

[§ _____]
**LOS ANGELES COUNTY SANITATION DISTRICTS
FINANCING AUTHORITY REVENUE BONDS,
2022 SERIES A (SRF LOANS REFUNDING)**

[_____], 2022

BOND PURCHASE AGREEMENT

Los Angeles County Sanitation
Districts Financing Authority
P.O. Box 4998
Whittier, California 90607-4998

County Sanitation Districts Nos.
1, 2, 3, 5, 8, 15, 16, 17, 18, 19, 21, 22,
23, 28, 29, 34 of Los Angeles County
and South Bay Cities Sanitation District
of Los Angeles County
P.O. Box 4998
Whittier, California 90607-4998

Ladies and Gentlemen:

The undersigned, BofA Securities, Inc., (the “Representative”), acting on behalf of itself and J.P. Morgan Securities LLC (collectively, the “Underwriters”), hereby offers to enter into this Bond Purchase Agreement with the Los Angeles County Sanitation Districts Financing Authority (the “Authority”) and each of the County Sanitation Districts Nos. 1, 2, 3, 5, 8, 15, 16, 17, 18, 19, 21, 22, 23, 28, 29, 34 of Los Angeles County and South Bay Cities Sanitation District of Los Angeles County (collectively, the “Participating Districts” and each individually, a “Participating District”), which, upon the Authority’s and the Participating Districts’ acceptance hereof, will be binding upon the Authority, the Participating Districts and the Underwriters. This offer is subject to the written acceptance of this Bond Purchase Agreement by the Authority and the Participating Districts and the delivery of such acceptance to the Underwriters at or prior to 9:00 P.M, Los Angeles time, on the date hereof. This offer is subject to withdrawal by the Underwriters upon notice delivered to the Authority at any time prior to acceptance hereof by the Authority and the Participating Districts.

SECTION 1. Upon the terms and conditions and upon the basis of the representations and warranties set forth herein, the Underwriters, jointly and severally, hereby agree to purchase from the Authority for offering to the public, and the Authority hereby agrees to sell to the Underwriters for such purpose, all (but not less than all) [§ _____] aggregate principal amount of the Authority’s Revenue Bonds, 2022 Series A (SRF Loans Refunding) (the “2022 Bonds”). The purchase price of the 2022 Bonds shall be [§ _____] (representing the

principal amount of the 2022 Bonds, plus an original issue premium of [\$ _____] and less Underwriters' discount of [\$ _____].

SECTION 2. Pursuant to the authorization of the Authority and the Participating Districts, the Underwriters have previously distributed copies of the Preliminary Official Statement dated [_____, 2022], relating to the 2022 Bonds, which, together with the cover page, the appendices thereto and all information incorporated therein by reference, is herein called the "Preliminary Official Statement." The Authority and the Participating Districts confirm that the Preliminary Official Statement was "deemed final" as of the date thereof, for purposes of Securities and Exchange Commission Rule 15c2-12 ("Rule 15c2-12"), except for certain information permitted to be omitted by that Rule. By acceptance of this Bond Purchase Agreement, the Authority and the Participating Districts hereby ratify the use by the Underwriters of the Preliminary Official Statement, and the Authority and the Participating Districts agree to execute a final official statement relating to the 2022 Bonds (the "Official Statement") which will consist of the Preliminary Official Statement with only such changes and amendments as are necessary to reflect the sale of the 2022 Bonds or as otherwise approved by the Underwriters, and the Authority and the Participating Districts agree to provide copies of the Official Statement to the Underwriters as set forth in Section 7 below. The Authority and the Participating Districts hereby authorize the Underwriters to use and promptly distribute, in connection with the offer and sale of the 2022 Bonds, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The Authority and the Participating Districts further authorize the Underwriters to use and distribute, in connection with the sale of the 2022 Bonds, this Bond Purchase Agreement and all information contained herein, all other documents, certificates and statements furnished by or on behalf of the Authority or the Participating Districts to the Underwriters in connection with the transactions contemplated by this Bond Purchase Agreement. In order to assist the Underwriters in complying with Rule 15c2-12, the Authority and the Participating Districts will provide annual financial information and notices of the occurrence of specified events pursuant to the Continuing Disclosure Agreement dated as of [_____, 2022] by and among the Authority and U.S. Bank National Association (the "Trustee"), as trustee and dissemination agent (the "2022 Continuing Disclosure Agreement"), a form of which is contained in the Preliminary Official Statement and Official Statement.

SECTION 3. The 2022 Bonds shall be as described in Schedule I hereto and in the Official Statement and shall be issued under and pursuant an Indenture, dated as of [_____ 1, 2022], by and between the Authority and the Trustee (the "2022 Indenture"). Pursuant to a Joint Acquisition Agreement dated as of [_____ 1, 2022], by and among the Participating Districts and the Authority (the "2022 Joint Acquisition Agreement"), each of the Participating Districts agrees to purchase from the Authority improvements to its sewerage system described in the 2022 Joint Acquisition Agreement. Capitalized terms used but not defined in this Bond Purchase Agreement shall have the respective meanings ascribed thereto in the 2022 Indenture or the 2022 Joint Acquisition Agreement, as applicable.

SECTION 4. A portion of the proceeds of the sale of the 2022 Bonds will be used to prepay the State Loans. The remaining portions of the proceeds of the 2022 Bonds shall be used to pay certain costs of issuance for the 2022 Bonds, all as more fully described in the Official Statement.

SECTION 5. The 2022 Indenture, the 2022 Joint Acquisition Agreement and the 2022 Continuing Disclosure Agreement are hereinafter sometimes collectively referred to as the “Legal Documents”.

SECTION 6. The Underwriters intend to make an initial bona fide public offering of all the 2022 Bonds at not in excess of the respective initial public offering prices (or yields) set forth in Schedule I hereto and on the cover page of the Official Statement. The Underwriters reserve the right to change such initial offering prices (or yields) as the Underwriters shall deem necessary in connection with the marketing of the 2022 Bonds (but in all cases subject to the provisions of Section 9 hereof) and to offer and sell the 2022 Bonds to certain dealers (including dealers depositing such 2022 Bonds into investment trusts) and others at prices (or yields) lower than the initial offering prices set forth on the cover page of the Official Statement (but in all cases subject to the provisions of Section 9 hereof).

SECTION 7. The Authority will deliver to the Underwriters, within the earlier of seven (7) business days after the date of this Bond Purchase Agreement or two (2) business days prior to the Closing Date and in sufficient time to accompany any confirmation requesting payment from any customers of the Underwriters, copies of the Official Statement (in a “designated electronic format”, as defined in MSRB Rule G-32) in final form and any amendment or supplement thereto in such quantities as the Underwriters may reasonably request in order to comply with its obligations pursuant to the rules of the Municipal Securities Rulemaking Board and Rule 15c2-12(b)(4) under the Securities Exchange Act of 1934, as amended. As soon as practicable following receipt thereof from the Authority, the Representative shall deliver the Official Statement to the Municipal Securities Rulemaking Board, through its EMMA system.

SECTION 8. At 9:00 A.M., Los Angeles time, on [_____, 2022] or at such other time or on such other business day as shall have been mutually agreed upon by the Authority and the Representative (the “Closing Date”), the Authority will deliver at the direction of the Representative, the 2022 Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of The Depository Trust Company, and, subject to the terms and conditions of this Bond Purchase Agreement, the Underwriters will accept such delivery and pay the purchase price of the 2022 Bonds as set forth in Section 1 of this Bond Purchase Agreement by Federal Reserve wire of immediately available funds payable to the order of the Authority. Such delivery of and payment for the 2022 Bonds is referred to herein as the “Closing”. The 2022 Bonds shall be made available for inspection by the Representative at least one business day before the Closing.

