

## **BOND COUNSEL AGREEMENT**

### **COMMUNITY FACILITIES DISTRICT NO. 2023-1 (SAGE CEDAR) OF THE CITY OF CHINO 2026 SPECIAL TAX BONDS**

THIS AGREEMENT, made as of this \_\_\_ day of June, 2026, by and between the CITY OF CHINO, a public body organized and existing under the laws of the State of California (herein the “City”) and STRADLING YOCCA CARLSON & RAUTH, a professional corporation (herein “Bond Counsel”):

#### **RECITALS :**

A. The City desires to issues bonds of Community Facilities District No. 2023-1 (Sage Cedar) of the City of Chino (the “District”) formed pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Division 2, Title 5 (commencing at Section 55312) of the Government Code of the State of California, to finance the acquisition and construction of certain capital improvements for the District; and

B. The City desires to retain Bond Counsel to do the necessary legal work hereinafter outlined, upon the terms and conditions hereinafter set forth, for financing the acquisition and construction of said capital improvements, and to act as disclosure counsel (“Disclosure Counsel”) upon the terms described below; and

C. Bond Counsel represents that it is ready, willing and able to perform said legal work;

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants, terms and conditions herein contained, the parties agree as follows:

#### **I. Bond Counsel Services**

1. The City retains Bond Counsel to provide and Bond Counsel will provide legal services in connection with the issuance of bonds by the District in connection with the financing described above (hereinafter called “Bonds”).

The work shall include for the District, but not be limited to, the drafting of all resolutions, notices and documents relating to the issuance of Bonds and the rendering of a legal opinion (hereinafter called “the opinion”) pertaining to the issuing of the Bonds to the effect that:

- (a) The Bonds have been properly authorized and issued and are valid and binding obligations;
- (b) The essential sources of security for the Bonds have been legally provided;
- (c) All interest on the Bonds is exempt from federal and State income taxation; and

Bond Counsel's services will also include compiling a sufficient record justifying the opinion by:

- (a) Researching applicable laws relating to the proposed Bond issue;
- (b) Participating with any financial advisors, underwriters or other experts retained by the City in structuring the issuance of the Bonds;
- (c) Supervising and preparing documentation of all steps to be taken through the issuance of the Bonds including:
  - (i) Assisting in planning of the financing schedule;
  - (ii) Drafting all resolutions, notices, trust agreements, and other legal documents required for the financing, and all other basic documents relating to the security of the Bonds, in consultation with City, its counsel, financial advisors, underwriters and other experts;
  - (iii) Assisting in the preparation of the official statement and supporting documentation relating to the offering for sale of the Bonds;
  - (iv) Reviewing the bond purchase contract and participating in the related negotiations;
  - (v) Attending informational meetings and other conferences scheduled by the City, the financial advisors or the underwriter;
  - (vi) Consulting with prospective purchasers, their legal counsel and rating agencies, if any;
  - (vii) Consulting with counsel to City concerning any legislation or litigation during the course of the financing;
  - (viii) Consulting with the trustee, if any, and counsel to the trustee;
  - (ix) Preparing the form of the Bonds, and supervising their production or printing, signing, authentication and delivery;
  - (x) Rendering the final approving opinion as to the validity of the Bonds for use and distribution upon their issuance; and
  - (xi) Preparing transcripts of the proceedings.

2. City agrees to accept and Bond Counsel agrees to provide the aforementioned services primarily through Bradley R. Neal and Carol Lew.

3. For the services to be rendered, the City agrees to pay a fee of \$50,000. Said fee shall be paid upon the successful sale of the Bonds to which it relates and shall be payable from the Bond proceeds.

4. In the event Bond Counsel is requested to perform additional work outside of its services as Bond Counsel, such as registration of the Bonds in States other than California (Blue Sky), litigation or other work, Bond Counsel will be paid additional compensation therefor at the customary hourly rate of the attorney performing such services; provided, however, there shall be no additional compensation due Bond Counsel under this paragraph without the prior approval of City.

