's Bond Counsel,
5 McFarlin & Anderson LLP, as Disclosure Counsel, Stifel, Nicolaus & Co., Incorporated, as
6 Underwriter, and Dolinka Group, LLC as Financial Advisor with respect to the authorization, sale
7 and issuance of the Bonds. The estimated Costs of Issuance associated with the sale of the Bonds
8 are approximately 1.5% of the initial Principal Amount of the Bonds, which include those fees
9 and expenses described in the definition thereof and provided for under the Authorizing Law. In
10 addition, the Underwriter's discount, which is not included in the percentage above, shall not be
11 greater than 0.70% of the par amount. An estimate of the itemized fees and expenses is on file
12 with the Superintendent. Depending upon market conditions, the District may elect to purchase
13 bond insurance to secure the payment of principal or maturity amount of and interest on or
14 accreted value of the Bonds, or any portion thereof.

15 SECTION 25. Establishment of Additional Funds and Accounts. If at any
16 time it is deemed necessary or desirable by the District, the Treasurer, the County Office of
17 Education, or the Paying Agent, the District may request the County to establish additional funds
18 under this Resolution and/or accounts within any of the funds or accounts established hereunder.

19 SECTION 26. Request for Necessary County Actions. The Auditor-
20 Controller, the Treasurer, and other officials of the County, are hereby directed to take and
21 authorize such actions as may be necessary pursuant to law to provide for the levy and collection
22 of a property tax on all taxable property of the District sufficient to provide for payment of all
23 Principal of, premium, if any, and interest on the Bonds as the same shall become due and
24 payable as necessary for the payment of the Bonds, and the Clerk of the Board is hereby
25 authorized and directed to deliver certified copies of this Resolution to the Clerk of the District
26 Board. The District has, pursuant to the District Resolution, agreed to reimburse the County for
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1 any costs associated with the levy and collection of said tax, upon such documentation of said
2 costs as the County shall reasonably request.

3 SECTION 27. Redemption. The Bonds shall be subject to redemption as
4 provided in the Contract of Purchase. All Capital Appreciation Bonds shall, pursuant to the
5 requirements of AB 182, be subject to redemption no later than ten (10) years following the Date
6 of Delivery.

7 SECTION 28. Selection of Bonds for Redemption.

8 (a) Whenever provision is made in this Resolution or in the Contract of
9 Purchase for the redemption of the Bonds and less than all Outstanding Bonds are to be
10 redeemed, the Paying Agent, upon written instruction from the District given at least 60 days
11 prior to the payment date designated for such redemption, shall select maturities of Bonds for
12 redemption in the manner directed by the District.

13 (b) Within a maturity, the Paying Agent shall select such Bonds for
14 redemption as directed by the District, or, in the absence of such direction, by lot. Redemption by
15 lot shall be in such manner as the Paying Agent shall determine; provided, however, that the
16 portion of any Bond to be redeemed in part shall be in the Principal Amount or Maturity Amount
17 of \$5,000 or any integral multiple thereof.

18 SECTION 29. Notice of Redemption. When redemption is authorized or
19 required pursuant to this Resolution or the Contract of Purchase, the Paying Agent, upon written
20 instruction from the District given at least 45 days prior to the payment date designated for such
21 redemption, shall give notice (each, a "**Redemption Notice**") of the redemption of the Bonds.
22 Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case
23 of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of
24 redemption, (c) the place or places where the redemption will be made, including the name and
25 address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to
26 the Bonds to be redeemed, (f) the Bond numbers of the Bonds to be redeemed in whole or in part
27 and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to
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1 be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to
2 be redeemed in whole or in part. Such Redemption Notice shall further state (a) that on the
3 specified date there shall become due and payable upon each Bond or portion thereof being
4 redeemed the redemption price, together with the interest accrued to the redemption date, and (b)
5 that from and after such date interest with respect thereto shall cease to accrue and be payable.

6 The Paying Agent shall take the following actions with respect to such Redemption
7 Notice:

8 (a) At least 20 but not more than 45 days prior to the redemption date, such
9 Redemption Notice shall be given to the respective Owners of Bonds designated for redemption
10 by first class mail, postage prepaid, at their addresses appearing on the Bond Register, and to the
11 Information Services.

12 (b) In the event that the Bonds shall be no longer be held in book-entry-only
13 form, at least 35 but not more than 45 days before the redemption date, such Redemption Notice
14 shall be given (x) by (i) first-class mail, postage prepaid, (ii) telephonically confirmed facsimile
15 transmission, or (iii) overnight delivery service, to each of the Securities Depositories, and (y)
16 (i) first-class mail, postage prepaid, or (ii) overnight delivery service, to the Information Services.

17 Neither failure to receive any Redemption Notice nor any defect in any such Redemption
18 Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected
19 Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of
20 redeeming Bonds shall bear the CUSIP number identifying, by issue and maturity, the Bonds
21 being redeemed with the proceeds of such check or other transfer.

22 SECTION 30. Partial Redemption of Bonds. Upon the surrender of any Bond
23 redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new
24 Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer
25 Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be
26 valid upon payment of the amount required to be paid to such Owner, and the District shall be
27 released and discharged thereupon from all liability to the extent of such payment.

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1 SECTION 31. Conditional Notice of Redemption. Any Redemption Notice
2 given hereunder may be made conditional upon the satisfaction of certain conditions and may be
3 rescinded by the District at any time prior to the scheduled date of redemption by so notifying the
4 Owners of affected Bonds and the Information Services.

5 SECTION 32. Effect of Notice of Redemption. Notice having been given as
6 aforesaid, and the moneys for the redemption (including the interest to the applicable date of
7 redemption) having been set aside in the Debt Service Fund, or a suitable escrow fund established
8 pursuant to Section 19(a), the Bonds to be redeemed shall become due and payable on such date
9 of redemption.

10 If on such redemption date, money for the redemption of all the Bonds to be redeemed as
11 provided in this Resolution and the Contract of Purchase, together with interest to such
12 redemption date, shall be held by the Paying Agent so as to be available therefor on such
13 redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from
14 and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue or
15 accrete and become payable. All money held by or on behalf of the Paying Agent for the
16 redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be
17 redeemed.

18 All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this
19 Resolution and the Contract of Purchase shall be cancelled upon surrender thereof and delivered
20 to or upon the order of the District. All or any portion of a Bond purchased by the District shall
21 be cancelled by the Paying Agent upon written notice by the District given to the Paying Agent.

22 SECTION 33. Paying Agent; Appointment and Acceptance of Duties.

23 (a) Zions First National Bank is hereby appointed as the initial authenticating
24 agent, bond registrar, transfer agent and paying agent (collectively, the “**Paying Agent**”) for the
25 Bonds. All fees and expenses incurred for services of the Paying Agent, including its third-party
26 agents, shall be the sole responsibility of the District. The Paying Agent shall keep accurate
27 records of all funds administered by it and all of the Bonds paid and discharged by it.
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1 (b) Unless otherwise provided, the office of the Paying Agent designated by
2 the Paying Agent shall be the place for the payment of Principal of, premium, if any, and interest
3 on the Bonds.

4 SECTION 34. Liability of Paying Agent. The Paying Agent makes no
5 representations as to the validity or sufficiency of this Resolution or of any Bonds issued
6 hereunder or as to the security afforded by this Resolution, and the Paying Agent shall incur no
7 liability in respect hereof or thereof.

8 SECTION 35. Evidence on Which Paying Agent May Act. The Paying Agent,
9 upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or
10 other paper or document furnished to it pursuant to any provision of this Resolution, shall
11 examine such instrument to determine whether it conforms to the requirements of this Resolution
12 and shall be protected in acting upon any such instrument believed by it to be genuine and to have
13 been signed or presented by the proper party or parties. The Paying Agent may consult with
14 counsel, who may or may not be counsel to the District, and the opinion of such counsel shall be
15 full and complete authorization and protection in respect of any action taken or suffered by it
16 under this Resolution in good faith and in accordance therewith.

17 SECTION 36. Compensation. The District shall pay to the Paying Agent from
18 time to time reasonable compensation for all services rendered under this Resolution, and also all
19 reasonable expenses, charges, counsel fees and other disbursements, including those of its
20 attorneys, agents, and employees, incurred in and about the performance of their powers and
21 duties under this Resolution, all of which may, pursuant to Education Code Section 15232, be
22 paid from the County's annual levy of *ad valorem* taxes.

23 SECTION 37. Ownership of Bonds Permitted. The Paying Agent or the
24 Underwriter may become the Owner of any Bonds.

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1 SECTION 38. Resignation or Removal of Paying Agent and Appointment of
2 Successor.

3 (a) The initially appointed Paying Agent may resign from service as Paying
4 Agent at any time. Prior to such resignation a new Paying Agent shall be appointed by the
5 District in accordance with applicable law, which shall be the Treasurer or a bank or trust
6 company doing business in and having a corporate trust office in Los Angeles or San Francisco,
7 California, with at least \$50,000,000 in net assets. Such successor Paying Agent shall signify the
8 acceptance of its duties and obligations hereunder by executing and delivering to the District a
9 written acceptance thereof. Resignation of the initial or a successor Paying Agent shall be
10 effective upon appointment and acceptance of a successor Paying Agent.

11 (b) Any Paying Agent appointed may resign from service as Paying Agent and
12 may be removed at any time by the District as provided in the Paying Agent's service agreement.
13 If at any time the Paying Agent shall resign or be removed, a new Paying Agent shall be
14 appointed in accordance with applicable law, which shall be either the Treasurer or a bank or trust
15 company doing business in and having a corporate trust office in Los Angeles or San Francisco,
16 California, with at least \$50,000,000 in net assets. Such successor Paying Agent shall signify the
17 acceptance of its duties and obligations hereunder by executing and delivering to the District a
18 written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon
19 appointment and acceptance of a successor Paying Agent.

20 (c) In the event of the resignation or removal of the Paying Agent, such Paying
21 Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor.
22 The District shall promptly provide notice of the name and principal corporate trust office address
23 of the Paying Agent appointed to replace any resigned or removed Paying Agent to the Owners of
24 the Bonds by first-class mail, postage prepaid, at their addresses appearing on the Bond Register.

25 SECTION 39. Investment of Certain Funds. Moneys held in all funds and
26 accounts established hereunder shall be invested and reinvested in Authorized Investments to the
27 fullest extent practicable as shall be necessary to provide moneys when needed for payments to be
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1 made from such funds and accounts, subject to any conditions in the Nonarbitrage Certificate.
2 Nothing in this Resolution shall prevent any investment securities acquired as investments of
3 funds held hereunder from being issued or held in book entry form on the books of the
4 Department of Treasury of the United States. All investment earnings on amounts on deposit in
5 the Debt Service Fund shall remain on deposit in such fund.

6 SECTION 40. Valuation and Sale of Investments. Obligations purchased as an
7 investment of moneys in any fund or account shall be deemed at all times to be a part of such
8 fund or account. Profits or losses attributable to any fund or account shall be credited or charged
9 to such fund or account. In computing the amount in any fund or account created under the
10 provisions of this Resolution for any purpose provided in this Resolution, obligations purchased
11 as an investment of moneys therein shall be valued at cost, plus, where applicable, accrued
12 interest.

13 SECTION 41. Supplemental Resolutions with Consent of Owners. This
14 Resolution, and the rights and obligations of the County, the District and of the Owners of the
15 Bonds issued hereunder, may be modified or amended at any time by a Supplemental Resolution
16 adopted by the Board at the request of the District with the written consent of the Owners owning
17 at least 60% in aggregate Principal Amount of the Outstanding Bonds, exclusive of Bonds, if any,
18 owned by the District. Notwithstanding the foregoing, no such modification or amendment shall,
19 without the express consent of the Owner of each Bond affected, reduce the Principal Amount of
20 any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof,
21 extend its maturity or the times for paying interest thereon or change the monetary medium in
22 which Principal and interest is payable, nor shall any modification or amendment reduce the
23 percentage of consents required for amendment or modification. No such Supplemental
24 Resolution shall change or modify any of the rights or obligations of any Paying Agent without
25 its written assent thereto. Notwithstanding anything herein to the contrary, no such consent shall
26 be required if the Owners are not directly and adversely affected by such amendment or
27 modification.
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1 SECTION 42. Supplemental Resolutions Effective Without Consent of
2 Owners. For any one or more of the following purposes and at any time or from time to time, a
3 Supplemental Resolution of the County may be adopted, which, without the requirement of
4 consent of the Owners, shall be fully effective in accordance with its terms:

5 (a) To add to the covenants and agreements to be observed by the District
6 which are not contrary to or inconsistent with this Resolution as theretofore in effect;

7 (b) To add to the limitations and restrictions in this Resolution, other
8 limitations and restrictions to be observed by the District which are not contrary to or inconsistent
9 with this Resolution as theretofore in effect;

10 (c) To confirm as further assurance, any pledge under, and the subjection to
11 any lien or pledge created or to be created by this Resolution, of any moneys, securities or funds,
12 or to establish any additional funds, or accounts to be held under this Resolution;

13 (d) To cure any ambiguity, supply any omission, or cure to correct any defect
14 or inconsistent provision in this Resolution; or

15 (e) To amend or supplement this Resolution in any other respect, provided
16 such Supplemental Resolution does not, in the opinion of Bond Counsel, adversely affect the
17 interests of the Owners.