SECTION 9: Establishment of the Issue Price.

(a) The Underwriters, agree to assist the Authority in establishing the issue price of the 2022 Bonds and shall execute and deliver to the Authority at Closing an “issue price” or similar certificate, substantially in the form attached hereto as Exhibit C, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Underwriters, the Authority and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the 2022 Bonds.

(b) Except as otherwise set forth in Schedule A to Exhibit C attached hereto, the Authority will treat the first price at which 10% of each maturity of the 2022 Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriters shall report to the Authority the price or prices at which the Underwriters have sold to the public each maturity of the 2022 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the 2022 Bonds, the Underwriters agree to promptly report to the Authority the prices at which 2022 Bonds of that maturity have been sold by the Underwriters to the public. That reporting obligation shall continue until the earlier of the date upon which the 10% test has been met for all maturities of the 2022 Bonds or the Closing Date. For purposes of this Section, if 2022 Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the 2022 Bonds.

(c) The Underwriters confirm that the Underwriters have offered the 2022 Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the Official Statement. Schedule A to Exhibit C sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the 2022 Bonds for which the 10% test has not been satisfied and for which the Authority and the Underwriters, agrees that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the 2022 Bonds, the Underwriters will neither offer nor sell unsold 2022 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the 2022 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriters confirm that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Underwriters are a party) relating to the initial sale of the 2022 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A)(1) report the prices at which it sells to the public the unsold 2022 Bonds of each maturity allotted to it until it is notified by the Underwriters that either the 10% test has been satisfied as to the 2022 Bonds of that maturity or all 2022 Bonds of that maturity have been sold to the public and (2) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriters and as set forth in the related pricing wires, (B) promptly notify the Underwriters of any sales of the 2022 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the 2022 Bonds to the public (each such

term being used as defined below), and (C) acknowledge that, unless otherwise advised by the Underwriters, dealer or broker-dealer, the Underwriters shall assume that each order submitted by the Underwriters, dealer or broker-dealer is a sale to the public; and

(ii) any agreement among the underwriters and any selling group agreement relating to the initial sale of the 2022 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the 2022 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold 2022 Bonds of each maturity allotted to it until it is notified by the Underwriters that either the 10% test has been satisfied as to the 2022 Bonds of that maturity or all 2022 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires.

(e) The Authority acknowledges that, in making the representations set forth in this Section, the Underwriters will rely on (i) in the event a selling group has been created in connection with the initial sale of the 2022 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2022 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the 2022 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that the Underwriters shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2022 Bonds.

(f) The Underwriters acknowledge that sales of any 2022 Bonds to any person that is a related party to the Underwriters shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party to an underwriter,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 2022 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the 2022 Bonds to the public

(including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the 2022 Bonds to the public),

(iii) a purchaser of any of the 2022 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

SECTION 10. The Authority represents, warrants and covenants to the Underwriters that:

(A) The Authority is validly existing as a joint exercise of powers authority under the laws of the State of California, with the legal right and power to issue the 2022 Bonds and to execute, deliver and perform its obligations under this Bond Purchase Agreement, the Legal Documents and the 2022 Bonds.

(B) (i) At or prior to the Closing, the Authority will have taken all actions required to be taken by it to authorize the issuance and delivery of the 2022 Bonds and the performance of its obligations thereunder; (ii) the Authority has, and at the Closing Date will have, full legal right, power and authority to enter into this Bond Purchase Agreement and the Legal Documents and to issue and deliver the 2022 Bonds to the Underwriters and to perform its obligations thereunder as provided herein and therein; at or prior to the Closing, the execution and delivery of, and the performance by the Authority of its obligations contained in, the 2022 Bonds, the Legal Documents and this Bond Purchase Agreement shall have been duly authorized; (iii) each of the Legal Documents, when entered into will have been, and this Bond Purchase Agreement has been, duly executed and delivered and will constitute or constitutes, as the case may be, a valid and legally binding obligation of the Authority enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors’ rights generally and by the application of equitable principles if equitable remedies are sought; the 2022 Bonds, when issued, authenticated and delivered to the Underwriters in accordance with the terms of the 2022 Indenture will constitute legal, valid and binding special limited obligations of the Authority, except as the enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors’ rights generally and by the application of equitable principles if equitable remedies are sought; upon the issuance, authentication and delivery of the 2022 Bonds, the 2022 Indenture will provide, for the benefit of the owners from time to time of the 2022 Bonds, the legally valid and binding

pledge of, charge and lien on Authority Revenues it purports to create, subject only to the provisions of the 2022 Indenture permitting the application thereof on the terms and conditions set forth in the 2022 Indenture; and (iv) the Authority has duly authorized the consummation by it of all transactions contemplated by this Bond Purchase Agreement, the 2022 Bonds and the Legal Documents, and the resolutions authorizing such transactions have been duly adopted at meetings of the Commission of the Authority and have not been amended, supplemented or repealed and are in full force and effect as of the Closing Date.

(C) The 2022 Bonds are special limited obligations of the Authority and are payable, as to principal, premium (if any), and interest thereon, from a pledge of and lien on Authority Revenues.

(D) All approvals, consents and actions of the Commission of the Authority which would constitute a condition precedent to the performance by the Authority of its obligations hereunder and under the Legal Documents and the 2022 Bonds have been obtained or taken and are in full force and effect. No other authorization, consent or approval of, or filing or registration with, any Governmental Authority (as defined below) or court is, or under existing requirements of law will be, necessary for the valid execution, delivery or performance by the Authority of this Bond Purchase Agreement, the 2022 Bonds or the Legal Documents, other than any authorization, consent, approval, filing or registration as may be required under the Blue Sky or securities laws of any state in connection with the offering, sale or issuance of the 2022 Bonds. All authorizations, consents or approvals of, or filings or registrations with any Governmental Authority or court necessary for the valid issuance of, and performance by the Authority of its obligations under, this Bond Purchase Agreement, the 2022 Bonds and the Legal Documents will have been duly obtained or made prior to the issuance of the 2022 Bonds. As used herein, the term "Governmental Authority" refers to any legislative body or governmental official, department, commission, board, bureau, agency, instrumentality, body or public benefit corporation.

(E) The execution and delivery of this Bond Purchase Agreement, the Legal Documents and the 2022 Bonds, and compliance with the provisions of each of those documents, will not conflict with or constitute a breach of or default under any law, regulation, court order or decree, consent, resolution or agreement to which the Authority is subject to or by which it is bound which would have a material adverse impact on the transactions contemplated herein or therein.

(F) No litigation is pending or, to the knowledge of the Authority, threatened in any court (i) in any way questioning the existence of the Authority or any title of any officer of the Authority to his or her office; (ii) seeking to restrain or enjoin the issuance or delivery of any of the 2022 Bonds, or in any way contesting or affecting the validity of the 2022 Bonds, the Legal Documents or this Bond Purchase Agreement, or except as described in the Official Statement, materially affecting payment of the 2022 Bonds, or contesting the powers of the Authority or any authority for the issuance of the 2022 Bonds; or (iii) except as described in the Official Statement, which could have a material adverse impact upon the financial condition of the Authority.

(G) The 2022 Bonds will be issued in accordance with the 2022 Indenture and will conform in all material respects to the descriptions thereof contained in the Official Statement.

(H) Any certificate signed by any official or other representative of the Authority and delivered to the Underwriters pursuant to this Bond Purchase Agreement shall be deemed a representation and warranty by the Authority to the Underwriters as to the truth of the statements therein made.

(I) Other than in the ordinary course of its business or as contemplated by the Official Statement, between the date of this Bond Purchase Agreement and the Closing Date the Authority will not, without the prior written consent of the Representative, offer or issue any certificates, bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Authority Revenues.