5. In addition to the foregoing, Bond Counsel shall be reimbursed by City for the actual cost, excluding any indirect cost, such as Bond Counsel's overhead, of any out-of-pocket expenses reasonably incurred by Bond Counsel in the course of this employment, such as reproduction and printing costs, filing fees, express mail, long distance telephone calls, travel, messenger services and other document delivery services, and similar items of expense incurred by Bond Counsel. Said costs will be paid at closing based upon the estimated costs incurred to date of closing and to be incurred after closing. In the event Bonds are not issued and the proceedings are abandoned, the above costs shall be paid following the abandonment. Notwithstanding the foregoing, such costs shall not exceed \$3,000.

6. It is recognized by the parties that Bond Counsel may, from time to time, have clients with interests adverse to City. Bond Counsel reserves the right to represent said clients except on matters relating to the issuance and sale of the Bonds.

7. As a matter of disclosure required by State Law, Bond Counsel hereby represents that it carries malpractice insurance.

## **II. Disclosure Counsel Services**

### *1. Scope of Services*

City hereby retains Disclosure Counsel to act as disclosure counsel in connection with the issuance of the Bonds. Disclosure Counsel will: (1) prepare the Preliminary Official Statement, final Official Statement and Continuing Disclosure Agreement for the Bonds, (2) render to the City and Raymond James & Associates, Inc. (the "Underwriter") as the purchaser of the Bonds an opinion to the effect that (a) the Bonds are exempt from the registration requirements of the Securities Act of 1933, as amended, and the Bond Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended, and (b) based upon the information made available to Disclosure Counsel in the course of its participation in the preparation of the Official Statement and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement, but based on the basis of its participation in conferences with representatives of the City, the City Attorney, the Underwriter and others, and its examination of certain documents, nothing has come to its attention which would lead it to believe that the Official Statement, as of its date and as of the date of issuance of the Bonds, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any appendices and any other financial and statistical data contained in the Official Statement); and (3) attend meetings with City staff, the Underwriter or other experts retained by City in structuring the sale, execution and delivery of the Bonds;

2. *Special Services*

Special Services are defined as services in addition to the scope of the services defined in Section II(1) under Disclosure Counsel Services. Special Services will include, but not be limited to, services rendered after the issuance of the Bonds, such as work related to future disclosure service; litigation; amendment of bond documents or agreements; and special studies or analyses. Special Services shall be undertaken only at the request of the City Manager.

3. *Contract Administration*

This contract shall be administered by the City Manager or his designee. The City Manager, or his designee, will provide overall coordination and guidance of the services to be performed hereunder and will address policy issues as necessary and appropriate.

4. *Assignment of Named Individuals*

City agrees to accept, and Disclosure Counsel agrees to provide, the aforementioned services primarily through Bradley R. Neal. City reserves the right to review and approve all staff changes proposed by Disclosure Counsel which will affect key personnel and positions assigned to provide services to City under this Agreement. City's approval of such staff changes shall not be unreasonably withheld.

5. *Compensation*

- (a) For the services to be rendered under Section II(1) of Disclosure Counsel Services, City agrees to pay Disclosure Counsel for each series a fee of \$25,000.
- (b) For the satisfactory performance of the Special Services specified in Section (2) of Disclosure Counsel Services, City shall pay Disclosure Counsel as compensation a fee based upon the actual hours spent by Disclosure Counsel. Rates for Special Services of Disclosure Counsel shall be paid by City in accordance with Exhibit A attached hereto and incorporated herein.
- (c) All fees to be paid to Disclosure Counsel by City for services rendered under Section II(a) of Disclosure Counsel Services are to be billed upon the sale, execution and delivery of the series of Bonds to which it relates and will be payable from Bond proceeds.
- (d) In addition to the fees set forth in (a) and (b) above, Disclosure Counsel shall be reimbursed by City for the actual cost of any out-of-pocket expenses reasonably incurred by Disclosure Counsel in the course of its employment, such as document reproduction, overnight delivery and messenger charges, telecommunications charges, printing costs, filing fees, long-distance telephone calls, travel at the request of City, and similar items of expense incurred by Disclosure Counsel with respect to third parties who are not parties to this Agreement. The expenses shall be paid from Bond proceeds, unless the sale of the Bonds is abandoned in which case, expenses shall be paid by City following abandonment of the issuance of the Bonds.