18 SECTION 43. Effect of Supplemental Resolution. Any act done pursuant to a
19 modification or amendment so consented to shall be binding upon the Owners of all the Bonds
20 and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the
21 character of such act may be, and may be done and performed as fully and freely as if expressly
22 permitted by the terms of this Resolution, and after consent relating to such specified matters has
23 been given, no Owner shall have any right or interest to object to such action or in any manner to
24 question the propriety thereof or to enjoin or restrain the District or any officer or agent thereof
25 from taking any action pursuant thereto.

26 SECTION 44. Discharge and Defeasance. If any or all Outstanding Bonds
27 shall be paid and discharged in any one or more of the following ways:
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1 (i) by paying or causing to be paid the Principal, premium, if any, and
2 interest on such Bonds, and when the same become due and payable;

3 (ii) by depositing with the Paying Agent, in trust, at or before maturity,
4 cash which together with the amounts then on deposit in the escrow fund, together with
5 the interest to accrue thereon without the need for further investment, is fully sufficient to
6 pay such Bonds at maturity or earlier redemption thereof, including any premium and all
7 interest thereon, notwithstanding that any Bonds shall not have been surrendered for
8 payment; or

9 (iii) by depositing with an institution that meets the requirements of
10 serving as successor Paying Agent pursuant to Section 38 selected by the District, in trust,
11 lawful money or noncallable direct obligations issued by the United States Treasury
12 (including State and Local Government Series) or obligations which are unconditionally
13 guaranteed by the United States of America and permitted under Section 149(b) of the
14 Code and Regulations which, in the opinion of Bond Counsel, will not impair the
15 exclusion from gross income for federal income tax purposes of interest on the Bonds, in
16 such amount as will, together with the interest to accrue thereon without the need for
17 further investment, be fully sufficient to pay and discharge such Bonds at maturity or
18 earlier redemption thereof, for which notice has been given or provided for, including any
19 premium and all interest thereon, notwithstanding that any Bonds shall not have been
20 surrendered for payment;

21 then all obligations of the County, the District and the Paying Agent under this Resolution with
22 respect to such Bonds shall cease and terminate, except only the obligation of the Paying Agent to
23 pay or cause to be paid to the Owners of such Bonds all sums due thereon, and the obligation of
24 the District to pay to the Paying Agent amounts owing to the Paying Agent under Section 36
25 hereof.

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SECTION 45. Approval of Actions; Miscellaneous.

(a) The Authorized Officers of the County are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds or otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The County, the Board, and their officers, agents, and employees shall not be responsible for any proceedings or the preparation or contents of any resolutions, certificates, statements, disclosures, notices, contracts, or other documents relating to the sale and issuance of the Bonds.

(c) The Principal Amount of and premium, if any, and interest on the Bonds shall not constitute debt or an obligation of the County, the Board or the officers, agents, or employees, and the County, the Board, and the officers, agents, and employees thereof shall not be liable thereon. In no event shall the Principal of or premium, if any, or interest on any Bond be payable out of any funds or property of the County.

SECTION 46. Conflicts. If there is any inconsistency or conflict between any provision of this Resolution and any provision of the Contract of Purchase, the Contract of Purchase prevails to the extent of the inconsistency or conflict. If there is any inconsistency or conflict between any provision of this Resolution and any provision of the Nonarbitrage Certificate, the Nonarbitrage Certificate prevails to the extent of the inconsistency or conflict.

SECTION 47. Effective Date. This Resolution shall take effect immediately upon its passage.

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SECTION 48. Clerk's Certificate. The Clerk of the Board is hereby directed to provide certified copies of this Resolution to the Treasurer, the County Auditor and Controller and to Bond Counsel immediately following its adoption at the following address:

Nixon Peabody LLP
555 West 5th Street
Los Angeles, CA 90013
Attn: Lisalee Anne Wells

The foregoing Resolution was on the 28th day of April, 2015, adopted by the Board of Supervisors of the County of Riverside.

COUNTY OF RIVERSIDE:

By _____
Chairman

ATTEST:

KECIA HARPER-IHEM, Clerk to the
Board of Supervisors of the County of Riverside

By: _____
Deputy

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EXHIBIT A
FORM OF CURRENT INTEREST BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

STATE OF CALIFORNIA COUNTY OF RIVERSIDE
REGISTERED REGISTERED
No. _____

**JURUPA UNIFIED SCHOOL DISTRICT
(COUNTY OF RIVERSIDE, CALIFORNIA)
GENERAL OBLIGATION BONDS
2014 ELECTION, 2015 SERIES A**

Interest Rate Maturity Date Dated Date CUSIP
_____ % August 1, 20__ Date of Delivery

REGISTERED OWNER: CEDE & CO.
PRINCIPAL AMOUNT:

The Jurupa Unified School District (the "District") of the County of Riverside (the "County"), State of California, for value received, hereby acknowledges itself indebted and promises to pay to the Registered Owner named above, or registered assigns, the Principal

1 Amount set forth above, on the Maturity Date set forth above, together with interest thereon from
2 the Dated Date set forth above until the Principal Amount hereof shall have been paid or provided
3 for, in accordance with the Resolution hereinafter referred to, at the Interest Rate set forth above.
4 Interest on this Bond is payable on August 1, 2015, and semiannually thereafter on the first day of
5 February and August (each, an "Interest Payment Date") in each year to the registered owner
6 hereof (the "Owner") from the Interest Payment Date next preceding the date on which this Bond
7 is registered (unless it is registered after the close of business on the fifteenth calendar day of the
8 month preceding any Interest Payment Date (a "Record Date") and before the close of business
9 on the immediately following Interest Payment Date, in which event it shall bear interest from
10 such following Interest Payment Date, or unless this Bond is registered prior to the close of
11 business on January 15, 2016, in which event it shall bear interest from its date; *provided,*
12 *however,* that if at the time of registration of this Bond, interest hereon is in default, interest
13 hereon shall be payable from the Interest Payment Date to which interest has previously been paid
14 or made available for payment. The Principal Amount hereof is payable at the office of Zions
15 First National Bank, as paying agent (the "Paying Agent"), in Los Angeles, California. The
16 interest hereon is payable by check or draft mailed by first-class mail to each Owner, at the
17 address as it appears on the registration books kept by the Paying Agent as of the Record Date, or
18 by wire transfer to any Owner of \$1,000,000 aggregate principal amount of Bonds, to the account
19 specified by such Owner in a written request delivered to the Paying Agent on or prior to the
20 Record Date for such Interest Payment Date.

21 This Bond is issued by the County on behalf of the District under and in accordance with
22 the provisions of collectively, Article 1 of Chapter 1 of Part 10 of Division 1 of Title 1 of the
23 California Education Code; and Article XIII A of the California Constitution, and pursuant to the
24 Resolution of the Board of Education of the District approved on April 6, 2015 (the "District
25 Resolution") and a resolution of the Board of Supervisors of the County adopted on April 28,
26 2015 (the "County Resolution"). Reference is hereby made to the County Resolution, a copy of
27 which is on file at the District, for a description of the terms on which the Bonds are delivered,
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1 and the rights thereunder of the Owners of the Bonds and the rights and duties of the Paying
2 Agent and the District, to all of the provisions of which the Owner of this Bond, by acceptance
3 hereof, assents and agrees. All capitalized terms used but not otherwise defined herein shall have
4 the respective meanings set forth in the Resolution. The Bonds were authorized at an election
5 conducted on November 4, 2014, by a vote of more than 55% of the qualified electors of the
6 District voting on the proposition at a general election held therein to determine whether such
7 Bonds should be issued.

8 Reference is made to the Resolution for a more complete description of the provisions,
9 among others, with respect to the nature and extent of the security for the Bonds of this series, the
10 rights, duties and obligations of the District, the County, the Paying Agent and the Owners, and
11 the terms and conditions upon which the Bonds are issued and secured. The Owner of this Bond
12 assents, by acceptance hereof, to all of the provisions of the Resolution.

13 This Bond is a general obligation of the District, payable as to both principal and interest
14 from *ad valorem* taxes which, under the laws now in force, may be levied without limitation as to
15 rate or amount upon all of the taxable property in the District. Neither the payment of the
16 principal of this Bond, or any part thereof, nor any interest or premium hereon constitute a debt,
17 liability or obligation of the County.

18 The Bonds maturing on or before August 1, 20__ shall not be subject to redemption prior
19 to their maturity dates. The Bonds maturing on or after August 1, 20__ may be redeemed before
20 maturity at the option of the District, from any source of funds, on August 1, 20__ or on any date
21 thereafter as a whole, or in part. For the purposes of such selection, Bonds will be deemed to
22 consist of \$5,000 portions by principal amount, and any such portion may be separately
23 redeemed.

24 Bonds maturing on August 1, 20__, are subject to mandatory sinking fund redemption on
25 August 1 of each year, commencing August 1, 20__, in the following principal amounts, at a
26 redemption price of par, plus accrued interest to the redemption date:
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<u>Mandatory Sinking Fund Payment Date (August 1)</u>	<u>Mandatory Sinking Fund Payment</u>
20__	\$
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20__	

Whenever provision is made for the redemption of Bonds and less than all outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall select Bonds for redemption in such order as the District may direct. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. The portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

This Bond is issued in fully registered form. Registration of this Bond is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, at the aforesaid offices of the Paying Agent, but only in the manner, subject to the limitations, and upon payment of the charges, provided in the Resolution and upon surrender and cancellation of this Bond. Upon such registration of transfer, a new Bond or Bonds of like tenor and maturity in the same Transfer Amount and in authorized denominations will be issued to the transferee in exchange herefor. The District and the Paying Agent may treat the Owner hereof as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

The Paying Agent shall not be required to register the transfer or exchange of any Bond (i) during the period beginning at the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) that has been called or is subject to being called for redemption, during a period beginning at the opening of business 15 days before any selection of Bonds to be redeemed through the close of business on the applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only in part.

1 The rights and obligations of the District and of the Owners of the Bonds may be amended
2 at any time, and in certain cases without the consent of the Owners to the extent and upon the
3 terms and conditions provided in the County Resolution.

4 The County Resolution contains provisions permitting the District to make provision for
5 the payment of the Principal Amount of and premium, if any, and interest on any of the Bonds so
6 that the Bonds shall no longer be deemed to be outstanding under the terms of the County
7 Resolution.

8 If this Bond is called for redemption and the Principal Amount of this Bond, plus
9 premium, if any, and accrued interest due hereon are duly provided therefor as specified in the
10 Resolution, then interest shall cease to accrue hereon from and after the date fixed for redemption.

11 This Bond shall not become valid or obligatory for any purpose until the Certificate of
12 Authentication hereon endorsed shall have been dated and executed manually by the Paying
13 Agent.

14 IT IS HEREBY CERTIFIED, RECITED AND DECLARED, that an election was duly
15 and legally called, held and conducted, and the notices thereof duly given, and the results thereof
16 canvassed and declared in accordance with the provisions of the Authorizing Law and that all of
17 the proceedings of the Board of Supervisors of the County in the matter of the issuance of this
18 Bond were regular and in strict accordance with the provisions of the Authorizing Law, including
19 the Constitution of the State of California, that the total bonded indebtedness of the District,
20 including the issue of which this Bond is a part, does not exceed any limit prescribed by said Act,
21 and that due provision has been made for levying and collecting *ad valorem* property taxes on all
22 of the taxable property within the District in an amount sufficient to pay Principal and interest
23 when due.

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IN WITNESS WHEREOF, the County of Riverside, California, has caused this Bond to be executed on behalf of the Jurupa Unified School District and in their official capacities by the manual or facsimile signatures of the Chairperson of the Riverside County Board of Supervisors, and to be countersigned by the manual or facsimile signature of the Clerk of the Riverside County Board of Supervisors, and has caused the seal of the County to be affixed hereto, all as of the date stated above.