(J) The Authority will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request in order (i) to qualify the 2022 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate and (ii) to determine the eligibility of the 2022 Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the 2022 Bonds; provided, however, that the Authority shall not be required to execute a general consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(K) The Preliminary Official Statement did not, on the date thereof and through the period up to the execution of this Bond Purchase Agreement, contain any untrue statement of a material fact or omit to state a material fact (other than information permitted to be omitted pursuant to Rule 15c2-12) necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(L) At the time of the Authority's acceptance of this Bond Purchase Agreement, the Official Statement does not, and on the Closing Date the Official Statement will 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 the light of the circumstances under which they were or are made, not misleading.

(M) If the Official Statement is supplemented or amended pursuant to paragraph (N) of this Section 10, at the time of each supplement or amendment thereto, the Official Statement as so supplemented or amended will 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 the light of the circumstances under which they were made, not misleading.

(N) If between the date of this Bond Purchase Agreement and the date which is 25 days following the end of the underwriting period for the 2022 Bonds (as determined in accordance with Section 16 hereof) any event occurs which might or would cause the Official Statement, as then 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, the Authority shall notify the Representative thereof, and if in the opinion of the Representative such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority will at its expense supplement or amend the Official Statement in a form and in a manner approved by the Representative.

(O) Except as disclosed in the Preliminary Official Statement and the Official Statement, during the last five years, the Authority has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

SECTION 11. Each of the Participating Districts represents, warrants and covenants to the Underwriters that:

(A) The Participating District is a county sanitation district duly created and validly existing under the laws of the State of California and has all necessary power and authority to enter into and perform its duties under the 2022 Joint Acquisition Agreement, and this Bond Purchase Agreement (collectively, the “Participating District Documents”) and, when executed and delivered by the other parties thereto and hereto, the Participating District Documents will each constitute the legal, valid and binding obligation of the Participating District enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors’ rights generally and by the application of equitable principles if equitable remedies are sought.

(B) (i) The Participating District has, and at the Closing Date will have, full legal right, power and authority to enter into the Participating District Documents to perform its obligations hereunder and thereunder as provided herein and therein; at or prior to the Closing, the execution and delivery of, and the performance by the Participating District of its obligations contained in, the Participating District Documents shall have been duly authorized; (ii) the 2022 Joint Acquisition Agreement, when entered into will have been, and this Bond Purchase Agreement has been, duly executed and delivered and each will constitute or constitutes, as the case may be, a valid and legally binding obligation of the Participating District enforceable in accordance with its respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors’ rights generally and by the application of equitable principles if equitable remedies are sought; (iii) upon the authentication and delivery of the 2022 Joint Acquisition Agreement, the 2022 Joint Acquisition Agreement will provide the legally valid and binding pledge of, charge and lien on Net Revenues it purports to create, subject only to the provisions of the 2022 Joint Acquisition Agreement permitting the application thereof on the terms and conditions set

forth in the 2022 Joint Acquisition Purchase Agreement; and (iv) the Participating District has duly authorized the consummation by it of all transactions contemplated by the Participating District Documents, and the resolution authorizing such transactions has been duly adopted at a meeting of the Board of Directors of the Participating District and has not been amended, supplemented or repealed and is in full force and effect as of the Closing Date.

(C) All approvals, consents and actions of the Board of Directors of the Participating District which would constitute a condition precedent to the performance by the Participating District of its obligations under the Participating District Documents have been obtained or taken and are in full force and effect. No other authorization, consent or approval of, or filing or registration with, any Governmental Authority or court is, or under existing requirements of law will be, necessary for the valid execution, delivery or performance by the Participating District of the Participating District Documents.

(D) The execution and delivery of the Participating District Documents, and compliance with the provisions hereof and thereof, will not conflict with or constitute a breach of or default under any law, regulation, court order or decree, consent, resolution or agreement to which the Participating District is subject to or by which it is bound which would have a material adverse impact on the transactions contemplated herein or therein.

(E) No litigation is pending or, to the knowledge of the Participating District, threatened in any court (i) in any way questioning the existence of the Participating District or the titles of the officers of the Participating District to their respective offices; (ii) contesting or affecting the validity of the Participating District Documents, or payment of any obligations of the Participating District; or (iii) which could have a material adverse impact upon the financial condition of the Participating District.

(F) Any certificate signed by any official or other representative of the Participating District, and delivered to the Underwriters pursuant to this Bond Purchase Agreement shall be deemed a representation and warranty by the Participating District to the Underwriters as to the truth of the statements therein made.

(G) Other than in the ordinary course of its business or as contemplated by the Official Statement, between the date of this Bond Purchase Agreement and the Closing Date the Participating District will not, without the prior written consent of the Representative, offer or issue any certificates, bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of Net Revenues.

(H) The Participating District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request in order (i) to qualify the 2022 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate and (ii) to determine

the eligibility of the 2022 Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the 2022 Bonds; provided, however, that the Participating District shall not be required to execute a general consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction

(I) The portions of the Preliminary Official Statement relating to the Participating District did not, on the date thereof and through the period up to the execution of this Bond Purchase Agreement, contain any untrue statement of a material fact or omit to state a material fact (other than information permitted to be omitted pursuant to Rule 15c2-12) necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(J) At the time of the Participating District's acceptance hereof, the portions of the Official Statement relating to the Participating District or its obligations under the Participating District Documents do 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 the light of the circumstances under which they were or are made, not misleading.

(K) If the Official Statement is supplemented or amended pursuant to paragraph (L) of this Section 10, at the time of each supplement or amendment thereto, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact relating to the Participating District 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.

(L) If between the date of this Bond Purchase Agreement and the date which is 25 days following the end of the underwriting period for the 2022 Bonds (as determined in accordance with Section 15 hereof) any event shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact relating to the Participating District 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, the Participating District shall notify the Authority and the Representative thereof, and if in the opinion of the Representative such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Participating District will cooperate with the Authority in supplementing or amending the Official Statement (at the expense of the Authority) in a form and in a manner approved by the Representative.

(M) The financial information regarding the Participating District contained in the Official Statement fairly presents the financial position and results of the operations of the Participating District as of the dates and for the periods therein set forth, and, to the best of the Participating District's knowledge, the financial information of the Participating District has been determined on a basis substantially consistent with the

combined audited financial statements of the County Sanitation Districts of Los Angeles County included in the Official Statement.

(N) During the last five years, the Participating Districts have not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

SECTION 12. The Underwriters have entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the Authority and the Participating Districts contained herein, and the performance by the Authority and the Participating Districts of their obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriters' obligations under this Bond Purchase Agreement are and shall be subject to the following further conditions:

(A) The representations and warranties of the Authority and the Participating Districts contained herein shall be true, complete and correct in all material respects on the date hereof and at and as of the Closing Date, as if made at and as of the Closing Date, and the statements made in all certificates and other documents delivered to the Underwriters at the Closing pursuant hereto shall be true, complete and correct in all material respects at and as of the Closing Date; the Authority and the Participating Districts shall be in compliance with each of the agreements made by them in this Bond Purchase Agreement (unless such agreements are waived by the Representative); and there shall not have occurred an adverse change in the financial position, results of operations or financial condition of the Authority or any Participating District which materially adversely affects the ability of any Participating District to make any 2022 Installment Payment under the 2022 Joint Acquisition Agreement or the ability of the Authority to pay interest or principal with respect to the 2022 Bonds when due or to otherwise perform any of its obligations under the 2022 Indenture or the 2022 Joint Acquisition Agreement.

