



Stradling Yocca Carlson & Rauth LLP  
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**Brian P. Forbath**  
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January 12, 2026

Lincoln Bogard, MAcc, CPA, CFE  
Finance Director  
City of Coachella  
53990 Enterprise Way  
Coachella, CA 92236

Dear Mr. Bogard:

We thank you for the opportunity to continue our relationship with the City of Coachella (the “City”), and the opportunity to serve as bond and disclosure counsel to the City in connection with its formation of the City of Coachella Electric Financing Authority (“Formation Services”) and the implementation of a surcharge on electrical power provided by Imperial Irrigation district within the City (the “Surcharge”) and other general public finance work (“Other Finance Services” and together with Formation Services the “Services”)

This letter is a supplement to our letter dated January 12, 2026, including the Terms of Retention (the “Master Terms of Retention”) set forth therein (collectively, the “Master Engagement Letter”). Except as expressly provided in this letter, the terms of the Master Engagement Letter will apply to the transaction and our Firm’s representation in connection therewith contemplated by this letter as if the same were herein set forth at length. Unless otherwise confirmed in writing, the terms of the Master Engagement Letter, as supplemented by this letter, including the attached Terms of Retention (Formation Services and Other Finance Services), will govern our representation of you.

We are attaching our normal Terms of Retention with respect to ongoing Services, which are supplemental to the Master Terms of Retention. Such Terms of Retention are an integral part of our retention agreement. If the Master Engagement Letter, as supplemented by this letter, including the attached Terms of Retention, accurately reflects your understanding of our relationship, please acknowledge your approval and acceptance of these terms by signing and returning this letter to me. Copies of each are enclosed for your files. I would be pleased to answer any questions you might have.

Very truly yours,

STRADLING YOCCA CARLSON & RAUTH LLP

Brian P. Forbath

Enclosure

The undersigned hereby agrees that the terms and conditions in Master Engagement Letter, as supplemented by this letter, including the attached Terms of Retention, shall apply to services rendered by Stradling Yocca Carlson & Rauth LLP.

CITY OF COACHELLA

By: \_\_\_\_\_  
Finance Director

**TERMS OF RETENTION (FORMATION AND OTHER FINANCE SERVICES)  
OF  
STRADLING YOCCA CARLSON & RAUTH LLP**

1. **Master Terms of Retention set forth in Master Engagement Letter.** Except as expressly provided in this letter, the terms of the Master Terms of Retention will apply to the transaction and our Firm's representation contemplated by this letter as if the same were herein set forth at length.

2. **Fees and Costs.** Stradling Yocca Carlson & Rauth LLP (the "Firm") is compensated for its services based primarily on the value of the services and the time spent performing them. Such compensation may include the time spent on client conferences, travel, research, drafting documents, and other activities. The amount of fees charged on a statement is determined by the hours expended by the different attorneys and other professional personnel involved and the applicable rates.

Work in connection with formation of the City of Coachella Electric Financing Authority and the implementation of the Surcharge will be charged on an hourly rate basis. A schedule of the hourly rates applicable to attorneys expected to work on City matters is attached as Exhibit A. Such rates may change from time-to-time but no increases in excess of 2% per annum shall be implemented without the written consent of the City Manager. Notwithstanding the forgoing, bond and disclosure counsel services with respect to the issuance of any bonds will be billed at fixed fees set forth in a future supplement to this letter payable contingent upon the closing of the transaction.

The firm also charges for various costs such as copying, telephone charges, computerized legal research, word processing and/or other computer time, overtime costs, messenger services, travel, filing fees and other costs. Bills for some costs are passed on directly, such as bills for certified shorthand reporters, technical consultants, and other professional fees.

3. **Client Communication.** You hereby designate Lincoln Bogard, Finance Director, to act on your behalf for this matter, and you authorize us to communicate with, and receive directions from, that person and any other person that you may designate in the future.

4. **Authority to Sign.** The person signing this letter on behalf of the City represents that he or she has the full right and authority to do so, and to fully commit and bind the City to this engagement letter.

5. **Firm Not Providing Financial Advice.** The Firm is not a registered municipal advisor and does not provide financial advisory services or otherwise provide financial advice to Firm clients. We understand that your registered municipal advisor will be providing financial advisory services to you with respect to the ongoing finance matters.

6. **Representation of Imperial Irrigation District.** The Firm has from time to time served as bond and disclosure counsel to the Imperial Irrigation District.

7. **Miscellaneous.** The Master Engagement Letter, as supplemented by this letter, sets forth the entire agreement between you and the Firm, and there is no other or additional

understanding between you and the Firm on these subjects. This agreement supersedes any prior agreements or representations, written or oral, between you and the Firm on these subjects. Any modification or amendment to this agreement must be in a writing signed by you and the Firm. This agreement shall be governed by California law without reference to its conflict of law principles. If any provision of this agreement is found to be invalid or unenforceable, that provision shall be deemed modified or removed so that it is valid and enforceable to the fullest extent of the law, and the other provisions of this agreement shall be unimpaired.

8. **Primary Attorneys.** The primary attorneys with responsibility for this representation will be Brian Forbath and Jake Ediger. The parties agree that the Firm is being retained based on the unique skill, experience, and expertise of Brian Forbath and Jake Ediger and no change will be made in the primary attorneys without the prior, written consent of the City. The Firm will not substitute another primary attorney without the prior, reasonable, approval of the City.

**2026 DISCOUNTED RATES**

<b>PARTNERS</b>	<b>2026 RATE</b>
BRIAN FORBATH	\$680.00
CAROL LEW	\$680.00
SENIOR PARTNER	\$680.00
JUNIOR PARTNER	\$630.00
<b>ASSOCIATES</b>	<b>2026 RATE</b>
SENIOR ASSOCIATES	\$450.00
JUNIOR ASSOCIATES	\$385.00

**ALL PARALEGALS ARE AT \$195.00/HOUR**