[SEAL]

RIVERSIDE COUNTY, CALIFORNIA

-EXHIBIT-

By: _____

Chairperson, Board of Supervisors

COUNTERSIGNED:

-EXHIBIT-

By: _____

Clerk of the Board of Supervisors

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The following Certificate of Authentication shall be printed on each Bond:

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution of the Board of Supervisors of the County of Riverside.

DATED: _____, 2015

ZIONS FIRST NATIONAL BANK, as Paying Agent

-EXHIBIT-
By: _____
Authorized Officer

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FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby sells, assigns and transfers unto

Name of Transferee: _____

Address for Payment of Interest: _____

Social Security Number or other Tax Identification No.:

the within-mentioned Bond and hereby irrevocably constitutes and appoints attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Registered Owner

Dated: _____

NOTICE: The signature on this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

-EXHIBIT-

Signature _____

guaranteed

[Bank, Trust Company or Firm]

-EXHIBIT-

By _____

Authorized Officer

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

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EXHIBIT B

FORM OF CAPITAL APPRECIATION BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

STATE OF CALIFORNIA
REGISTERED
NO. _____

COUNTY OF RIVERSIDE
REGISTERED

**JURUPA UNIFIED SCHOOL DISTRICT
(COUNTY OF RIVERSIDE, CALIFORNIA)
GENERAL OBLIGATION BONDS
2014 ELECTION, 2015 SERIES A**

Accretion Rate: Maturity Date: Dated Date: CUSIP:
_____ % August 1, 20__ _____, 2015

REGISTERED OWNER: CEDE & CO.

DENOMINATIONAL AMOUNT:

MATURITY AMOUNT:

The Jurupa Unified School District (the "District") of the County of Riverside (the "County"), State of California, for value received, hereby acknowledges itself indebted and

1 promises to pay to the Registered Owner, or registered assigns, the Maturity Amount set forth
2 above, on the Maturity Date set forth above. Interest on this Bond with respect to the
3 Denominational Amount hereof will accrue at the Accretion Rate per annum shown above from
4 the Dated Date shown above and will be compounded semiannually on August 1 and February 1
5 of each year, commencing August 1, 2015, until maturity, computed using a year of 360 days
6 comprised of twelve 30-day months and shall be payable only at maturity as part of the Maturity
7 Amount. The Maturity Amount hereof is payable at the corporate trust office of the paying agent
8 for the Bonds, initially, Zions First National Bank, in Los Angeles, California, as paying agent
9 (the "Paying Agent").

10 The bonds of this issue are comprised of \$_____ Denominational Amount of
11 Capital Appreciation Bonds of which this Bond is a part (a "Capital Appreciation Bond") and
12 \$_____ Principal Amount of Current Interest Bonds. This Bond is issued by the County
13 in the name and on behalf of the District under and in accordance with the provisions of
14 collectively, Article 1 of Chapter 1 of Part 10 of Division 1 of Title 1 of the California Education
15 Code; and Article XIII A of the California Constitution, and pursuant to a resolution of the Board
16 of Education of the District adopted on April 6, 2015 (the "District Resolution") and that certain
17 Resolution of the Board of Supervisors of the County of Riverside (the "County") adopted on
18 April 28, 2015 (the "County Resolution"). Reference is hereby made to the County Resolution, a
19 copy of which is on file at the County, for a description of the terms on which the Bonds are
20 delivered, and the rights thereunder of the Owners of the Bonds and the rights and duties of the
21 Paying Agent and the District, to all of the provisions of which the registered owner of this Bond,
22 by acceptance hereof, assents and agrees. All capitalized terms used but not otherwise defined
23 herein shall have the respective meanings set forth in the County Resolution. The Bonds were
24 authorized at an election conducted on November 4, 2014, by a vote of more than 55% of the
25 qualified electors of the District voting on the proposition at a general election held therein to
26 determine whether such bonds should be issued.

1 Reference is made to the County Resolution for a more complete description of the
2 provisions, among others, with respect to the nature and extent of the security for the Bonds of
3 this series, the rights, duties and obligations of the District, the County, the Paying Agent and the
4 Owners, and the terms and conditions upon which the Bonds are issued and secured. The Owner
5 of this Bond assents, by acceptance hereof, to all of the provisions of the County Resolution.

6 This Bond is a general obligation of the District, payable as to Maturity Amount from *ad*
7 *valorem* taxes which, under the laws now in force, may be levied without limitation as to rate or
8 amount upon all of the taxable property in the District. Neither the payment of the Maturity
9 Amount of this Bond, or any part hereof, nor any premium hereon constitute a debt, liability or
10 obligation of the County.

11 The Capital Appreciation Bonds maturing on or before August 1, 20__ shall not be subject
12 to redemption prior to their maturity dates. The Capital Appreciation Bonds maturing on or after
13 August 1, 20__ may be redeemed before maturity at the option of the District, from any source of
14 funds, on August 1, 20__ or on any date thereafter as a whole, or in part. For the purposes of
15 such selection, Capital Appreciation Bonds will be deemed to consist of \$5,000 portions by
16 Maturity Amount, and any such portion may be separately redeemed.

17 Whenever provision is made for the redemption of Bonds and less than all outstanding
18 Bonds are to be redeemed, the Paying Agent, upon written instruction from the District given at
19 least 45 days prior to the date designated for such redemption, shall select Bonds for redemption
20 in such order as the District may direct. Within a maturity, the Paying Agent shall select Bonds
21 for redemption by lot. The portion of any Bond to be redeemed in part shall be in the Maturity
22 Amount of \$5,000 or any integral multiple thereof.

23 This Bond is issued in fully registered form. Registration of this Bond is transferable by
24 the Owner hereof, in person or by his attorney duly authorized in writing, at the aforesaid offices
25 of the Paying Agent, but only in the manner, subject to the limitations, and upon payment of the
26 charges, provided in the County Resolution and upon surrender and cancellation of this Bond.
27 Upon such registration of transfer, a new Bond or Bonds, of like tenor and maturity in the same
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1 Transfer Amount and in authorized denominations will be issued to the transferee in exchange
2 herefor. The County, the District and the Paying Agent may treat the Owner hereof as the
3 absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not
4 be affected by any notice to the contrary.

5 The Paying Agent shall not be required to register the transfer or exchange of any Bond (i)
6 during the period beginning at the close of business on any Record Date through the close of
7 business on the immediately following Interest Payment Date, or (ii) that has been called or is
8 subject to being called for redemption, during a period beginning at the opening of business 15
9 days before any selection of Bonds to be redeemed through the close of business on the
10 applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only
11 in part.

12 The rights and obligations of the District and of the Owners of the Bonds may be modified
13 or amended at any time, and in certain cases, without the consent of the Owners to the extent and
14 upon the terms and conditions provided in the County Resolution.

15 The County Resolution contains provisions permitting the District to make provision for
16 the payment of the Principal Amount or Maturity Amount of, and the premium, if any, of any of
17 the Bonds so that the Bonds shall no longer be deemed to be outstanding under the terms of the
18 County Resolution.

19 Reference is made to the County Resolution for a more complete description of the
20 provisions, among others, with respect to the nature and extent of the security for the Bonds of
21 this series, the rights, duties and obligations of the District, the County, the Paying Agent and the
22 Owners, and the terms and conditions upon which the Bonds are issued and secured. The Owner
23 of this Bond assents, by acceptance hereof, to all of the provisions of the County Resolution.

24 If this Bond is called for redemption and the Maturity Amount of this Bond is duly
25 provided therefor as specified in the Resolution, then interest shall cease to accrue with respect
26 hereto from and after the date fixed for redemption.

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This Bond shall not become valid or obligatory for any purpose until the Certificate of Authentication hereon endorsed shall have been dated and executed manually by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED, that an election was duly and legally called, held and conducted, and the notices thereof duly given, and the results thereof canvassed and declared in accordance with the provisions of the Authorizing Law and that all of the proceedings of the Board of Supervisors of the County in the matter of the issuance of this Bond were regular and in strict accordance with the provisions of the Authorizing Law, including the Constitution of the State of California, that the total bonded indebtedness of the District, including the issue of which this Bond is a part, does not exceed any limit prescribed by said Act, and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay Maturity Amount when due.

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IN WITNESS WHEREOF, the County of Riverside, California, has caused this Bond to be executed on behalf of the Jurupa Unified School District and in their official capacities by the manual or facsimile signatures of the Chairperson of the Riverside County Board of Supervisors and the Treasurer and Tax Collector of the County, and to be countersigned by the manual or facsimile signature of the Clerk of the Riverside County Board of Supervisors, and has caused the seal of the County to be affixed hereto, all as of the date stated above.

[SEAL] RIVERSIDE COUNTY, CALIFORNIA

-EXHIBIT-

By: _____
Chairperson, Board of Supervisors

COUNTERSIGNED:

-EXHIBIT-

By: _____
Clerk of the Board of Supervisors

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The following Certificate of Authentication shall be printed on each Bond:

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution of the Board of Supervisors of the County of Riverside.

DATED: _____, 2015

ZIONS FIRST NATIONAL BANK, as Paying Agent

-EXHIBIT-

By: _____
Authorized Officer

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FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby sells, assigns and transfers unto

Name of Transferee: _____
Address for Payment of Interest: _____
Social Security Number or other Tax Identification No.: _____

the within-mentioned Bond and hereby irrevocably constitutes and appoints attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Registered Owner

Dated: _____

NOTICE: The signature on this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

-EXHIBIT-

Signature _____

guaranteed

[Bank, Trust Company or Firm]

-EXHIBIT-

By _____

Authorized Officer

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

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EXHIBIT C
FORM OF CONTRACT OF PURCHASE

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EXHIBIT D
INFORMATION FOR CAPITAL APPRECIATION BONDS

These percentages, the aggregate amount to be issued and the payback ratio are all estimates and market conditions at the time of pricing will dictate the actual numbers. In no event will the payback ratio exceed 4.00:1.00, the maximum established under AB 182.

Part 1. Financing Term and Maturity

Final Maturity Date for Current Interest Bonds: August 1, 2039
Final Maturity Date for Capital Appreciation Bonds: August 1, 2035

Part 2. Repayment Ratio

1.55 to 1

Part 3. Estimated Change in Assessed Valuation

See 3.A. attached

Part 4. Analysis of Overall Costs

See 4.A. attached

Part 5. Reasons for Including Capital Appreciation Bonds

The tax levy rate per \$100,000 of assessed valuation estimated at the time of the Election was \$52.75 for the District. In order to generate sufficient funds to completed identified projects and to reserve taxing capacity for subsequent issuance(s), the proposed bond structure includes Capital Appreciation Bonds.

**Part 6. Municipal Securities Rulemaking Board, Rule G-17 Letter
from Underwriter**

On file with the District Superintendent.