(B) At the time of the Closing, the Official Statement, the Legal Documents, and this Bond Purchase Agreement shall be in full force and effect, and shall not have been amended, modified or supplemented (except as may be agreed to in writing by the Representative); all actions which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby and thereby shall have been duly taken and shall be in full force and effect; and the Authority and the Participating Districts shall perform or have performed their obligations required under or specified in this Bond Purchase Agreement, the Official Statement and the Legal Documents to be performed at or prior to the Closing.

(C) At the time of the Closing, the Official Statement (including any amendment or supplement) shall be true and correct in all material respects, and shall not contain an untrue statement of a material fact or omit any statement or information necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(D) Except as disclosed in the Official Statement or in a schedule delivered to and accepted by the Representative at the Closing, no decision, ruling or finding shall have been entered by any court or Governmental Authority since the date of this Bond Purchase Agreement (and not reversed on appeal or otherwise set aside) which has any of the effects described in Section 12(F) hereof.

(E) (i) No default by the Authority or any Participating District shall have occurred and be continuing in the payment of the principal of or premium, if any, or interest on any bond, note or other evidence of indebtedness issued by the Authority or such Participating District and (ii) no bankruptcy, insolvency or other similar proceeding in respect of the Authority or any Participating District shall be pending or, to the knowledge of the Authority or any Participating District, contemplated.

(F) The Underwriters may terminate this Bond Purchase Agreement by notification to the Authority if at any time after the date hereof and prior to the Closing:

(i) An amendment to the Constitution of the United States or the State of California shall have been passed or legislation shall have been introduced in or enacted by the Congress of the United States or the legislature of any state having jurisdiction of the subject matter or legislation pending in the Congress of the United States shall have been amended or legislation shall have been recommended to the Congress of the United States or to any state having jurisdiction of the subject matter or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such Committee by any member thereof or presented as an option for consideration by either such Committee by the staff of such Committee or by the staff of the joint Committee on Taxation of the Congress of the United States, or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or of the State of California or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States, the Internal Revenue Service or other federal or State of California authority, with respect to federal or State of California taxation upon revenues or other income of the general character to be derived by the Authority or the Participating Districts or upon interest received on obligations of the general character of the 2022 Bonds which, in the judgment of the Representative, may have the purpose or effect, directly or, indirectly, of affecting the tax status of the Authority or the Participating Districts, their property or income, their securities (including the 2022 Bonds) or the interest thereon; or

(ii) legislation shall have been introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the 2022 Bonds, including any or all underlying arrangements are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the 2022 Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the 2022 Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws as amended and then in effect; or

(iii) there shall have been introduced, proposed or enacted any amendment to the Federal or California Constitution or any action by any Federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the Participating Districts or the Authority, their property, income, securities (or interest thereon), the validity or enforceability of the 2022 Joint Acquisition Agreement or the 2022 Bonds, the ability of the Authority to execute the 2022 Joint Acquisition Agreement as contemplated by the Official Statement; or

(iv) there shall have occurred any outbreak or escalation of hostilities or other local, national or international calamity, emergency or crises, the effect of which on the financial markets of the United States of America, in the reasonable judgment of the Representative, is to materially and adversely affect (A) the market price or the marketability of the 2022 Bonds, or (B) the ability of the Underwriters to enforce contracts for the sale of the 2022 Bonds; or

(v) (i) trading of any securities representing direct obligations of the Participating Districts or the Authority shall have been suspended on any exchange or in any over-the-counter market, or (ii) a general banking moratorium by Federal, New York or California authorities or a general suspension of trading on any national securities exchange shall have been declared or a material disruption in commercial banking or securities settlement or clearances services affecting the 2022 Bonds shall have occurred, which, either singly or together with any other such event, makes it, in the reasonable judgment of the Representative, impracticable to market the 2022 Bonds on the terms and in the manner contemplated by the Official Statement, including any supplements or amendments thereto;

(vi) the New York Stock Exchange or other national securities exchange, or any governmental authority shall have: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in

the 2022 Bonds, which makes it, in the reasonable judgment of the Representative, impracticable to market the 2022 Bonds on the terms and in the manner contemplated in the Official Statement, including any supplements or amendments thereto; or (ii) imposed materially increased restrictions (as compared to those now in force) with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers; or

(vii) there shall have occurred an adverse change in the financial position, results of operations or financial condition of the Authority or any Participating District which in the reasonable opinion of the Representative (after consultation with, and receipt of advice from the Authority) materially adversely affects the market for the 2022 Bonds; or

(viii) any event occurring, or information becoming known which, in the judgment of the Representative, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement, or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits 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; or

(ix) any rating of the 2022 Bonds shall have been downgraded, suspended or withdrawn by a national rating service, or there shall have been any official statement as to a possible downgrading (such as being placed on “credit watch” or “negative outlook” or any similar qualification).

(G) At or prior to the Closing, the Underwriters shall receive the following documents:

(i) The opinion of Bond Counsel, dated the Closing Date, in substantially the form included in the Official Statement as Appendix [___], addressed to the Authority and the Underwriters (or accompanied by a reliance letter to the Underwriters);

(ii) a supplemental opinion of Bond Counsel, in form and substance satisfactory to the Representative, dated the Closing Date, addressed to the Underwriters, to the effect that

(1) the 2022 Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the 2022 Indenture is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended; and

(2) the statements in the Official Statement under the captions “THE 2022 BONDS” (excluding the information relating to The Depository Trust Company and the book-entry only system), “SECURITY AND SOURCES OF PAYMENT FOR THE 2022 BONDS,” “TAX

MATTERS,” and “APPENDIX C - SUMMARY OF CERTAIN LEGAL DOCUMENTS,” excluding any material that may be treated as included under such captions and Appendix C by cross- reference or reference to other documents or sources insofar as such statements purport to summarize certain provisions of the 2022 Indenture and the 2022 Joint Acquisition Agreement and the form and content of Bond Counsel’s final opinion are accurate in all material respects;

(iii) an opinion of Straddling Yocca Carlson & Rauth LLP, Disclosure Counsel, addressed to the Authority and the Underwriters substantially in the form set forth in Exhibit B;

(iv) an opinion of the General Counsel for the Authority and the Participating Districts, dated the Closing Date, addressed to the Underwriters substantially in the form set forth in Exhibit A;

(v) an opinion of Katten Muchin Rosenman LLP, Counsel for the Underwriter, dated the Closing Date, addressed to the Underwriters, to the effect that:

(1) the 2022 Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the 2022 Indenture is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended;

(2) assuming the due authorization, execution and delivery of the 2022 Continuing Disclosure Agreement and the enforceability thereof, the 2022 Continuing Disclosure Agreement satisfies (b)(5)(i) of Rule 15c2-12 of the Securities Exchange Act; and

(3) based upon an examination which they have made, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, nothing has come to their attention which would lead them to believe that the Official Statement (except for any financial, statistical or economic data or forecasts, number, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, the information in the Appendices to the Official Statement, or any information about book-entry or The Depository Trust Company included therein, as to which no opinion or view is expressed) contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, no misleading;

(vi) the opinion of counsel to the Trustee, dated the Closing Date, addressed to the Underwriters and the Authority, to the effect that: (i) the Trustee is a banking corporation duly organized and validly existing under the laws of the

State of California having full power and being qualified to enter, accept and administer the trust created under the 2022 Indenture, and to authenticate and deliver the 2022 Bonds; (ii) the 2022 Bonds have been duly authenticated and delivered by the Trustee in accordance with the 2022 Indenture; (iii) the 2022 Indenture and the 2022 Continuing Disclosure Agreement have each been duly authorized and delivered by the Trustee and constitute the valid and binding obligations of the Trustee in accordance with their terms, except to the extent enforceability thereof may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally and by the application of equitable principles if equitable remedies are sought; and (iv) no consent, approval, authorization or order of any court, regulatory authority or governmental body, except such as has been obtained, is required for the valid authorization, execution and delivery of the 2022 Indenture, the 2022 Continuing Disclosure Agreement or the authentication of the 2022 Bonds