6. *Notices*

All notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to City or Bond/Disclosure Counsel at the addresses below, or at any other address City or Bond/Disclosure Counsel shall provide in writing to each other:

(a) If to City:

City of Chino  
City Manager  
13220 Central Avenue  
Chino, CA 91710

(b) If to Bond/Disclosure Counsel:

Bradley R. Neal, Esq.  
Stradling Yocca Carlson & Rauth  
660 Newport Center Drive, Suite 1600  
Newport Beach, CA 92660-6441

7. *Assignment*

- (a) No part of this Agreement or any right or obligation arising from it is assignable without City's written consent.
- (b) Any attempt by Bond/Disclosure Counsel to assign or subcontract services relating to this Agreement without City's consent shall constitute a material breach of this Agreement.
- (c) However, Bond/Disclosure Counsel may retain consultants and experts as Bond/Disclosure Counsel deems appropriate after receiving City's written approval.

8. *Consent to Other Representations*

Disclosure Counsel and Bond Counsel have advised City that Disclosure Counsel and Bond Counsel act as legal counsel to the Underwriter on matters unrelated to the Bonds. City hereby consents to Disclosure Counsel's and Bond Counsel's representation of (a) the Underwriter on financings other than the Bonds; and (b) other underwriters who may be engaged by City from time to time (but not in matters related to any financing in which Bond/Disclosure Counsel has been retained by City or in matters adverse to City). City acknowledges that Disclosure Counsel and Bond Counsel are providing notice of their representation of the Underwriter pursuant to Rule 3-310 of the California Rules of Professional Conduct.

9. *Termination*

This Agreement may be terminated without cause by City or Bond/Disclosure Counsel upon thirty (30) days' advance written notice to the other party or may be terminated immediately by City upon determination of non-compliance by Bond/Disclosure Counsel with the terms of this Agreement.

Such notification shall state the effective date of the termination of this Agreement and, if done by City for cause, shall state the reason(s) for the termination.

Upon receiving a notice of termination, Bond/Disclosure Counsel shall take immediate steps to reduce the incurrence of costs. Bond/Disclosure Counsel shall be entitled to payment for all satisfactory work performed and all uncancellable obligations allowable under the terms of this Agreement incurred up to the effective date of termination in an amount based on the hourly rates set forth in Exhibit A, but, not to exceed the amount allowable under this Agreement. In addition, all documents and materials relating to this Agreement, produced by Bond/Disclosure Counsel, and/or obtained by it or on behalf of City shall, at the option of City, become the property of City.

10. *Complete Agreement*

This Agreement shall constitute the complete and exclusive statement of understanding between City and Bond Counsel and Disclosure Counsel which supersedes all previous written or oral agreements, and all prior communications between the parties.

IN WITNESS WHEREOF, as of the date first hereinabove written, City has caused this instrument to be executed by the City Manager and the City Clerk of the City of Chino, and Bond Counsel and Disclosure Counsel have caused this instrument to be executed on its behalf and in its name by an authorized officer of Bond/Disclosure Counsel.

CITY OF CHINO

By: \_\_\_\_\_  
City Manager of the City of Chino

ATTEST:

\_\_\_\_\_  
City Clerk of the City of Chino

STRADLING YOCCA CARLSON & RAUTH,  
a Professional Corporation

By: Bradley K. Neal  
Bradley K. Neal

**EXHIBIT A**  
**RATES FOR SPECIAL SERVICES**

Shareholders	\$550.00
Associates	\$290.00
Paralegals	\$170.00