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<u>Year</u>	<u>Historical AV Growth or Projections</u>
2003-04*	5.40%
2004-05*	8.85%
2005-06*	13.05%
2006-07*	14.75%
2007-08*	15.85%
2008-09*	4.36%
2009-10*	-6.55%
2010-11*	-3.40%
2011-12*	0.68%
2012-13*	-0.17%
2013-14*	5.20%
2014-15*	3.84%
2015-16	4.00%
2016-17	6.00%
2017-18	5.00%
2018-19	4.00%
2019-20	3.00%
2020-21	4.00%
2021-22	6.00%
2022-23	7.00%
2023-24	6.00%
2024-25	5.00%
2025-26	4.00%
2026-27	3.00%
2027-28	5.00%
2028-29	7.00%
2029-30	6.00%
2030-31	5.00%
2031-32	4.00%
2032-33	3.00%
2033-34	5.00%
2034-35	7.00%
2035-36	6.00%
2036-37	5.00%
2037-38	4.00%
2038-39	3.00%
2039-40	4.00%

*Actual

Proposed Structure of Bonds

Estimated Issue Amount:	\$30,030,082.20
Estimated Percentage Current Interest Bonds:	88.9%
Estimated Percentage Capital Appreciation Bonds	11.1%

Debt Service Comparison

	Proposed Structure	Hypothetical Structure
	<u>(CIBs and CABs)</u>	<u>(CIBs Only)</u>
% CIBs	88.9%	100%
% CABs	11.1%	0%
Principal	\$30,030,082	\$30,035,000
Interest	<u>19,687,918</u>	<u>18,212,967</u>
Total Debt Service	<u>\$49,718,000</u>	<u>\$48,247,967</u>
Repayment Ratio	1.66 to 1	1.61 to 1
Tax Rates:		
Maximum	\$50.62/\$100,000	\$50.62/\$100,000
Average	\$13.48/\$100,000	\$13.33/\$100,000

RESOLUTION NO. 2015/56

**RESOLUTION AUTHORIZING ISSUANCE OF NOT TO EXCEED
\$35,000,000 AGGREGATE PRINCIPAL AMOUNT OF JURUPA UNIFIED SCHOOL
DISTRICT GENERAL OBLIGATION BONDS, 2014 ELECTION, 2015 SERIES A,
SOME OF WHICH MAY PROVIDE FOR THE COMPOUNDING OF INTEREST,
AND ORDERING CERTAIN ACTIONS IN CONNECTION THEREWITH**

WHEREAS, the issuance of not to exceed \$144,000,000 aggregate principal amount of general obligation bonds (the "Authorization") of the Jurupa Unified School District (the "District"), County of Riverside (the "County"), State of California, was authorized at an election (the "Election") held in said District on November 4, 2014, the proceeds of which are to be used for the financing and refinancing of construction, equipping, furnishing and improvement of certain specified capital facilities of the District; and

WHEREAS, the Registrar-Recorder of the County certified to the effect that the official canvass of returns for the Election reflected that more than fifty-five percent (55%) of the votes cast on the District's bond measure submitted to the voters at the Election (the "Measure") were cast in favor of the Measure, and such result has previously been entered in the minutes of this Board of Education (the "District Board"); and

WHEREAS, no bonds have previously been sold under the Authorization; and

WHEREAS, Section 15140 of the Education Code of the State of California (the "Education Code") authorizes the Board of Supervisors of the County (the "County Board") to borrow funds through the issuance of bonds in the name and on behalf of the District, following the adoption of a resolution of the District Board; and

WHEREAS, it now appears to this District Board that financial market conditions are favorable for the issuance and sale of not to exceed \$35,000,000 in one or more series of bonds under the Authorization (the "Bonds") to be used for (a) the financing or reimbursement for construction, equipping, furnishing and improvement of certain capital facilities as permitted in the official Project List of the District approved at the Election (the "Project List"), and (b) payment of the costs of issuance of the Bonds; and

WHEREAS, this District Board hereby determines that such Bonds should be offered at this time, in one or more series, and requests the County Board to offer such Bonds for sale in the name and on behalf of the District; and

WHEREAS, in light of the limitations imposed pursuant to Proposition 39, as implemented in Education Code Section 15270 *et seq.*, on the tax levy rates applicable to real property within the District to pay debt service on the Bonds, in order to obtain sufficient bond proceeds to effect the purposes of this Resolution, it will be necessary for certain of the Bonds to be issued in the form of Bonds, the interest on which is compounded (the "Capital Appreciation Bonds"); and

WHEREAS, in order to provide for the issuance of Capital Appreciation Bonds, the District must comply with the provisions of Assembly Bill 182 (“AB 182”), as implemented by Section 15146(b)(1) of the Education Code; and

WHEREAS, in order to evidence compliance with AB 182, the District Board has considered the adoption of this Resolution at a regularly scheduled meeting held on March 16, 2015, for information purposes, including the materials described in Section 4 hereof; and

WHEREAS, there have been submitted to this meeting of the District Board:

(a) A form of Preliminary Official Statement respecting the Bonds (the “Preliminary Official Statement”), including as an Appendix thereto a form of Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”); and

(b) A form of Contract of Purchase (the “Contract of Purchase”), by and among the District, the County and Stifel, Nicolaus & Co., Incorporated, as Underwriter (the “Underwriter”), providing for the sale and delivery of the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Jurupa Unified School District as follows:

Section 1. The foregoing Recitals are true and correct.

Section 2. This District Board hereby determines that general obligation bonds of the District in the aggregate principal or issue amount of not to exceed \$35,000,000 be offered for sale, in one or more series, the proceeds of which are to be used for the purposes described in the Recitals hereof.

Section 3. For the above purposes, this District Board hereby requests the County Board to issue the Bonds and to order such Bonds to be sold to the Underwriter at a negotiated sale in accordance with the Contract of Purchase. The Bonds will be issued at a true interest cost not to exceed legal limits and may be issued either in the form of the Capital Appreciation Bonds, or current interest bonds, which pay interest on a current basis (the “Current Interest Bonds”), or both. The Bonds may also be issued in separate tranches or subseries. The Bonds shall not exceed 25 years in maturity from their date of issuance. The form of Contract of Purchase on file with the District Board is hereby approved and the Superintendent of the District, its Assistant Superintendent of Business Services or any designee of either thereof (each, an “Authorized Officer”), and each of them, is hereby authorized to execute the Contract of Purchase, with such changes therein, deletions therefrom and modifications thereto as such Authorized Officer may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The District has instructed the Underwriter, in cooperation with the Financial Advisor (defined below), to establish the terms, series, interest structure and redemption provisions for the Bonds in order to take advantage of financial market conditions prevailing at the date of sale of the Bonds under the Contract of Purchase. The purchase price for the Bonds to be paid by the Underwriter shall reflect an Underwriter’s discount of not more than 0.70% of the principal or issue amount of the Bonds on the date of delivery thereof, not including any original issue discount. Depending upon market conditions, the District may elect

to purchase bond insurance to secure the payment of principal or maturity amount of and interest on or accreted value of the Bonds, or any portion thereof.

Section 4. Pursuant to Education Code Section 15146(b) and (c), the District Board has been presented with information related to the Capital Appreciation Bonds regarding: (i) their proposed financing term and time of maturity; (ii) their repayment ratio; and (iii) the estimated change in assessed valuation of taxable property in the District over the term of the Bonds. Items described in Exhibit A attached hereto summarize the information provided to the District Board prior to its adoption of this Resolution. The District hereby covenants in this Resolution that the issuance of the Bonds will not exceed the maximum ratio of total debt service to principal of 4.0:1.0 as mandated by Section 15144.1 of the Education Code. The Underwriter's Rule G-17 submission has been provided to the District Board.

Section 5. The District Board hereby approves the use by the Underwriter of the Preliminary Official Statement, substantially in the form submitted to and considered by this District Board (the "Preliminary Official Statement") and following pricing, an Official Statement in connection with the sale of the Bonds (the "Official Statement"), in each case with such changes as may be approved by the Authorized Officer and such other officers of the District as may be authorized by the District Board are, and each of them acting alone hereby is, authorized to deliver copies of the Preliminary Official Statement and the Official Statement with such changes therein as such Authorized Officer shall approve, in his or her discretion, as being in the best interests of the District. Upon the approval of such changes by such Authorized Officer, the Preliminary Official Statement shall be "deemed final" as of its date except for the omission of certain information as provided in and pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the "Rule"). The Authorized Officer is hereby directed to execute a certificate to that effect, substantially in the form appended hereto as Exhibit B. The Authorized Officer is hereby authorized and directed to execute such Official Statement with such changes therein, deletions therefrom and modifications thereto as such Authorized Officer may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The District Board understands and agrees that the County shall have no responsibility or obligation whatsoever in connection with the preparation and approval of the Preliminary Official Statement and the Official Statement, nor for satisfying any obligations of the District under the Rule.

Section 6. The Treasurer and Tax Collector of the County (the "Treasurer") has appointed Zions First National Bank as the paying agent (the "Paying Agent") in connection with the closing of the Bonds, the first annual fees for which shall be paid from proceeds of the Bonds; subsequent annual fees may be paid from *ad valorem* property tax levies within the District.

Section 7. The District Board hereby confirms the designation of Stifel, Nicolaus & Co., Incorporated, as Underwriter, the Dolinka Group, LLC, as Financial Advisor to the District (the "Financial Advisor"), the law firm of Nixon Peabody LLP as Bond Counsel to the District ("Bond Counsel") and the law firm of McFarlin & Anderson, LLP, as Disclosure Counsel in connection with the authorization, issuance and sale of the Bonds.

Section 8. The Bonds shall be sold by negotiated sale to the Underwriter inasmuch as: (i) such a sale will allow the District to integrate the sale of the Bonds with other public financings undertaken, or to be undertaken, by the District in order to fund its public education facilities; (ii) such a sale will allow the District to utilize the services of consultants who are familiar with the financial needs, status and plans of the District; (iii) such a sale will allow the District to control the timing of the sale of the Bonds to the municipal bond market and, potentially, take advantage of interest rate opportunities for favorable sale of the Bonds to such market and the generation of savings to the taxpayers of the District; (iv) such a sale will provide an increased ability to structure the Bonds to fit the needs of particular purchasers; and (v) such a sale will enhance the opportunity for the Underwriter to pre-market the Bonds to potential purchasers, including local residents, prior to the sale of the Bonds.

Section 9. In order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds, the District hereby covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended. In furtherance of these covenants, the District agrees to comply with the covenants contained in the Tax and Nonarbitrage Certificate of the District to be delivered in connection with the issuance of the Bonds (the "Tax and Nonarbitrage Certificate"). The District hereby agrees to deliver instructions to the Paying Agent as may be necessary in order to comply with the Tax and Nonarbitrage Certificate.

Section 10. Proceeds of the sale of the Bonds necessary to pay certain costs of issuing the Bonds (the "Costs of Issuance") may be deposited in the fund of the District known as the "Jurupa Unified School District General Obligation Bonds, 2014 Election, Series 2015A Costs of Issuance Fund" (the "Costs of Issuance Fund") and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying Costs of Issuance of the Bonds. The Costs of Issuance Fund may be held and administered by the Paying Agent. Notwithstanding the foregoing, all or a portion of the costs of issuance may be paid by the Underwriter, by the Paying Agent or by a fiscal agent designated for such purpose. Any amounts retained for payment of Costs of Issuance and returned to the District pursuant to the Contract of Purchase shall be transferred to the Debt Service Fund of the District, established at the direction of the District.

The District estimates that the total Costs of Issuance of the Bonds will be approximately 1.5% of the principal or issue amount thereof, as reflected in a summary thereof on file with the Superintendent without regard to underwriter's discount and bond insurance.

Section 11. The District Board determines that all acts and conditions necessary to be performed by the District Board or to have been met precedent to and in the issuing and sale of the Bonds in order to make them the legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and met, in regular and due form as required by law; and that no statutory or Constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 12. The form of Continuing Disclosure Agreement required by the Rule and on file with the District Board, intended for the benefit of the registered owners from

time to time of the Bonds (the “Owners”) is hereby approved and the District Board hereby authorizes the Authorized Officers, each acting alone, to execute such Continuing Disclosure Agreement in substantially the form submitted to this meeting of the District Board, with such changes therein as may be approved by the Authorized Officer executing the same. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of such Continuing Disclosure Agreement in order to assist the Underwriter to comply with the requirements of the Rule. Any Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the District to comply with its obligations under this Section; however, noncompliance with this Section shall not constitute a default under or cause the acceleration of the Bonds.

Section 13. Should the Authorized Officer, upon consultation and advice of the Financial Advisor and Bond Counsel, determine it is in the best interests of the District to obtain municipal bond insurance for the Bonds to improve their marketability, the Authorized Officer is hereby authorized and directed to sign documents to secure such credit enhancement on such terms and subject to such conditions as may be established by the Authorized Officer, in agreements relating to such credit enhancement.

Section 14. The County Board is hereby requested to assist the District in the issuance and sale of the Bonds; in order to meet the requirements of law and the procedures of the County with respect to such a request, the Clerk of the District Board is hereby directed to lodge a certified copy of this Resolution with the Clerk of the County Board and with the Superintendent of Schools of the County promptly following adoption hereof, and the District represents and warrants to the County that annual administrative expenses associated with the Bonds at the time outstanding shall be the sole responsibility of the District and the District shall reimburse the County’s costs and expenses incurred in connection with the issuance and sale of the Bonds. The Bonds are the general obligations of the District secured by *ad valorem* tax levies and do not constitute an obligation of the County except as set forth in the resolution to be adopted by the County Board authorizing the issuance of the Bonds. The County shall bear no responsibility for the acquisition, construction or installation of the project, or any part thereof.

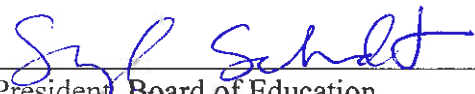
Section 15. Officers of the District Board and District officials and staff, their authorized deputies and designees, are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions as may have heretofore been taken by such officers, officials and staff are hereby ratified, confirmed and approved.