(vii) a certificate or certificates, signed by a duly authorized official of the Authority or another duly authorized official of the Authority, in form and substance satisfactory to the Representative; dated the Closing Date, to the effect that, to her or his best knowledge:

(1) the representations and warranties of the Authority contained in this Bond Purchase Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;

(2) no litigation is pending or, to the knowledge of the Authority, threatened (a) to restrain or enjoin the issuance, sale or delivery of any of the 2022 Bonds, (b) in any way contesting the 2022 Bonds, the Legal Documents or this Bond Purchase Agreement or the adoption of the resolutions of the Authority authorizing the issuance of the 2022 Bonds and the execution, delivery and performance of the Legal Documents or this Bond Purchase Agreement, (c) which may result in any material adverse change in the business, properties, assets or the financial condition of the Authority or, except as described in the Official Statement, which may have a material adverse effect on the ability of the Authority to meet its obligations under the 2022 Bonds, the Legal Documents or this Bond Purchase Agreement, or (d) in any way contesting the existence or powers of the Authority or the adoption by each district of the resolution authorizing the execution, delivery and performance of the Joint Exercise of Powers Agreement dated April 14, 1993; and

(3) no event affecting the Authority has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect;

(ix) a certificate or certificates, signed by a duly authorized official of the Participating Districts, in form and substance satisfactory to the Representative, dated the Closing Date, to the effect that, to her or his best knowledge:

(1) the representations and warranties of the Participating Districts contained in this Bond Purchase Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;

(2) no litigation is pending or, to his or her knowledge of the Participating Districts, threatened (a) in any way contesting the 2022 Joint Acquisition Agreement or this Bond Purchase Agreement or the adoption of the resolution of each Participating District authorizing the execution, delivery and performance of the 2022 Joint Acquisition Agreement or this Bond Purchase Agreement, (b) except as described in the Official Statement, which may have a material adverse effect on the ability of such Participating District to meet its obligations under the 2022 Joint Acquisition Agreement or this Bond Purchase Agreement, or (c) in any way contesting the existence or powers of any Participating District; and;

(3) no event affecting the Participating Districts has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect;

(x) this Bond Purchase Agreement duly executed and delivered by the parties hereto;

(xi) the Official Statement, executed on behalf of the Authority by the President or other authorized officer of the Authority;

(xii) each of the Legal Documents, duly executed and delivered by the parties thereto;

(xiii) copies of each resolution adopted by the Authority and each Participating District as described above, certified by the Secretary of the Authority and each Participating District, respectively;

(xiv) a Tax and Nonarbitrage Certificate of the Authority and the Participating Districts, in form satisfactory to Bond Counsel, signed by an authorized officer of the Authority and the Participating Districts;

(xv) evidence that ratings on the 2022 Bonds of “[]” by Fitch Ratings and “[]” by S&P Global Ratings are in full force and effect on the Closing Date; and

(xvi) such additional legal opinions, certificates, proceedings, instruments and other documents as the Representative or Bond Counsel may reasonably request to evidence compliance by the Authority and the Participating Districts with legal requirements, the accuracy, as of the time of Closing, of the Authority and the Participating Districts’ representations herein contained and the due performance or satisfaction by the Authority and the Participating Districts at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Authority and the Participating Districts.

If the Authority and/or the Participating Districts shall be unable to satisfy the conditions to the Underwriters’ obligations contained in this Bond Purchase Agreement or if the Underwriters’ obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Authority, the Participating Districts nor the Underwriters shall have any further obligations hereunder, except as provided in Section 14 hereof.

SECTION 13. The performance by the Authority and the Participating Districts of their obligations is conditioned upon (i) the performance by the Underwriters of their obligations hereunder and (ii) receipt by the Authority and the Participating Districts of opinions and certificates being delivered at the Closing by persons and entities other than the Authority and the Participating Districts, respectively.

SECTION 14. The Authority or the Participating Districts shall pay all costs incident to the performance of the Authority’s and the Participating Districts’ obligations in connection with the authorization, issuance and sale of the 2022 Bonds to the Underwriters, including but not limited to the costs of preparation (including word processing, printing and reproduction), distribution and delivery of the Preliminary Official Statement, the Official Statement and this Bond Purchase Agreement, in reasonable quantities, fees of the rating agencies and Depository Trust Company, and fees and expenses of the municipal advisor to the Authority, [Montague DeRose and Associates LLC], General Counsel for the Participating Districts, Counsel for the Trustee, Disclosure Counsel and Bond Counsel for the Authority. The Authority or the Participating Districts shall reimburse the Underwriters for expenses (included in the expense component of the Underwriters’ spread) incurred on behalf of the Authority’s or the Participating Districts’ employees which are incidental to implementing this Bond Purchase Agreement, including, but not limited to, meals, transportation and lodging of those employees. Except as indicated above, all out-of-pocket expenses of the Underwriters, including traveling and other expenses and the fees and expenses of Counsel for the Underwriters, shall be paid by the Underwriters.

SECTION 15. Any notice or other communication to be given to the Authority or the Participating Districts under this Bond Purchase Agreement may be given by delivering the same in writing to [P.O. Box 4998, Whittier, California 90607-4998, Attention: Alan Nyberg, Chief Accountant], or to such other person as he may designate in writing to the Representative,

and any notice or other communication to be given to the Underwriters under this Bond Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing to 333 South Hope Street, Suite 3820, Los Angeles, California 90071, Attention: Jeff Bower. The approval of the Representative when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing signed by the Representative and delivered to the Authority.

SECTION 16. The term “end of the underwriting period” means the later of such time as (i) the Authority delivers the 2022 Bonds to the Underwriters or (ii) the Underwriters do not retain directly or as a member of an underwriting syndicate, an unsold balance of the 2022 Bonds for sale to the public. Unless the Representative gives notice to the contrary, the “end of the underwriting period” shall be deemed the Closing Date. Any notice delivered pursuant to this section shall be written notice, delivered to the Authority at or prior to the Closing, and shall specify a date, other than the Closing Date (or other date specified by notice delivered pursuant to this section), to be deemed the “end of the underwriting period.” In no event, without the prior agreement of the Authority, shall the “end of the underwriting period” be a date more than 30 days after the Closing Date.

SECTION 17. For all purposes of this Bond Purchase Agreement, a default shall not be deemed to be continuing if it has been cured, waived or otherwise remedied. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed within such state.

SECTION 18. This Bond Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 19. The Authority and the Participating Districts acknowledge and agree that: (i) the Underwriters are not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act, as amended; (ii) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm’s length commercial transaction between the Authority, the Participating Districts and the Underwriters and the Underwriters have financial and other interests that differ from those of the Authority and the Participating Districts; (iii) the Underwriters are acting solely as principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Authority and the Participating Districts and has not assumed any advisory or fiduciary responsibility to the Authority and the Participating Districts with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Authority and the Participating Districts on other matters); (iv) the only obligations the Underwriters have to the Authority and the Participating Districts with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement; and (v) the Authority and the Participating Districts have consulted their own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

SECTION 20. Electronic Signature: Each of the parties hereto agrees that the transaction consisting of this Bond Purchase Agreement may be conducted by electronic

means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Bond Purchase Agreement using an electronic signature, it is signing, adopting, and accepting this Bond Purchase Agreement and that signing this Bond Purchase Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Bond Purchase Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Bond Purchase Agreement in a usable format.

