KERN COUNTY / Administrative Office

Nancy Anderson
COUNTY ADMINISTRATIVE OFFICER

November 10, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

PROPOSED AGREEMENT WITH STRADLING YOCCA CARLSON & RAUTH FOR SPECIAL AND DISCLOSURE COUNSEL SERVICES
Fiscal Impact: $96,500; General Fund; Not Budgeted; Discretionary

The County Administrative Office is requesting your Board approve the agreement with Stradling Yocca Carlson & Rauth (SYCR) for special and disclosure counsel services.

Your Board previously authorized the County Administrative Office to develop a funding plan including evaluating funding scenarios to support the construction of a new animal shelter facility. This proposed agreement represents the next step in the process of securing financing to cover a portion of the costs for construction of the facility. The County's financial team will work with SYCR and a municipal advisor to prepare any required documentation for the financing. This request does not create any obligation that the County undertake any specific future financing actions. The detailed financing documentation will be presented for your Board's consideration at a later meeting.

The County worked with the municipal advisor to conduct an RFP for these special and bond disclosure counsel services. SYCR was selected based on a history of satisfactory performance of these services, a thorough understanding of Kern County financing practices and needs, and agreeable pricing.

The County Administrative Office has negotiated the attached proposed agreement for special and disclosure counsel services with SYCR. SYCR has previously successfully worked with the County on numerous financings. The scope of services includes, but is not limited to, performing due diligence necessary to prepare the County's disclosure documents, preparation of all necessary legal documents for the financing, and assisting in the preparation of an official statement. The proposed agreement provides compensation in an amount not to exceed $95,000 for a public sale transaction and includes the reimbursement of expenses in an amount not to exceed $1,500. The combined total not to exceed amount is $96,500. The proposed agreement has been approved as to form by County Counsel.

Therefore, IT IS RECOMMENDED that your Board approve and authorize the Chairman to sign the agreement with Stradling Yocca Carlson & Rauth for special and disclosure counsel services in an amount not to exceed $96,500.

Sincerely,

Nancy Anderson

Nancy Anderson
County Administrative Officer

Attachment

NA/KA: BUDFIS Stradling Special and Disclosure Counsel Agreement

Docusign Envelope ID: 10944F69-1324-8221-81EA-46D60B52B6DE

AGREEMENT FOR SPECIAL COUNSEL AND DISCLOSURE COUNSEL SERVICES FOR 2026 Animal Shelter Facility Financing (County – Stradling Yocca Carlson & Rauth)

THIS AGREEMENT FOR SPECIAL COUNSEL AND DISCLOSURE COUNSEL SERVICES is made on this _____ day of _____, 2026, by and between the COUNTY OF KERN, a political subdivision of the State of California (the "COUNTY"), and STRADLING YOCCA CARLSON & RAUTH LLP, with its principal place of business in California located at 660 Newport Center Drive, Suite 1600, Newport Beach, California 92660 (the "ATTORNEYS") (hereinafter COUNTY or ATTORNEYS may be referred to collectively as "parties" and individually as the "party").

WHEREAS, pursuant to section 31000 of the California Government Code, COUNTY is authorized to enter into contracts for the professional services contemplated herein; and

WHEREAS, the County Administrative Officer has deemed that it is necessary for COUNTY to engage special counsel and disclosure counsel to assist it with the financing of a new animal shelter facility (the "2026 Animal Shelter Facility Financing") and the other necessary services incidental thereto; and

WHEREAS, the COUNTY does not possess legal expertise in this area; and

WHEREAS, ATTORNEYS represent that they are qualified by training and experience to perform the services contemplated by this Agreement; and

WHEREAS, the County Administrative Officer desires to retain the services of ATTORNEYS to assist COUNTY with respect to the 2026 Animal Shelter Facility Financing and other matters related hereto as more particularly described herein (the "Financing") on the terms and conditions set forth herein below.

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

I. ATTORNEYS' Services

ATTORNEYS shall act as COUNTY's Special Counsel and Disclosure Counsel in connection with the Financing. ATTORNEYS shall render those services which are considered standard when engaged in both the role of Special Counsel and that of Disclosure Counsel, including the following services:

A. Attend meetings and phone calls of COUNTY's internal financing team and COUNTY's Municipal Finance Consultant as requested by COUNTY.

B. Prepare the Preliminary Official Statement, final Official Statement describing the 2026 Animal Shelter Facility Financing, the security therefor,

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and other related matters, such preparation to include distribution of necessary drafts and revisions to the financing working group and other parties as requested by COUNTY. Prepare and distribute a "deemed final" certificate to the COUNTY. Assist in corresponding with the Official Statement printer, if any, to facilitate printing of the Preliminary Official Statement and the final Official Statement. Provide a copy of the final Official Statement in electronic form after the closing of the Financing.

C. In cooperation with the COUNTY, assist the County in the preparation of the disclosure documents in compliance with all applicable securities laws. Deliver a "10b-5 opinion" to the COUNTY and the purchaser or Underwriter.