Section 16. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 6th day of April, 2015, by the Board of Education of the Jurupa Unified School District, at a regularly scheduled meeting held in Jurupa Valley, California, at a location freely accessible to the public and at which a quorum of said Board was present and acting throughout, by the following roll-call vote:

AYES: 5
NOES: 0
ABSENT/ABSTAIN: 0

JURUPA UNIFIED SCHOOL DISTRICT

By: 
President, Board of Education
Jurupa Unified School District

ATTEST:

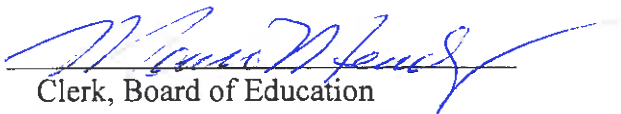
By: 
Clerk, Board of Education
Jurupa Unified School District

EXHIBIT A

INFORMATION FOR CAPITAL APPRECIATION BONDS

These percentages, the aggregate amount to be issued and the payback ratio are all estimates and market conditions at the time of pricing will dictate the actual numbers. In no event will the payback ratio exceed 4.00:1.00, the maximum established under AB 182.

Part 1. Financing Term and Maturity

Final Maturity Date for Current Interest Bonds: August 1, 2039

Final Maturity Date for Capital Appreciation Bonds: August 1, 2035

Part 2. Repayment Ratio

1.55 to 1

Part 3. Estimated Change in Assessed Valuation

See 3.A. attached

Part 4. Analysis of Overall Costs

See 4.A. attached

Part 5. Reasons for Including Capital Appreciation Bonds

The tax levy rate per \$100,000 of assessed valuation estimated at the time of the Election was \$52.75 for the District. In order to generate sufficient funds to completed identified projects and to reserve taxing capacity for subsequent issuance(s), the proposed bond structure includes Capital Appreciation Bonds.

Part 6. Municipal Securities Rulemaking Board, Rule G-17 Letter from Underwriter

On file with the Superintendent.

Attachment 3.A.

<u>Year</u>	<u>Historical AV Growth or Projections</u>
2003-04*	5.40%
2004-05*	8.85
2005-06*	13.05
2006-07*	14.75
2007-08*	15.85
2008-09*	4.36
2009-10*	-6.55
2010-11*	-3.40
2011-12*	0.68
2012-13*	-0.17
2013-14*	5.20
2014-15*	3.84
2015-16	4.00
2016-17	6.00
2017-18	5.00
2018-19	4.00
2019-20	3.00
2020-21	4.00
2021-22	6.00
2022-23	7.00
2023-24	6.00
2024-25	5.00
2025-26	4.00
2026-27	3.00
2027-28	5.00
2028-29	7.00
2029-30	6.00
2030-31	5.00
2031-32	4.00
2032-33	3.00
2033-34	5.00
2034-35	7.00
2035-36	6.00
2036-37	5.00
2037-38	4.00
2038-39	3.00
2039-40	4.00

*Actual

Attachment 4.A.

Proposed Structure of Bonds

Estimated Issue Amount:	\$30,030,082.20
Estimated Percentage Current Interest Bonds:	88.9%
Estimated Percentage Capital Appreciation Bonds	11.1%

Debt Service Comparison

	Proposed Structure (CIBs and CABs)	Hypothetical Structure (CIBs Only)
% CIBs	88.9%	100%
% CABs	11.1%	0%
Principal	\$30,030,082	\$30,035,000
Interest	19,687,918	18,212,967
Total Debt Service	<u>\$49,718,000</u>	<u>\$48,247,967</u>
Repayment Ratio	1.66 to 1	1.61 to 1
Tax Rates:		
Maximum	\$50.62/\$100,000	\$50.62/\$100,000
Average	\$13.48/\$100,000	\$13.33/\$100,000

EXHIBIT B

FORM OF 15c2-12 CERTIFICATE

With respect to the proposed sale of its General Obligation Bonds, 2014 Election, 2015 Series A in the maximum aggregate principal and issue amount of \$35,000,000, the Jurupa Unified School District (the “**District**”) has delivered a Preliminary Official Statement, dated as of the date hereof (the “**Preliminary Official Statement**”). The District, for purposes of compliance with Rule 15c2-12 of the Securities Exchange Commission (“**Rule 15c2-12**”), deems the Preliminary Official Statement to be final as of its date, except for the omission of no more than the information permitted under Rule 15c2-12.

JURUPA UNIFIED SCHOOL DISTRICT

Dated: _____, 2015

By: [FORM ONLY]
Authorized Officer

\$ _____
JURUPA UNIFIED SCHOOL DISTRICT
(Riverside County, California)
General Obligation Bonds, 2014 Election, 2015 Series A

CONTRACT OF PURCHASE

_____, 2015

Board of Supervisors
County of Riverside
4800 Lemon Street, 4th Floor
Riverside, California 92501

Board of Education
Jurupa Unified School District
4850 Pedley Road
Jurupa Valley, California 92509

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), acting on its own behalf and not as a fiduciary agent for you, offers to enter into this Contract of Purchase (the "Purchase Contract") with the County of Riverside (the "County") and the Jurupa Unified School District (the "District"), which, upon your acceptance hereof, will be binding upon the County, the District and the Underwriter. By execution of this Purchase Contract, the County, the District and the Underwriter acknowledge the terms hereof and recognize that they will be bound by certain of the provisions hereof, and to the extent binding thereupon, acknowledge and agree to such terms. This offer is made subject to the written acceptance of this Purchase Contract by the County and the District and delivery of such acceptance to us at or prior to 11:59 P.M., Pacific Standard Time, on the date hereof.

The District acknowledges and agrees that: (a) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction among the District, the County and the Underwriter; (b) the Underwriter is acting solely as underwriter and principal in connection with the matters contemplated by and all communications under this Purchase Agreement, and is not acting as the agent or fiduciary or Municipal Advisor (as defined in Section 15B of the Securities and Exchange Act of 1934) of the District and its advisors in connection with the matters contemplated by this Purchase Agreement; (c) the Underwriter has financial and other interests that differ from those of the District; and (d) in connection with the purchase and sale of the Bonds, the District has consulted its own financial and other advisors, including Dolinka Group, LLC, as financial advisor to the District (the "Financial Advisor") to the extent it has deemed appropriate. The District also acknowledges that it previously received from the Underwriter a letter regarding Municipal Securities Rulemaking Board ("MSRB") Rule G-17 Disclosures, and that it has provided to the Underwriter an acknowledgement of such letter.

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the County for reoffering to the public, and the County hereby

agrees to sell in the name and on behalf of the District to the Underwriter for such purpose, all (but not less than all) of \$ _____ in aggregate principal or issue amount of the District's General Obligation Bonds, 2014 Election, 2015 Series A (the "Bonds"). The Bonds will be issued as Current Interest Bonds and Capital Appreciation Bonds (each as defined in the County Resolution, as defined below), shall bear or accrete interest at the rates with the yields to maturity (or yields to the call date), shall mature in the years and shall be subject to redemption as shown on Exhibit A hereto, which is incorporated herein by this reference. The Bonds shall otherwise be as described in, and shall be issued and secured pursuant to the provisions of the Resolution of the District adopted on _____, 2015 (the "District Resolution"), the Resolution of the Board of Supervisors of the County adopted on _____, 2015 (the "County Resolution" and, collectively with the District Resolution, the "Resolutions"), and pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Resolutions.

The Underwriter shall purchase the Bonds at a price of \$ _____, consisting of the aggregate principal amount of the Bonds in the amount of \$ _____, plus original issue premium of \$ _____, and less an Underwriter's discount of \$ _____.

2. **The Bonds.** The Bonds shall be dated as of their date of delivery and shall mature on August 1 in the years shown on Exhibit A hereto, with a final maturity as set forth in Exhibit A. Interest on the Current Interest Bonds shall accrue from the date of delivery thereof and is payable semiannually on February 1 and August 1 of each year, commencing August 1, 2015. The Current Interest Bonds will be issued in denominations of \$5,000 principal amount, or any integral multiple thereof. The Capital Appreciation Bonds will be dated their date of delivery and will accrete interest from such date, compounded semiannually on February 1 and August 1 of each year, commencing on _____ 1, 2015. The Capital Appreciation Bonds will be issued in denominations of \$5,000 maturity value or any integral multiple thereof. The Bonds shall otherwise be as described in the Official Statement (defined herein), and shall be issued and secured pursuant to the provisions of the County Resolution, this Purchase Contract and the Act. The Paying Agent for the Bonds, as designated by the County Resolution, shall be Zions First National Bank, Los Angeles, California (the "Paying Agent").

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Contract and the Resolutions. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC").

The proceeds of the sale of the Bonds are expected to be applied to (i) pay the costs of projects authorized at the November 4, 2014, election conducted within the District and (ii) pay the costs of issuance of the Bonds.

3. **Use of Documents.** The County and the District hereby authorize the Underwriter to use, in connection with the offering and sale of the Bonds, this Purchase Contract, the Official Statement (as defined below), the Resolutions and all information contained herein and therein and all of the documents, certificates or statements furnished by the County or the District to the Underwriter in connection with the transactions contemplated by this Purchase Contract.

4. **Public Offering of the Bonds.** The Underwriter agrees to make a *bona fide* public offering of all the Bonds at the initial public offering prices or yields to be set forth on the cover or inside cover page of the Official Statement (defined below) and may subsequently change such offering prices without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering prices stated in the Official Statement.

5. **Official Statement.** The District has caused to be drafted and consents to the use of a Preliminary Official Statement, dated _____, 2015 (the "Preliminary Official Statement"), including the cover page, the inside cover page and Appendices thereto, relating to the Bonds. The District represents that it deems the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities and Exchange Act of 1934, as amended ("Rule 15c2-12"). The Preliminary Official Statement has been prepared for use by the Underwriter in connection with the public offering, sale and distribution of the Bonds.

The District hereby authorizes the preparation of a final Official Statement respecting the Bonds following the execution hereof (the "Official Statement") and the District hereby authorizes the use thereof by the Underwriter in connection with the public offering and sale of the Bonds. The District shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the District's acceptance of this Purchase Contract (but, in any event, not later than seven business days after the execution hereof, and in sufficient time to accompany any confirmation of a sale of Bonds) copies of the Official Statement, which is complete as of the date of its delivery to the Underwriter, in such reasonable quantities as the Underwriter shall request in order to comply with Section (b)(4) of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Underwriter hereby agrees to file the Official Statement with the MSRB.

The Underwriter agrees that prior to the time the final Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail or electronic distribution (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

During the period ending on the 25th day after the End of the Underwriting Period (as defined below) (or such other period as may be agreed to by the District and the Underwriter), the District (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall prepare and furnish to the Underwriter, at the District's expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed

upon by the District and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

For purposes of this Purchase Agreement the "End of the Underwriting Period" is used as defined in Rule 15c2-12 and shall occur on the later of (a) the date of Closing or (b) when the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District and the Underwriter, the County and the District may assume that the End of the Underwriting Period is the Closing Date.

6. **Closing.** At 9:00 a.m., Pacific Standard Time, on _____, 2015, or at such other time or on such other date as shall have been mutually agreed upon by the County, the District and the Underwriter (the "Closing"), the County shall deliver to the Underwriter, through the facilities of DTC, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Nixon Peabody LLP ("Bond Counsel"), in Los Angeles, California, the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds by wire transfer to an account or accounts within the United States designated by the County.

7. **Representations, Warranties and Agreements of the Underwriter.** The Underwriter represents and agrees with the District that, as of the date hereof and as of the Closing Date:

A. The Underwriter is duly authorized to execute this Purchase Contract and to take any action under this Purchase Contract required to be taken by it.

B. The Underwriter is in compliance with MSRB Rule G-37 with respect to the District, and is not prohibited thereby from acting as underwriter with respect to securities of the District.

C. The Underwriter has, and has had, no financial advisory relationship, as such term is defined in California Government Code Section 53590(c) or MSRB Rule G-23 with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

8. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

A. The District is a unified school district duly organized and validly existing under the laws of the State of California, with the full legal right, power and authority to (i) request the County to issue the Bonds pursuant to the Act; (ii) enter into, execute and deliver this Purchase Contract and the Continuing Disclosure Agreement appended to the Official Statement (the "Continuing Disclosure Agreement"); (iii) to adopt the District Resolution; and (iv) construct, reconstruct, rehabilitate or replace school facilities, or acquire or lease real

property for school facilities, subject to the limitations set forth in the full text of the projects list approved at the November 4, 2014 election.

B. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has the legal right, power and authority to enter into this Purchase Contract, to adopt the District Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Contract and the District Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Continuing Disclosure Agreement, the District Resolution and this Purchase Contract (collectively, the "District Documents") have been duly authorized and such authorization shall be in force and effect at the time of the Closing; (iv) the District Documents constitute valid and legally binding obligations of the District enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and to principles of equity relating to or affecting the enforcement of creditors' rights; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Contract and by the Official Statement.

C. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any person, organization, court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions which may qualify the Bonds for offer and sale under Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

D. The District has complied with the requirements of the Internal Revenue Code of 1986, as amended, applicable to the Bonds.

E. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of the District Documents, and the compliance with the provisions thereof and hereof do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

F. As of the time of acceptance hereof no action, suit, hearing or investigation is pending or, to the best knowledge of the District, threatened: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery

of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of *ad valorem* taxes available to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Contract or the District Resolution or contesting the powers of the District or its authority with respect to the Bonds, this Purchase Contract or the District Resolution; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Contract or the Resolutions, (b) declare this Purchase Contract to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes or the exemption of such interest on the Bonds from California personal income taxation.

G. Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District nor the County in the name and on behalf of the District, will have issued in the name and on behalf of the District, any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

H. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

I. In accordance with the requirements of Rule 15c2-12, the District will enter into the Continuing Disclosure Agreement, upon or prior to the sale of the Bonds, in which the District will undertake, for the benefit of the Owners of the Bonds, to provide certain information as set forth therein. Based on a review of its prior undertakings with respect to Rule 15c2-12, and except as described in the Official Statement, in the five preceding years, the District has never failed to comply with any continuing disclosure obligation entered into pursuant to Rule 15c2-12.

J. The District will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request in order to qualify the Bonds for offering and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and to continue such qualifications in effect so long as may be required for the distribution of the Bonds (provided, however, that the District will not be required to qualify as a foreign corporation or to file any general or special consent to service of process under the laws of any jurisdiction).

K. The Preliminary Official Statement did not, and the Official Statement will not, as of its date (excluding therefrom information relating to The Depository Trust Company, and information provided by the Underwriter) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the

circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended, at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

L. The financial statements of, and other financial information regarding the District, contained in the Official Statement fairly represent the financial position and operating results of the District as of the dates and for the periods set forth therein. Since the date of the Preliminary Official Statement, there has been no adverse change of a material nature in such financial position, results of operation or condition, financial or otherwise, of the District. The District is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the District, would have a materially adverse effect on the financial condition of the District.

9. **Representations, Warranties and Covenants of the County.** The County represents, warrants and covenants to the Underwriter that:

A. The County has the power under the Constitution and laws of the State to issue the Bonds in the name and on behalf of the District;

B. (i) At or prior to the Closing, the County will have taken all actions required to be taken by it in order to authorize the issuance and delivery of the Bonds; (ii) the County has full legal right, power and authority to enter into this Purchase Contract, to adopt the County Resolution, to issue and deliver the Bonds to the Underwriter on behalf of the District and to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Contract and the County Resolution; (iii) the execution and delivery or adoption of, and the performance by the County of its obligations contained in the Bonds, the County Resolution and this Purchase Contract have been duly authorized, and such authorization shall be in full force and effect at the time of the Closing; and (iv) this Purchase Contract constitutes a valid and legally binding obligation of the County, enforceable against the County in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and to principles of equity relating to or affecting the enforcement of creditors' rights;

C. To the best knowledge of the County, as of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending in which service of process has been completed against the County; (i) in any way affecting the existence of the County or in any way challenging the respective powers of the several offices or of the titles of the officials of the County to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Contract or the County Resolution or contesting the powers of the County or its authority with respect to the Bonds, the County Resolution or this Purchase Contract; or (iii) in which a final adverse decision could (a) materially adversely affect the consummation of the transactions

contemplated by this Purchase Contract or the County Resolution or (b) declare this Purchase Contract to be invalid or unenforceable in whole or in material part;

D. Between the date hereof and the Closing, without the prior written consent of the Underwriter, the County will not have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement; and

E. Any certificates signed by an authorized officer of the County and delivered to the Underwriter shall be deemed a representation and warranty by the County to the Underwriter, but not by the person signing the same, as to the statements made therein

10. **Conditions to Closing.** The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the District and the County contained herein and the performance by the District and the County of their respective obligations hereunder and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the date of Closing. Accordingly, the Underwriter's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds are and shall be conditioned upon the performance by the District and the County, respectively, of their obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject at the option of the Underwriter, to the following further conditions, including the delivery by the District and the County of such documents and instruments as are enumerated herein, in form and substance satisfactory to the Underwriter:

A. The representations and warranties of the District and the County contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District and the County shall be in compliance with each of the agreements made by them, individually, in this Purchase Contract;

B. At the time of the Closing, (i) the Official Statement, this Purchase Contract and the Resolutions shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Resolutions, this Purchase Contract or the Official Statement to be performed at or prior to the Closing;

C. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Contract (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened, which has any of the effects described in Section

8.F. hereof, or contesting in any way the completeness or accuracy of the Official Statement;

D. Between the date hereof and the Closing, the market price for the Bonds, or the market for or marketability of the Bonds at the initial offering prices set forth in the Official Statement, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall not have been materially adversely affected in the reasonable professional judgment of the Underwriter (evidenced by a written notice to the District and the County terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds) by reason of any of the following:

(1) legislation enacted by the Congress of the United States, or passed by either House of the Congress, or favorably reported for passage to either House of the Congress by any Committee of such House to which such legislation has been referred for consideration, or by the legislature of the State of California (the "State"), or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service or other federal or State authority, which would have the purpose or effect of changing, directly or indirectly, the federal income tax consequences or State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof; or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(2) the declaration of war or engagement in or material escalation of major military hostilities by the United States or the occurrence of any other national or international emergency or calamity or crisis relating to the effective operation of the government or the financial community in the United States;

(3) the declaration of a general banking moratorium by federal, New York or State authorities having jurisdiction, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue of a determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

- (4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, Underwriter such as, and including, the Underwriter;
- (5) an order, decree or injunction of any court of competent jurisdiction, or order, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the Federal securities laws, as amended and then in effect;
- (6) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information set forth in the Official Statement, or results in an omission to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;
- (7) there shall have occurred since the date of this Purchase Contract any materially adverse change in the affairs or financial condition of the District;
- (8) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Purchase Contract or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing, including the Securities Act, the Exchange Act and the Trust Indenture Act;
- (9) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;
- (10) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Bonds;

(11) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(12) there shall have occurred or any notice shall have been given of any downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service of any of the District's debt or lease obligations.

E. At or prior to the date of the Closing, the Underwriter shall receive the following documents, in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(1) An approving opinion of Bond Counsel as to the validity and tax-exempt status of the Bonds, dated the date of Closing, addressed to the District;

(2) A reliance letter from Bond Counsel to the effect that the Underwriter may rely upon the approving opinion described in E(1) above;

(3) A supplemental opinion from Bond Counsel, addressed to the Underwriter and the District, to the effect that:

(a) this Purchase Contract, and the Continuing Disclosure Agreement have been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the other respective parties thereto, constitute legally valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditors' rights or remedies, and is subject to general principles of equity (regardless of whether such enforcement is considered in equity or at law);

(b) the statements contained in the Official Statement in the sections thereof entitled "INTRODUCTION," "THE BONDS," "FINANCING PLAN," and "TAX MATTERS," insofar as such statements purport to summarize certain provisions of the Bonds and the Resolutions and the form and content of Bond Counsel's final approving opinion as to the Bonds are accurate in all material respects, and present a fair and accurate summary of such documents and the matters discussed therein; and

(c) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Resolutions are exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(4) the opinion of McFarlin & Anderson LLP, as disclosure counsel ("Disclosure Counsel"), dated the Closing Date and addressed to the

Underwriter and the District, to the effect that based on such counsel's participation in conferences with representatives of the Underwriter, its counsel, the District, counsel to the District and the Corporation, Dolinka Group, LLC, as financial advisor to the District, and others, during which conferences the contents of the Official Statement and related matters were discussed, and in reliance thereon and on the records, documents, certificates and opinions described therein, such counsel advises the Underwriter and the District that, during the course of its engagement no information came to the attention of such counsel's attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Official Statement as of its date and as of the Closing Date (except for any CUSIP numbers, financial, accounting, statistical, economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about feasibility, valuation, appraisals, absorption, real estate or environmental matters, or any information about DTC, the book-entry system or litigation, and Appendices __, __, __ and __ included or referred to therein, as to which such counsel need express no opinion or view) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(5) A certificate signed by an appropriate official of the District to the effect that (a) such official is authorized to execute this Purchase Contract, (b) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (c) the District has taken all actions required to be taken by it in order to authorize the issuance and delivery of the Bonds and has complied with all the terms of the District Resolution and this Purchase Contract to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (d) such official has reviewed the Official Statement and on such basis certifies that the Official Statement does not contain any untrue statements of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading and (e) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Contract substantially conform to the descriptions thereof contained in the Resolutions and (f) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending or, to his or her knowledge, threatened against the District contesting in any way the completeness or accuracy of the Official Statement, the issuance of the Bonds by the County on behalf of the District or the due adoption of the District Resolution;

(6) A tax certificate of the District in form satisfactory to Bond Counsel;

- (7) Evidence satisfactory to the Underwriter that the Bonds shall have been: (i) rated "____" by Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P") (or such other equivalent rating as such rating agency may give) and that such ratings have not been revoked or downgraded;
- (8) A certificate, together with a fully executed copy of the District Resolution, of the Secretary to the Board of Education to the effect that: (a) such copy is true and correct copy of the District Resolution; and (b) that the District Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect as of the Closing.
- (9) An opinion of County Counsel, addressed to the County, to the District and the Underwriter, in substantially the form attached as Exhibit B hereto;
- (10) A certificate, together with a fully executed copy of the County Resolution, of the Clerk of the Board of Supervisors to the effect that: (a) such copy is a true and correct copy of the County Resolution; and (b) that the County Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect as of the Closing;
- (11) A "deemed final" certificate of the appropriate official of the District with respect to the Preliminary Official Statement in accordance with Rule 15c2-12;
- (12) The Continuing Disclosure Agreement, in substantially the form appended to the Preliminary Official Statement, signed by an appropriate official of the District;
- (13) A certificate of the Paying Agent, signed by a duly authorized officer of the Paying Agent, and in form and substance satisfactory to the Underwriter, to the effect that, to the best of the Paying Agent's knowledge, no litigation is pending or threatened (either in state or federal courts) (a) seeking to restrain or enjoin the delivery by the Paying Agent of any of the Bonds, or (b) in any way contesting or affecting any authority of the Paying Agent for the delivery of the Bonds or the validity or enforceability of the Bonds or any agreement with the Paying Agent;
- (14) A receipt of the County for the net proceeds of the Bonds;
- (15) A certificate signed by an appropriate official of the County to the effect that (a) such official is authorized to execute this Purchase Contract, (b) the representations, agreements and warranties of the County herein are true and correct in all material respects as of the date of Closing, (c) the County has taken all actions required to be taken by it in order to authorize the issuance and delivery of the Bonds; (d) the County has complied with all the terms of the County Resolution and this Purchase Contract to be complied with by the County prior to or

concurrently with the Closing and such documents are in full force and effect, (e) the Official Statement under the caption, "RIVERSIDE COUNTY POOLED INVESTMENT FUND" to the best of his or her knowledge does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; and (f) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Contract substantially conform to the descriptions thereof contained in the County Resolution;

(16) An opinion of counsel to the Underwriter in form and substance satisfactory to the Underwriter; and

(17) Such additional legal opinions, certificates, proceedings, instruments, and other documents as the Underwriter may reasonably request in order to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained and of the Official Statement, and (iii) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

If the County or the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Contract or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract may be cancelled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the County and the District in writing or by telephone or telecopy, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

11. **Conditions to Obligations of the District.** The performance by the County and the District of their respective obligations under this Purchase Contract is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the County, the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than themselves.

12. **Expenses.** The District shall pay the costs of issuance associated with the Bonds, including the following: (i) the fees and disbursements of Bond Counsel and Disclosure Counsel; (ii) the cost of the preparation, printing and delivery of the Bonds; (iii) the fees, if any, for Bond ratings, including all expenses related to obtaining the ratings, such as meals, transportation and lodging, if any; (iv) the cost of the printing and distribution of the Official Statement; (v) the fees of the Paying Agent; (vi) the fees of the California Debt and Investment Advisory Commission, (vii) the fees and expenses of the Financial Advisor; and (viii) all other fees and expenses incident to the issuance and sale of Bonds. Any expenses owing following the depletion of said amount shall be paid from lawfully available funds of the District. The District hereby directs the Underwriter to wire a portion of the purchase price identified in Section 1 hereof, in an amount equal to \$_____ to Zions First National Bank, for the payment of such costs.