SECTION 21. This Bond Purchase Agreement when accepted by the Authority and the Participating Districts (by their respective authorized representative) in writing as heretofore specified shall constitute the entire agreement between the Authority, the Participating Districts and the Underwriters relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto, and is made solely for the benefit of the Authority, the Participating Districts and the Underwriters (including the successors or assigns of any Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

Very truly yours,

BOFA SECURITIES, INC., as Representative

By: _____

Name: Jack Tsang

Title: Director

ACCEPTED:

[_____, 2022]

LOS ANGELES COUNTY SANITATION
DISTRICTS FINANCING AUTHORITY

By: _____

Name: Robert C. Ferrante

Title: President

EACH OF COUNTY SANITATION DISTRICTS
NOS. 1, 2, 3, 5, 8, 15, 16, 17, 18, 19, 21, 22, 23, 28,
29, 34 OF LOS ANGELES COUNTY AND SOUTH
BAY CITIES SANITATION DISTRICT OF LOS
ANGELES COUNTY

By: _____

Name: _____

Title: Chief Engineer and General Manager of the County

Sanitation Districts of Los Angeles County, on
behalf of each of the above
County Sanitation Districts of
Los Angeles County

SCHEDULE I

[\$ _____]

**Los Angeles County Sanitation Districts Financing Authority
Revenue Bonds, 2022 Series A
(SRF Loans Refunding)**

Maturity (October 1)	Principal	Interest	Yield	Price
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EXHIBIT A
FORM OF OPINION OF GENERAL COUNSEL TO THE PARTICIPATING DISTRICTS

[_____, 2022]

BofA Securities, Inc.
Los Angeles, CA 90071

J.P. Morgan Securities LLC
[_____]

Re: Issuance of the Los Angeles County Sanitation Districts Financing Authority Revenue Bonds, 2022 Series A (SRF Loans Refunding) (the “**2022 Bonds**”), issued pursuant to the Bond Purchase Agreement (the “**Bond Purchase Agreement**”), dated as of [_____, 2022], between BofA Securities, Inc. (the “**Representative**”), Los Angeles County Sanitation Districts Financing Authority (the “**Authority**”), and County Sanitation District Nos. 1, 2, 3, 5, 8, 15, 16, 17, 18, 19, 21, 22, 23, 28, 29, 34 of Los Angeles County and South Bay Cities Sanitation District of Los Angeles County (the “**Participating Districts**”) (collectively, the “**Transaction**”)

Ladies and Gentlemen:

Lewis Brisbois Bisgaard & Smith LLP (this “**Firm**”, “**we**”, “**us**” or “**our**”) serves as General Counsel to the Authority and the Participating Districts, both of which are signatories to the Joint Exercise of Powers Agreement, dated April 14, 1993, by and among the Participating Districts, the Authority, and the other County Sanitation Districts of Los Angeles County¹ (the “**Joint Powers Agreement**”). This Opinion Letter (“**Opinion Letter**”) is delivered to the Underwriters at the request of the Authority and the Participating Districts in connection with the execution and delivery of the Bond Purchase Agreement, pursuant to which the 2022 Bonds will be issued. In connection therewith, we have considered such matters of Law (as defined below) as we have deemed appropriate, in our professional judgment, to render the opinions below. We have examined originals (or copies that have been certified by the Secretary of the Authority and the Participating Districts as originals) of the following documents:

1. [REDACTED] The Bond Purchase Agreement;
2. [REDACTED] Joint Acquisition Agreement, dated as of [_____ 1, 2022] (the “**2022 Joint Acquisition Agreement**”), by and between the Participating Districts and the Authority;
3. [REDACTED] The Joint Powers Agreement;
4. [REDACTED] The Official Statement of the Authority, dated [_____, 2022] (“**Official Statement**”);

¹ The County Sanitation Districts of Los Angeles County consist of County Sanitation Districts Nos. 1, 2, 3, 4, 5, 8, 9, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 27, 28, and 29 of Los Angeles County, South Bay Cities Sanitation District of Los Angeles County, and Santa Clarita Valley Sanitation District of Los Angeles County (formerly county Sanitation Districts No. 26 and No. 32 of Los Angeles County)

5. The Indenture relating to the 2022 Bonds, dated as of [_____] 1, 2022, between the Authority and U.S. Bank National Association, as Trustee (the “Trustee”) (the “**2022 Indenture**”);
6. The Continuing Disclosure Agreement between the Authority and the Trustee, as Trustee and “**Dissemination Agent**,” dated as of [_____] 1, 2022] (the “**2022 Continuing Disclosure Agreement**”);
7. The General Certificate of Participating Districts and Los Angeles County Sanitation Districts Financing Authority, dated _____, 2022, executed by [Kimberly S. Christensen,] as Secretary of the Board of Directors of the Participating Districts and Secretary of the Commission of the Authority, a copy of which is attached as Exhibit 1 to this Opinion Letter (the “**General Certificate**”), and copies of each of the resolutions described therein and attached to said Exhibit 1 (collectively the “**Resolutions**” and with the General Certificate, the “**Entity Documents**”); and
8. The Certificate of Participating Districts and Los Angeles County Sanitation Districts Financing Authority, dated _____, 2022, Regarding Conflicts, Litigation, and Authorization, executed by _____, a copy of which is attached as Exhibit 2 (the “**Conflicts Certificate**” and with the Entity Documents, the “**Certificates**”).

The 2022 Indenture, the Bond Purchase Agreement, the 2022 Joint Acquisition Agreement, and the 2022 Continuing Disclosure Agreement are collectively referred to as the “**Legal Documents.**”

We have also examined copies of such other documents, legal opinions, instruments and records, and made such investigation of Law as we have considered necessary or appropriate for the purpose of this Opinion Letter.

Statements in this Opinion Letter that are qualified by the expression "to the best of our knowledge," "no facts have come to our attention" or other expression of like import are limited to the current actual knowledge of [Wesley Beverlin and Steven Novak] (collectively, the “**Firm’s Attorneys**”), both of whom are the only lawyers in this Firm directly and materially involved in the delivery of this Opinion Letter (and expressly excludes the knowledge of any other person in this Firm and any constructive or imputed knowledge of any information for any reason whatsoever) and signify that, in the course of this Firm’s representation of the Authority and the Participating Districts for the purpose of this Opinion Letter, no facts have come to the attention of the Firm’s Attorneys that would give us actual knowledge or actual notice that any such statement is not accurate and complete. Except as otherwise expressly stated in this Opinion Letter, we have not undertaken any independent investigation to determine the accuracy of any such statement, and any limited inquiry (if any) undertaken by us during the preparation of this Opinion Letter should not be regarded as such an investigation. Rather, such statements are based solely upon (i) our review of the Certificates executed by a representative of the Authority and the Participating Districts covering such matters and (ii) our review of the documents and pertinent public records we have deemed necessary, in our professional judgment, in rendering Opinions 1 through 6.

With your consent, we have assumed the genuineness, completeness and validity of all documents (other than the Entity Documents, the Legal Documents, and the Official Statement, which are the subject of our Opinions 2 through 6), and signatures presented to us (whether as

originals or as copies). We have also assumed, again with your consent, without undertaking to verify, (i) the truth, correctness, and completeness of all factual matters represented, warranted or certified in any document or documents; (ii) full compliance with all covenants and agreements contained in such documents (other than those which are expressed herein as our opinions); and (iii) the accuracy and completeness of all public records, databases or other third party resources relied upon or otherwise utilized in connection with this Opinion Letter.