D. Coordinate and cooperate with COUNTY and its Municipal Finance Consultant in connection with legal matters pertaining to the 2026 Animal Shelter Facility Financing.

E. Prepare necessary legal documents for the authorization, issuance and sale of the 2026 Animal Shelter Facility Financing, including the COUNTY'S resolution setting forth the terms and conditions of the 2026 Animal Shelter Facility Financing, their form, date, denominations and maturity, and give instructions and advice in connection with the foregoing with respect to compliance with all applicable laws, including federal, State and tax laws.

F. Review proofs of appropriate 2026 Animal Shelter Facility Financing documents, prepare the final closing papers, including the Tax and Nonarbitrage Certificate and organize and conduct the closing.

G. Upon due and proper completion of the proceedings, provide a legal opinion (subject only to customary qualifications) of ATTORNEYS' office approving the legality of all proceedings in relation to the Financing, and other transactions relating to said Financing conducted pursuant to ATTORNEYS' advice, and the opinion of ATTORNEYS that the interest on the certificates evidencing the 2026 Animal Shelter Facility Financing is exempt from taxation by the United States of America and from personal income taxes imposed by the State of California under existing statutes, and court decisions. Said opinions shall be addressed to the COUNTY as the ATTORNEYS' client.

H. Render a supplemental opinion to the Underwriters, which shall state that such party may rely upon ATTORNEY'S Special Counsel opinion addressed to the County to the same extent as if such opinion was addressed to them.

I. Such other legal services as may be incidental to the foregoing, including, but not limited to, assisting and advising COUNTY regarding a credit rating for the 2026 Animal Shelter Facility Financing.

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Retention of ATTORNEYS to perform the services listed above is based in part on the particular professional expertise of the individuals that will render the services. COUNTY looks to Kevin Civale, Esq. and Vanessa Legbandt to assume direct responsibility for successful completion of ATTORNEYS' duties.

II. Term of Agreement

This Agreement is effective as of the date first hereinabove written and, except as otherwise provided herein, shall terminate upon the successful performance of ATTORNEYS' services upon the successful completion of the closing of the Financing.

III. Compensation

A. A fee of Ninety-Five Thousand Dollars ($95,000) shall be due and payable to ATTORNEYS upon the closing of the 2026 Animal Shelter Facility Financing. Notwithstanding the foregoing, said fees are not contingent upon the closing of the Financing. In the event that the Financing does not close, ATTORNEYS shall be paid upon the submission of ATTORNEYS written invoice to the County Administrative Officer.

IV. Reimbursable Expenses

ATTORNEYS' compensation under Article III hereinabove does not include the purchase of statistical debt reports for inclusion in the Operating Statement. ATTORNEYS shall be reimbursed by COUNTY for expenses incurred by ATTORNEYS for purchase of said reports. Such expenses are to be reimbursed in arrears, upon proof of incurrence satisfactory to the County Administrative Officer.

In no event shall ATTORNEYS be reimbursed for said expenses in an amount in excess of one-thousand five-hundred dollars ($1,500).

The total reimbursable fees for ATTORNEYS' said expenses under Article IV shall not exceed one thousand five hundred dollars ($1,500).

V. Other Costs and Expenses

The total amount for ATTORNEYS' services, expenses, fees and costs under this Agreement shall not exceed Ninety-Six Thousand Five Hundred dollars ($96,500).

Other than those expenses described in Article IV hereinabove, ATTORNEYS' fees referred to in Article III above shall include ATTORNEYS' costs and expenses. Other than those expenses described in Article IV hereinabove, ATTORNEYS shall not be reimbursed for their costs and expenses incurred hereunder.

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VI. Indemnification and Hold Harmless

ATTORNEYS shall indemnify and hold harmless COUNTY and its Board of Supervisors, officers, agents and employees, and each of them, from and against all claims, losses, damages, injuries and liability for damages arising from the errors, omissions or negligence of ATTORNEYS, their agents, officers or employees, and each of them, in their performance or nonperformance of their services under this Agreement, to the extent such errors, omissions or negligence have been finally determined by a court of applicable jurisdiction. Acceptance of any insurance certificates required under this Agreement does not relieve ATTORNEYS from liability under this indemnification and hold harmless section.

VII. Insurance

At ATTORNEYS' sole cost and expense, ATTORNEYS shall obtain and keep in force at all times during ATTORNEYS' performance of services under this Agreement the following insurance:

A. Commercial General Liability Insurance - A combined single-limits Commercial General Liability Insurance policy including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the COUNTY), Personal Injury (including bodily injury and death), and Property Damage for liability arising out of ATTORNEYS' performance of work under this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars ($1,000,000) each occurrence, and shall contain the following endorsements:

1. Name COUNTY, the COUNTY's Supervisors, officials, officers, agents and employees as additional insureds; and

2. Provide that said insurance may not be canceled or reduced without thirty (30) days prior written notice to the COUNTY.