Except as provided above, the Underwriter shall pay (i) the cost of preparation of this Purchase Contract; (ii) all advertising expenses in connection with the public offering of the Bonds; and (iii) all other expenses incurred by it in connection with the public offering of the Bonds, including the fees and disbursements of counsel retained by the Underwriter.

The District acknowledges that it has had the opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

13. **Notices.** Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing, if to the County, to the Treasurer-Tax Collector, County of Riverside, 4080 Lemon Street, 4th Floor, Riverside, California 92501, if to the District, to the Assistant Superintendent, Business Services of Jurupa Unified School District, 4850 Pedley Road, Jurupa Valley, California 92509, or if to the Underwriter, Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 37th Floor, San Francisco, California 94104, Attention: Bruce Kerns.

14. **Parties In Interest; Survival of Representations and Warranties.** This Purchase Contract when accepted by the County and the District in writing as heretofore specified shall constitute the entire agreement among the County, the District and the Underwriter. This Purchase Contract is made solely for the benefit of the County, the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the County or the District in this Purchase Contract shall survive regardless of (a) any investigation of any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Contract.

15. **Execution in Counterparts.** This Purchase Contract may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

16. **Integration.** This Purchase Contract, including the exhibits hereto, constitutes the entire agreement among the parties and between any of them, relating to the Bonds, and supersedes all prior agreements and understandings, whether oral or written, concerning the purchase, sale, delivery and terms of payment and redemption, of the Bonds.

17. **Applicable Law.** This Purchase Contract shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED,** as Underwriter

By _____
Managing Director

The foregoing is hereby agreed to and accepted as of the date first above written:

JURUPA UNIFIED SCHOOL DISTRICT

By _____
Assistant Superintendent, Business Services

Accepted at _____ p.m. Pacific Standard Time
on this _____ th day of _____, 2015.

COUNTY OF RIVERSIDE, CALIFORNIA

By _____
Treasurer-Tax Collector

Approved as to form:

COUNTY COUNSEL

By _____
Deputy County Counsel

EXHIBIT A

\$ _____
JURUPA UNIFIED SCHOOL DISTRICT
(Riverside County, California)
General Obligation Bonds, 2014 Election, 2015 Series A

\$ _____ **Serial Current Interest Bonds**

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
--------------------------------	-----------------------------	----------------------	--------------

\$ _____ % Term Current Interest Bonds maturing August 1, 20 ____, Yield: _____ %

\$ _____ % Term Current Interest Bonds maturing August 1, 20 ____, Yield: _____ %

\$ _____ **Serial Capital Appreciation Bonds**

<u>Maturity (August 1)</u>	<u>Denominational Amount</u>	<u>Accretion Rate</u>	<u>Yield to Maturity</u>	<u>Maturity Amount</u>
--------------------------------	----------------------------------	---------------------------	------------------------------	----------------------------

TERMS OF REDEMPTION

The Bonds are subject to redemption prior to their stated maturity dates as follows:

EXHIBIT B

OPINION OF COUNTY COUNSEL

[Closing Date]

County of Riverside
Treasurer-Tax Collector's Office
4080 Lemon Street, 4th Floor
Riverside, California 92501

Board of Education
Jurupa Unified School District
4850 Pedley Road
Jurupa Valley, California 92509

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 37th Floor
San Francisco, California 94104

Re: \$_____ Jurupa Unified School District General Obligation Bonds, 2014
Election, 2015 Series A

Ladies and Gentlemen:

This opinion is rendered and delivered in connection with the issuance by the Board of Supervisors of the County of Riverside (the "County") on behalf of the Jurupa Unified School District (the "District") of \$_____ aggregate principal or issue amount of the District's General Obligation Bonds, 2014 Election, 2015 Series A (the "Bonds"). The Bonds are being issued pursuant to a resolution of the Board of Supervisors of the County adopted on _____, 2015 (the "County Resolution"), at the request of the District made pursuant to a resolution adopted by its Board of Education on _____, 2015 (the "District Resolution").

In rendering this opinion, we have examined the County Resolution, the Bond Contract of Purchase, dated _____, 2015 (the "Purchase Contract"), by and among the County, the District and Stifel, Nicolaus & Company, Incorporated, as Underwriter, and such other documents, records and instruments and made such investigations of law and fact as we have deemed necessary to render the opinions expressed herein.

Based upon the foregoing, and solely with respect to the laws of the State of California (the "State"), we are of the opinion, as of the date hereof, that:

1. The County is a political subdivision duly organized and validly existing pursuant to the Constitution and the laws of the State.

2. The County Resolution approving and authorizing the execution, sale and delivery of the Purchase Contract and the issuance of the Bonds was duly adopted at a meeting of the governing body of the County, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting at the time of adoption, has not been modified, amended, rescinded or revoked and is in full force and effect on the date hereof.

3. To the best of my knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public agency or body pending, in which service of process has been completed, or threatened against the County (a) affecting the existence of the County or the titles of its officers who have acted with respect to the proceedings for issuance and sale of the Bonds to their respective offices; (b) seeking to prohibit, restrain or enjoin the execution of the Purchase Contract or the issuance of the Bonds or in any way contesting or affecting the validity or enforceability of the Bonds, the Purchase Contract, or the County Resolution; (c) contesting the powers of the County or its authority to enter into, adopt or perform its obligations under the County Resolution or the Purchase Contract; or (d) seeking to restrain or enjoin the levy or collection of tax revenues pledged for payment of the Bonds.

4. The Purchase Contract has been duly authorized, executed and delivered by the County and the Bonds have been duly authorized by the County, executed by the County on behalf of the District and delivered by the County and, assuming due authorization, execution and delivery by the other parties thereto, the Purchase Contract will constitute the legal, valid and binding agreement of the County enforceable against the County in accordance with its terms.

With respect to the opinions we have expressed above, enforcement of the rights and obligations under the County Resolution, the Purchase Contract and the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles if equitable remedies are sought, and by limitations on legal remedies imposed in actions against public entities in the State. We express no opinion as to the availability of equitable remedies in connection with enforcement of the County Resolution, the Purchase Contract or the Bonds.

Very truly yours,

County Counsel

By: _____
Deputy County Counsel

PRELIMINARY OFFICIAL STATEMENT DATED APRIL __, 2015

NEW ISSUE – FULL BOOK-ENTRY

RATINGS: (See "RATINGS" herein.)
~~Insured-Standard & Poor's: "A"~~ (stable-outlook)
~~Underlying-Standard & Poor's: "A"~~

In the opinion of Nixon Peabody LLP, Bond Counsel, under existing law and assuming compliance with the tax covenants described herein and the accuracy of certain representations and certifications made by the District (defined below) described herein, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Bond Counsel is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code with respect to individuals and corporations. Bond Counsel is further of the opinion that interest on the Bonds is exempt from personal income taxes of the State of California (the "State") under present State law. See "TAX MATTERS" herein regarding certain other tax considerations.

\$(PRINCIPAL AMOUNT)²
JURUPA UNIFIED SCHOOL DISTRICT
(Riverside County, California)
GENERAL OBLIGATION BONDS, 2014 ELECTION, 2015 SERIES A

Comprising

$\$$ _____ ³ $\$$ _____ ⁴	and	$\$$ _____ ⁵ Capital Appreciation Bonds
Current Interest Bonds		

Dated: Date of Delivery

Due: August 1, as shown on the inside cover

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This Official Statement describes the \$(Principal Amount)¹ Jurupa Unified School District General Obligation Bonds, 2014 Election, 2015 Series A (the "Bonds"). The Bonds are being issued by the Jurupa Unified School District (the "District") to finance the construction of new facilities and renovation and improvement at existing schools and to pay costs of issuance of the Bonds, including the premium for a municipal bond insurance policy, if any. See "THE BONDS – Purpose of Issue."

The Bonds represent a general obligation of the District and are secured by taxes levied against taxable property within the District. The Board of Supervisors of the County of Riverside (the "County") has the power and is obligated to annually levy *ad valorem* taxes upon property within the District without limitation of rate or amount (except as to certain personal property which is taxable at limited rates) for the payment of principal and interest on the Bonds when due. Pursuant to a regularly scheduled election of the registered voters of the District held on November 4, 2014, at least 55% of the persons voting on the proposition voted to authorize the issuance and sale of not to exceed \$144,000,000 principal amount of general obligation bonds of the District (the "Authorization") to finance authorized school facilities. The Bonds will be the first series of bonds sold under the Authorization. See "INTRODUCTION – Sources of Payment for the Bonds," "THE BONDS – Security," and "TAX BASE FOR REPAYMENT OF THE BONDS – Ad Valorem Property Taxation."

The Bonds will be issued as fully-registered Bonds in book-entry form only, and will be initially issued and registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). Purchasers of beneficial ownership interests in the Bonds (the "Beneficial Owners") will not receive physical certificates representing their interests in the Bonds.

The Bonds are being issued as current interest bonds ("Current Interest Bonds") and capital appreciation bonds (the "Capital Appreciation Bonds"), as further described herein. Interest with respect to the Current Interest Bonds accrues from their date of delivery and is payable semiannually on February 1 and August 1 of each year, commencing August 1, 2015. Payment to registered owners of \$1,000,000 or more in principal amount of the Current Interest Bonds, at the registered owner's written request, will be by wire transfer to an account in the United States of America. The Capital Appreciation Bonds will not pay interest on a current, periodic basis but will accrete in value to their Maturity Amount (as defined herein) payable only at maturity on August 1 in each of the years and in the amounts set forth on the inside front cover hereof. The Capital Appreciation Bonds will be compounded on each February 1 and August 1 to maturity, commencing August 1, 2015. The Current Interest Bonds will be delivered in denominations of \$5,000 and any integral multiple thereof and the Capital Appreciation Bonds will be delivered within a Maturity Amount of \$5,000 and any integral multiple thereof. Principal or Maturity Amount of the Bonds and interest on the Current Interest Bonds are payable directly to DTC by Zions First National Bank, as Paying Agent, Registrar and Transfer Agent (the "Paying Agent"). Upon receipt of payments of principal, Maturity Amount and interest, DTC will in turn distribute such payments through DTC Participants to the Beneficial Owners of the Bonds (See "THE BONDS – Book-Entry-Only System.")

The Bonds are subject to optional and mandatory redemption prior to maturity as described herein. See "THE BONDS – Redemption."

¹ Preliminary, subject to change.
² Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

The District has applied for municipal bond insurance for the scheduled payment of principal or Maturity Amount of and interest on the Bonds when due which, if purchased, would be issued concurrently with the delivery of the Bonds.

This cover page contains certain information for general reference only. It is not a summary of all the provisions of the Bonds. Potential investors must read the entire official statement to obtain information essential in making an informed investment decision.

MATURITY SCHEDULE
on inside cover.

The Bonds are offered when, as and if issued and accepted by the Underwriter, subject to the approval as to their legality by Nixon Peabody LLP, Bond Counsel to the District, and subject to certain other conditions. McFarlin & Anderson LLP, Laguna Hills, California, is acting as Disclosure Counsel to the District. Certain legal matters will be passed on for the Underwriter by its counsel, Nossaman LLP, Irvine, California. It is anticipated that the Bonds, in book-entry form, will be available for delivery through the facilities of DTC on or about [Closing Date], 2015.

STIFEL

The date of this Official Statement is: [Pricing Date], 2015

\$[PRINCIPAL AMOUNT]*
JURUPA UNIFIED SCHOOL DISTRICT
 (Riverside County, California)
GENERAL OBLIGATION BONDS, 2014 ELECTION, 2015 SERIES A

Base CUSIP^{(1)†}: 482124

MATURITY SCHEDULE

\$ _____ Current Interest Serial Bonds

Maturity August 1	Principal Amount	Interest Rate	Yield	CUSIP ^{(1)†}
2016	\$	%	%	
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
20__				

\$ _____ % Term Current Interest Bonds due August 1, 20__ Yield _____ % CUSIP[†]
 \$ _____ % Term Current Interest Bonds due August 1, 20__ Yield _____ % CUSIP[†]

\$ _____ Capital Appreciation Bonds

Maturity (August 1)	Initial Principal Amount	Accretion Rate	Yield to Maturity	Maturity Amount	CUSIP [†]
20__					
20__					
20__					
20__					
20__					

* -Preliminary, subject to change.