Notwithstanding any provision in this Opinion Letter to the contrary, each of the opinions and confirmations set forth in this Opinion Letter is also subject to the following additional qualifications, assumptions, exceptions and exclusions Specifically we have assumed, with your consent:

- (i) The legal competency and capacity of all individual signers of documents.
- (ii) That all signatures of parties other than the Authority and the Participating Districts are genuine.
- (iii) The due authorization, execution and delivery of the Legal Documents by the Underwriters, the Dissemination Agent, and the Trustee, and that all agreements by the Underwriters, the Dissemination Agent, and the Trustee in the Legal Documents constitute the legal, valid and binding obligations of the Underwriters, the Dissemination Agent, and the Trustee, as applicable, enforceable in accordance with their terms, and that the Legal Documents have been executed and delivered by the Underwriters, the Dissemination Agent, and the Trustee in the form received by us.
- (iv) That there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence.
- (v) That the conduct of each of the parties to the Legal Documents complies with (and at all times shall comply with) all applicable requirements of good faith, fair dealing and conscionability.
- (vi) That the Legal Documents, Joint Powers Agreement, and Entity Documents accurately reflect the complete understanding of the parties thereto with respect to the Transaction and thereby and the rights and obligations of each of the parties thereunder, and there are no agreements or understandings among or between any of the parties to such Documents, written or oral, and there is no usage of trade or course of prior dealing among or between any of the parties to such Documents that would, in either case, define, supplement, qualify, modify, amend, or in any way affect any of the terms of such Documents or the respective rights or obligations of any of the parties thereunder.
- (vii) That the laws of any jurisdiction other than the Laws do not affect the terms of the Legal Documents, Joint Powers Agreement, and Entity Documents.
- (viii) That each party to the Legal Documents and Joint Powers Agreement has received adequate consideration and value under applicable law for such party's execution and delivery of the Legal Documents and Joint Powers Agreement.
- (ix) That the Underwriters, the Dissemination Agent, and the Trustee have acted in good faith, without notice of any defense against enforcement of rights created by, or adverse claim to any property or security interest transferred or created as part of, the Transaction, and has complied with (and at all times shall comply with) all laws applicable to it that affect the Transaction.

- (x) That the Legal Documents and Joint Powers Agreement and all judgments, decrees and orders, if any, reviewed in connection with rendering the opinions set forth in this Opinion Letter will be enforced as written.
- (xi) That all required documentary stamp taxes, intangible taxes and other taxes and fees, if any, imposed upon the execution, filing or recording of the Legal Documents have been or will be timely paid in full.
- (xii) No discretionary action (including a decision not to act) that is permitted in the Legal Documents or the Joint Powers Agreement will be taken by or on behalf of the Authority and the Participating Districts that might result in a violation of law or constitute a breach or default under any of the Authority's and each Participating District's other agreements or under any applicable court order.

We also advise you that disclaimers in Section 19 of the Bond Purchase Agreement that the Underwriters are not an agent, advisor or fiduciary to the Participating Districts and the Authority, or similar language in that provision, may be limited or held to be unenforceable, and a court may determine that the Underwriters acted as an agent, advisor or fiduciary. See, for example, Bear Stearns & Co. v. Daisy Systems Corp., 97 F.3d 1171 (9th Cir. 1996) (applying California law); EBC I, Inc. v. Goldman, Sachs & Co., 832 N.E.2d 26 (N.Y. 2005) (applying New York law).

Based upon the examinations as described above, and subject to the assumptions, qualifications, limitations, exceptions, and disclaimers set forth in this Opinion Letter, we are of the opinion that:

1. The Authority is a joint exercise of powers authority duly organized and validly existing under the laws of the State of California pursuant to the Joint Exercise of Powers Act, Government Code section 6500 et seq., and each of the Participating Districts is a county sanitation district duly organized and validly existing under the laws of the State of California pursuant to the County Sanitation District Act, Health and Safety Code section 4700 et seq.
2. Except as otherwise disclosed in the Official Statement, to the best of our knowledge and based upon a reasonable investigation of the Conflicts Certificate and the LexisNexis Courtlink database, a report of which is dated concurrently with this Opinion Letter and attached as Schedule 1 hereto, there is no action, suit, proceeding or investigation of a material nature at law or in equity before or by any court, public board or body, pending or threatened against or affecting the Authority or any of the Participating Districts to restrain or enjoin the issuance of the 2022 Bonds or in any way contesting or affecting the validity of the 2022 Bonds, the Legal Documents or the Official Statement, or in any way contesting the adoption of the Resolutions approving and authorizing the issuance of the 2022 Bonds and the execution and delivery of the Legal Documents or the Official Statement.
3. To the best of our knowledge, and based upon a reasonable investigation and in reliance upon the Conflicts Certificate, the execution and delivery by the Authority and each of the Participating Districts of the Legal Documents and the Official

Statement, and compliance by the Authority and each of the Participating Districts (as the case may be) with the provisions thereof, under the circumstances contemplated by those documents or this Opinion Letter, and the adoption of the Resolutions authorizing such execution, delivery, and performance, do not and will not, in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, or agreement to which the Authority or any Participating District is subject, or by which it or they are bound, in a manner that would materially and adversely affect the Transaction.

4. The Legal Documents, the Joint Powers Agreement, and the Official Statement have been duly authorized and executed by the Authority and each Participating District, and, assuming valid delivery by the Authority and each of the Participating Districts, the Legal Documents and the Joint Powers Agreement each constitutes a legal, valid and binding agreement of the Authority and each of the Participating Districts.
5. To the best of our knowledge, and based upon a reasonable investigation and in reliance upon the General Certificate and Conflicts Certificate, no authorization, approval, consent, or other order of the State of California or any other governmental authority or agency of the State of California having jurisdiction over the Authority or any Participating District (other than and subject to those that have been obtained) is required for the valid authorization, execution, and delivery by the Authority or any Participating District of the 2022 Bonds, the Official Statement, and the Legal Documents, except as described in the Official Statement and except for any actions required to qualify the 2022 Bonds for sale under the “blue sky” or other securities laws of any jurisdiction.
6. The Resolutions of the Authority and each Participating District approving and authorizing the execution, delivery, and performance of the Joint Powers Agreement, the Legal Documents, and the Bond Purchase Agreement have been duly adopted at a meeting of the Commission of the Authority or the Board of Directors of each Participating District. The Resolutions were adopted at meetings that were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout. The Resolutions have not been amended, supplemented, or repealed and are in full force and effect as of the date of this letter.

This Opinion Letter constitutes a legal opinion letter issued by our firm as to the matters set forth in Opinions 1 through 6 only, and no opinion is implied or may be inferred beyond the specific matters expressly stated in Opinions 1 through 6. This Opinion Letter should not be construed as a guaranty, warranty or as any other type of document or instrument. In this regard, Opinions 1 through 6 are our professional judgment as to the specific questions of Law addressed, based on our professional knowledge and judgment at this time and rendered in accordance with the standard of care applicable to opinion letters issued by law firms and/or lawyers located and licensed solely in the state of California. We have only considered the applicability of Law that a lawyer in the State of California exercising customary professional diligence would reasonably recognize as being applicable to the Authority and the Participating Districts. The foregoing opinions apply only insofar as the Laws of the State of California may

be concerned, and we express no opinion with respect to the laws, administrative regulations or any applicable court or administrative decrees or orders of any other jurisdiction. We assume no obligation to supplement this Opinion Letter if any applicable Laws change after the date of this Opinion Letter, or if we become aware of any facts, circumstances, or events that might change the opinions expressed in this Opinion Letter after the date of this Opinion Letter. Opinions 1 through 6 listed above are based upon review of presently existing Law, and no responsibility is taken for any subsequent legislative changes or judicial decisions. We do not and will not assume, and we hereby disclaim, any obligation of any nature whatsoever to provide future updates of the opinions or qualifications set forth in this Opinion Letter.