B. Workers' Compensation Insurance - Workers Compensation and Employers Liability Insurance with limits of one million dollars ($1,000,000) for bodily injury or disease. The Workers' Compensation Insurance policy shall contain an endorsement which provides that said insurance may not be canceled or reduced without thirty (30) days' prior written notice to COUNTY.

C. Professional Liability Insurance – Professional Liability Insurance with coverage equal to the policy limits, which shall not be less than ten million dollars ($10,000,000) per occurrence and aggregate, and shall be endorsed

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as follows:

1. Provide that said insurance may not be canceled or reduced without thirty (30) days prior written notice to the COUNTY.

2. All insurance shall be issued by companies authorized to transact business in the State of California and which hold a Best's Rating of at least "A-, VII". Any exception to these requirements must be approved by the COUNTY Risk Manager.

3. If any of the insurance coverages required under this Agreement is written on a claims-made basis, ATTORNEYS, at ATTORNEYS' option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; or (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement.

D. If ATTORNEYS are, or become during the term of this Agreement, self-insured or a member of a self-insurance pool, ATTORNEYS shall provide coverage equivalent to the insurance coverages and endorsements required above. The COUNTY will not accept such coverage unless the COUNTY determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by ATTORNEYS is equivalent to the above-required coverages.

E. All insurance afforded by ATTORNEYS pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the COUNTY. All policies shall waive any right of recovery (waiver of subrogation) against the COUNTY.

F. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve ATTORNEYS for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

Upon the County Administrative Officer's request, ATTORNEYS shall file with the County Administrative Officer all necessary certificate(s) which indicate that the above-described insurances are in full force and effect. The required insurance coverage shall be maintained by ATTORNEYS for the period from the execution of this Agreement until the expiration of this Agreement.

VIII. Conflict of Interest

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It is recognized that ATTORNEYS may have clients who may from time to time have interests adverse to those of the COUNTY and that ATTORNEYS reserve the right to represent such clients in matters not connected with the matters addressed herein. ATTORNEYS agree to inform the COUNTY in writing should a conflict occur.

IX. Cancellation

This Agreement may be canceled by the COUNTY by giving ATTORNEYS thirty (30) days prior written notice thereof. All notices shall be deemed to be delivered five (5) days after being deposited with the U.S. Postal Service, postage prepaid and addressed as follows:

To COUNTY:

County Administrative Office
Attn: Alex Alva
1115 Truxtun Avenue, 5th Floor
Bakersfield, CA 93301

To ATTORNEYS:

Stradling Yocca Carlson & Rauth LLP
Attn: Kevin Civale, Esq.
500 Capitol Mall, Suite 1120
Sacramento, CA 95814

X. Venue

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the COUNTY and ATTORNEYS agree that the proper venue for such action is the Superior Court of the State of California, in and for the County of Kern.

XI. Assignment

ATTORNEYS shall not assign or transfer this Agreement or any part hereof without the prior written consent of the COUNTY.

XII. Representations and Warranties

ATTORNEYS covenant, represent and warrant that they have read and are familiar with the provisions of California Government Code sections 1090 et seq. and 87100 et seq; and neither this Agreement, any duties or obligations hereunder, nor the intentions or expectations of COUNTY shall cause ATTORNEYS to be a "public official" or "participating in a governmental decision" as those terms are used in California Government Code sections 1090 and/or 87100. ATTORNEYS further covenant, represent and warrant that they will not now or any time in the future take any action or cause any action to be taken which would violate or cause to be violated the conflict of interest provisions set forth in California Government Code sections 1090 et seq. or 87100, as amended.

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XIII. Independent Contractor

It is expressly understood that in the performance of services herein provided for, ATTORNEYS shall be, and are, independent contractors and are not employees of COUNTY. ATTORNEYS shall be solely responsible for all matters relating to the payment of its employees, including compliance with withholding for all federal, State, local and Social Security taxes.

XIV. Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a written modification signed by the party to be charged.

XV. No Political/Religious Activity

No person performing any service or providing any goods designated under this Agreement shall participate in any political or religious activity on COUNTY time or in any manner involving the use of COUNTY property or expenditure of public funds nor conveying the implication of COUNTY endorsement or support for a candidate for local, state, or federal office. Notwithstanding the foregoing, nothing in this Agreement shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Agreement.

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IN WITNESS WHEREOF, as of the date first hereinabove written, the COUNTY has caused this Agreement to be executed on its behalf and in its name by the Chairman of the Board of Supervisors, County of Kern; and ATTORNEYS have caused this Agreement to be executed on its behalf and in its name by Kevin Civale, a partner, both of whom are authorized to sign this Agreement for their respective organizations.

APPROVED AS TO CONTENT:
County Administrative Office

Signed by:
By Nancy Anderson
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County Administrative Officer

COUNTY OF KERN

By _____

Chairman
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM:
Office of County Counsel

Signed by:
By kelli M. king
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Deputy County Counsel

Stradling Yocca Carlson & Rauth LLP

Signed by:
By kevin Civale
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Kevin Civale, Esq., Partner

"ATTORNEYS"