† CUSIP[®] is a registered trademark of the American Bankers Association. CUSIP data is provided by CUSIP Global Services (CGS) which is managed on behalf of the American Bankers Association by S&P Capital IQ. CUSIP[®] data is not intended to create a database and does not serve in any way as a substitute for the CUSIP[®] Service Bureau. CUSIP[®] numbers are provided for convenience of reference only. The District and the Underwriter take no responsibility for the accuracy of such numbers

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¹⁾ CUSIP[®] is a registered trademark of the American Bankers Association. CUSIP data is provided by CUSIP Global Services (CGS) which is managed on behalf of the American Bankers Association by S&P Capital IQ. CUSIP[®] data is not intended to create a database and does not serve in any way as a substitute for the CUSIP[®] Service Bureau. CUSIP[®] numbers are provided for convenience of reference only. The Agency and the Underwriter take no responsibility for the accuracy of such numbers.

JURUPA UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

Sheryl Schmidt, *President*
Memo Mendez, *Clerk*
Linda Chard, *Board Member*
Robert Garcia, *Board Member*
Donna Johnston, *Board Member*

DISTRICT ADMINISTRATION

Elliott Duchon, *Superintendent*
Paula Ford, *Assistant Superintendent of Business Services*
Karen Russell, *Director of Fiscal Services*

PROFESSIONAL SERVICES

BOND COUNSEL/DISTRICT COUNSEL

Nixon Peabody LLP
Los Angeles, California

DISCLOSURE COUNSEL

McFarlin & Anderson LLP
Laguna Hills, California

FINANCIAL ADVISOR

Dolinka Group, LLC
Irvine, California

PAYING AGENT

Zions First National Bank
Los Angeles, California

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APPENDIX F – COUNTY OF RIVERSIDE OFFICE OF THE TREASURER TAX-
COLLECTOR STATEMENT OF INVESTMENT POLICY F-1

APPENDIX G – BOOK-ENTRY-ONLY SYSTEM G-1

No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representation with respect to the Bonds, other than as contained in this Official Statement, and if given or made, any such information or representation must not be relied upon as having been authorized by the District or the Underwriter. This Official Statement does not constitute an offer of any securities other than those described on the cover page or an offer to sell or a solicitation of an offer to buy nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale. This Official Statement is not to be construed as a contract with the purchasers of the Bonds.

Statements contained in this Official Statement which involve time estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. The information set forth herein has been furnished by the District, or other sources which are believed to be reliable. The Underwriter has provided the following sentence for inclusion in this Official Statement:

“The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.”

The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof.

This Official Statement is submitted in connection with the sale of securities referred to herein and may not be reproduced or be used, as a whole or in part, for any other purpose. All information for investors regarding the District and the Bonds is contained in this Official Statement. While the District maintains an internet website for various purposes, none of the information on such website is intended to assist investors in making any investment decision or to provide any continuing information with respect to the Bonds or any other bonds or obligations of the District.

In connection with offering the Bonds, the Underwriter may overallocate or effect transactions which stabilize or maintain the market prices of the Bonds at levels above those that might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriter may offer and sell the Bonds to certain securities dealers and dealer banks and banks acting as agent and others at prices lower than the public offering prices stated on the inside cover page hereof and said public offering prices may be changed from time to time by the Underwriter.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

S[PRINCIPAL AMOUNT]^{*}
JURUPA UNIFIED SCHOOL DISTRICT
(RIVERSIDE COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS, 2014 ELECTION, 2015 SERIES A

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of, and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page, inside cover and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of Bonds to potential investors is made only by means of the entire Official Statement.

This Official Statement, which includes the cover page, inside cover and appendices hereto, provides information in connection with the sale of Jurupa Unified School District General Obligation Bonds, 2014 Election, 2015 Series A (the "Bonds"), in the aggregate principal amount of \$[Principal Amount]. See "THE BONDS."

The District

The Jurupa Unified School District (the "School-District") was established in 1963 and is comprised of an area of approximately 44 square miles. The District is located in the western region of Riverside, County (the "County"), encompassing the City of Jurupa Valley, a portion of the City of Eastvale, and a small portion of ~~unincorporated area~~ the City of Riverside. The District is currently operating 16 elementary schools for grades K-6, three middle schools for grades 7-8, three comprehensive high schools for grades 9-12, one on-line high school, one continuation high school and a Learning Center that houses a community day school, an adult education program, an independent study program and other alternative programs. Enrollment in the District in Fiscal Year 2013-14 (for purposes hereof, the term "Fiscal Year" is utilized when followed by reference to a specific fiscal year) was 19,467 students in grades K-12, including students in the adult education and other alternative programs. Enrollment in grades K-12 in Fiscal Year 2014-15 is expected to be approximately 19,335 students in grades K-12, including students in the adult education and other alternative programs. For more complete information concerning the District, including certain financial information, see APPENDIX A – "Information Relating to the District's Operations and Budget." The District's audited financial statements for the Fiscal Year ~~ended~~ ending June 30, 2014, are included as APPENDIX B and should be read in their entirety.

Sources of Payment for the Bonds

The Bonds are general obligation bonds of the District payable solely from *ad valorem* property taxes levied and collected by the County on taxable property located within the boundaries of the District. The Board of Supervisors (the "Board of Supervisors") of the County has the power and is obligated to annually levy *ad valorem* taxes for the payment of the principal of Bonds, and the interest thereon, upon all property within the District subject to taxation by the District without limitation of rate or amount (except certain personal property which is taxable at limited rates). Although the County is obligated to levy an *ad valorem* tax for the payment of the Bonds ~~and to make timely payment of the principal of and interest on the Bonds when due and will maintain the Debt Service Fund (defined below) pledged to the repayment of the Bonds~~, the Bonds are not a debt of the County.

^{*} Preliminary, subject to change.

The District received authorization at an election held on November 4, 2014, by an affirmative vote of more than 55% of the votes cast by eligible voters within the District (the "Authorization") to issue not to exceed \$144,000,000 of general obligation bonds. The Bonds will be the first series of bonds sold under the Authorization. See "THE BONDS – Security" and "TAX BASE FOR REPAYMENT OF BONDS – *Ad Valorem* Property Taxation."

Purpose of Issue

The proceeds of the Bonds are authorized to be used to finance the construction of new facilities and renovation and improvement at existing schools and to pay costs of issuance of the Bonds, including premiums for the municipal bond insurance, if any. See "THE BONDS" and "PLAN OF FINANCE" herein.

Description of the Bonds

Bonds. The Bonds are being issued as current interest bonds ("Current Interest Bonds") and capital appreciation bonds (the "Capital Appreciation Bonds"), as further described herein.

Payments. The Current Interest Bonds will pay principal of the Current Interest Bonds on August 1 in each of the years and in the amounts set forth on the inside cover of this Official Statement. Interest on the Current Interest Bonds is payable semiannually on February 1 and August 1 of each year, commencing on August 1, 2015. The Capital Appreciation Bonds will not pay interest on a current, periodic basis but will accrete in value to their maturity amount (the "Maturity Amount") payable only at maturity on August 1 in each of the years and in the amounts set forth on the inside front cover hereof. The Capital Appreciation Bonds will be compounded on each February 1 and August 1 to maturity, commencing August 1, 2015. "Accreted Value" means with respect to any Capital Appreciation Bond as of any date of calculation, the sum of the initial issue amount thereof (the "Denominational Amount") and the interest accreted thereon to such date of calculation, compounded from the date of delivery at the stated accretion rate thereof on each February 1 and August 1, assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of twelve 30-day ~~month~~ months.

Registration. The Bonds will be issued in fully-registered form only, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), and will be available to actual purchasers of the Bonds (the "Beneficial Owners") in the denominations set forth on the cover page of this Official Statement, under the book-entry-only system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described in this Official Statement. Beneficial Owners will not be entitled to receive physical delivery of the Bonds. See "THE BONDS – Book-Entry-Only System" and APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM." In the event that the book-entry-only system described below is no longer used with respect to the Bonds, the Bonds will be registered in accordance with the Resolution (as defined below). See "THE BONDS – Registration, Transfer and Exchange of Bonds."

Denominations. The Current Interest Bonds will be delivered in denominations of \$5,000 and any integral multiple thereof, and the Capital Appreciation Bonds will be delivered within a Maturity Amount of \$5,000 and any integral multiple thereof.

Redemption. The Bonds are subject to optional redemption and mandatory sinking fund redemption prior to maturity. See "THE BONDS – Redemption."

Municipal Bond Insurance

The District has applied for municipal bond insurance for the scheduled payment of principal of or Maturity Amount and interest on the Bonds when due which, if purchased, would be issued concurrently with the delivery of the Bonds.

Potential Bond Insurer

In the event of a default in the payment of principal of or interest on the Bonds, when all or some becomes due, any Owner of a Bond may have a claim under any applicable municipal bond insurance policy (a "Policy") secured in connection with the Bonds. Any such Policy will not insure against redemption premium, if any, ~~with respect to~~ the Bonds. In the event that the provider of any such Policy (a "Bond Insurer") is unable to make payment of principal of or interest on the Bonds as such payments become due under such a Policy, the Bonds will be payable solely as otherwise described herein. In the event that any such Bond Insurer becomes obligated to make payments on the Bonds, no assurance can be given that such event would not adversely affect the market price of the Bonds or the marketability (liquidity) of the Bonds.

Authority for Issuance of the Bonds

The Bonds are issued pursuant to certain provisions of the State of California ("State") Constitution, the California Government Code ("Government Code") and the California Education Code ("Education Code"), and other applicable law, and pursuant to a resolution adopted by the Board on March __, 2015 (the "District Resolution"), and a resolution adopted by the County Board of Supervisors on April __, 2015 (the "Resolution"). See "THE BONDS – Authority for Issuance" herein.

Offering and Delivery of the Bonds

The Bonds are offered when, as and if issued, subject to the approval as to their legality by Nixon Peabody LLP, Bond Counsel. It is anticipated that the Bonds will be available for delivery through the facilities of DTC on or about [Closing Date], 2015.

Professionals Involved in the Bond Offering

Several professional firms have provided services to the District with respect to the sale and delivery of the Bonds. Nixon Peabody LLP, Bond Counsel, will deliver its legal opinion in substantially the form set forth in APPENDIX C. McFarlin & Anderson LLP, Laguna Hills, California, is serving as Disclosure Counsel to the District with respect to the Bonds. Nossaman LLP, Irvine, California, is serving as Underwriter's Counsel. Dolinka Group, LLC, Irvine, California, is serving as Financial Advisor ~~to the District~~. Zions First National Bank, Los Angeles, California, is acting as the initial Paying Agent with respect to the Bonds. The payment of fees and expenses of such firms with respect to the Bonds is contingent on the sale and delivery of the Bonds. The District's financial statements for the Fiscal Year ~~ended~~ ending June 30, 2014, have been audited by Nigro & Nigro, PC, Murrieta, California. See APPENDIX B – "AUDITED FINANCIAL STATEMENTS OF THE JURUPA UNIFIED SCHOOL DISTRICT FOR FISCAL YEAR ~~2013-14~~ ENDING JUNE 30, 2014."

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change. Copies of documents referred to herein and information concerning the Bonds are available from the Assistant Superintendent of Business Services, ~~the~~ Jurupa Unified School District, 4850 Pedley

Road, Jurupa Valley, California 92509, telephone number (951) 360-4168. The District may impose a charge for copying, mailing and handling.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. The summaries and references to documents, statutes and constitutional provisions referred to herein do not purport to be comprehensive or definitive, and are qualified in their entireties by reference to each of such documents, statutes and constitutional provisions.

The information from sources other than the District set forth herein has been obtained from sources which are believed to be reliable but it is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Exchange Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

All terms used in this Official Statement and not otherwise defined shall have the meanings given such terms in the Resolution.

THE BONDS

Authority for Issuance

The Bonds are issued and sold by the County in the name and on behalf of the District pursuant to the California Constitution, the Election, the Authorization, the District Resolution, the Resolution and the provisions of Education Code Sections 15100 *et seq.* and 15264 *et seq.*

Security

The Board of Supervisors of the County has the power to and is obligated to annually levy *ad valorem* taxes for the payment of the principal of and the interest on the Bonds upon all property within the District subject to taxation without limitation of rate or amount (except certain personal property which is taxable at limited rates). Such taxes will be levied annually in addition to all other taxes during the period that the Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due. Such taxes, when collected, will be deposited into the Debt Service Fund (the "Debt