We are not opining upon, and have not undertaken to determine independently or to verify the accuracy or completeness of, the statements contained in the Official Statement and are, therefore, unable to make any representation to you in that regard. Based on our participation in conferences with representatives of the Authority, the Participating Districts and its financial advisors, bond counsel, disclosure counsel, underwriter's counsel, the Underwriters, and others, during which conferences the content of the Official Statement and related matters were discussed, and, solely in reliance thereon and on certain documents reviewed by us and on the documents, certificates and opinions described above and our understanding of applicable Law, we advise you as a matter of fact, but not as a legal opinion, that based upon a reasonable investigation of the LexisNexis CourtLink database, a report of which is dated concurrently with this Opinion Letter and attached as Schedule 1, to the best of our knowledge, that no information has come to the attention of the Firm's Attorneys in connection with the issuance of the 2022 Bonds that caused us to believe that the Official Statement, as of the date of the Official Statement, and as of the date of this letter, contains any untrue statement of a material fact or omits to state a material fact required to be stated in the Official Statement or necessary in order to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading (other than financial statements and other statistical, economic, or demographic data or forecasts in the Official Statement, or incorporated into the Official Statement and information contained in the Official Statement relating to The Depository Trust Company and the book-entry only system, as to which no view as to fact or opinion has been, nor will be, expressed).

For purposes of this Opinion Letter, "**Law(s)**" means the California statutes, rules regulations, and ordinances of the governmental agencies of the State of California that a California lawyer exercising customary professional diligence would reasonably be expected to recognize as being applicable to the Authority's and each Participating District's authorization and execution of the Legal Documents, Official Statement, and Joint Powers Agreement, but excluding the Excluded Laws (as defined below).

Unless explicitly stated in this Opinion Letter, the foregoing opinions do not address any of the following legal issues, and we specifically state that we express no opinion with respect thereto (items a through z immediately below shall be referred to as "**Excluded Laws**"):

- a. Federal law and regulations;
- b. Pension and employee benefit laws and regulations (e.g., ERISA);
- c. Federal and state antitrust and unfair competition laws and regulations;
- d. Compliance with fiduciary duty requirements;

- e. Title to real property or to personal property, or the accuracy of its description, or the characterization of any property as real property, personal property or fixtures, or the accuracy or sufficiency of any description of collateral or other property;
- f. Federal and state securities and tax laws and regulations;
- g. Federal patent, copyright and trademark, state trademark, and other Federal and state intellectual property laws and regulations;
- h. Federal and state racketeering laws and regulations (e.g., RICO);
- i. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, (iii) criminal and civil forfeiture laws; and (iv) crimes and terrorism;
- j. Other Federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes);
- k. Law and regulations relating to commodity (and other) futures and indices and other similar instruments;
- l. Federal Reserve Board margin regulations;
- m. Environmental laws and regulations;
- n. Health and safety laws and regulations (e.g., OSHA);
- o. Bulk transfer laws;
- p. Rank or priority of or the enforceability of any remedies (including, without limitation, against third parties) with respect to any lien or security interest;
- q. Parking regulations; and
- r. Dog licensing requirements.

Each of the opinions set forth in this Opinion Letter is subject to the effect of generally applicable rules of law that:

- (i) limit the right of a creditor to use force or cause a breach of the peace in enforcing rights;
- (ii) may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange;
- (iii) limit or affect the enforceability of a waiver of a right of redemption;
- (iv) limit or affect the enforceability of provisions that purport to establish evidentiary standards;

Our opinions expressed above as to the enforceability of any instrument, document, or agreement are subject to and limited by general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity, and are further subject to such limitations as may result from any applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights generally including, without limitation, the following:

- (i) the United States Federal Bankruptcy Code involving, among other things, matters of turn-over, automatic stay, avoiding powers, fraudulent transfer, preference, discharge, conversion of a non-recourse obligation into a recourse claim, limitations on ipso facto and anti-assignment clauses, and the coverage of

- pre-petition security agreements applicable to property acquired after a petition is filed;
- (ii) all other Federal and state bankruptcy, insolvency, reorganization, receivership, moratorium, arrangement and assignment for the benefit of creditors laws that affect the rights and remedies of creditors generally (not just creditors of specific types of debtors);
 - (iii) all other Federal and state bankruptcy, insolvency, reorganization, receivership, moratorium, arrangement, and assignment for the benefit of creditors laws that have reference to or affect generally only creditors of specific types of debtors and state laws of like character affecting generally only creditors of financial institutions and insurance companies;
 - (iv) state fraudulent transfer and conveyance laws; and
 - (v) judicially developed doctrines relevant to any of the foregoing laws, such as substantive consolidation of entities.

In addition, our opinions in this Opinion Letter are subject to the following qualification: We do not undertake to comment on: (i) any potential restrictions in the Authority's or each Participating District's bonded indebtedness that limit the ability of the Authority or the Participating Districts to enter into the Legal Documents or the Joint Powers Agreement; and (ii) any matters relating to the taxability of interest on the 2022 Bonds.

The opinions expressed in this Opinion Letter are given solely for the benefit of the original addressees first set forth above and solely in connection with the Legal Documents, Official Statement, and Joint Powers Agreement, and may not be relied upon by any other person or entity or for any other purpose, nor delivered to any other person or entity, without our prior written consent. This Opinion Letter is not to be used, quoted, circulated or otherwise referred to or relied upon for any other purpose or by, nor may copies be delivered to, any other person or entity; however, you may deliver copies of this Opinion Letter to (a) independent auditors, accountants, attorneys and other professionals acting on behalf of you, (b) governmental agencies having regulatory authority over you, (c) designated persons pursuant to an order or legal process of any court or governmental agency, and (d) in connection with a public records request under Federal or state law.

Sincerely,

LEWIS BRISBOIS BISGAARD & SMITH LLP

Exhibit 1
General Certificate

**COUNTY SANITATION DISTRICT NOS. 1, 2, 3, 5, 8, 15, 16, 17, 18, 19, 21, 22, 23, 28, 29,
34 OF LOS ANGELES COUNTY AND SOUTH BAY CITIES SANITATION DISTRICT
OF LOS ANGELES COUNTY
AND
LOS ANGELES COUNTY SANITATION DISTRICTS FINANCING AUTHORITY**

Issuance of the Los Angeles County Sanitation Districts Financing Authority Revenue Bonds, 2022 Series A (SRF Loans Refunding) (the “**2022 Bonds**”), issued pursuant to the Bond Purchase Agreement (the “**Bond Purchase Agreement**”), dated as of [_____, 2022], between BofA Securities, Inc. (the “**Representative**”) on behalf of itself and J.P. Morgan Securities LLC, Los Angeles County Sanitation Districts Financing Authority (the “**Authority**”), and County Sanitation District Nos. 1, 2, 3, 5, 8, 15, 16, 17, 18, 19, 21, 22, 23, 28, 29, 34 of Los Angeles County and South Bay Cities Sanitation District of Los Angeles County (the “**Participating Districts**”).

**GENERAL CERTIFICATE OF
COUNTY SANITATION DISTRICT NOS. 1, 2, 3, 5, 8, 15, 16, 17, 18, 19, 21, 22, 23, 28, 29,
34 OF LOS ANGELES COUNTY AND SOUTH BAY CITIES SANITATION DISTRICT
OF LOS ANGELES COUNTY
AND
LOS ANGELES COUNTY SANITATION DISTRICTS FINANCING AUTHORITY**

I, [Kimberly S. Christensen], certify and declare as follows:

1. I am Secretary to the Board of Directors of the Participating Districts, and Secretary of the Commission of the Authority.
2. I have personal knowledge of the facts set forth herein, and if sworn I could and would competently testify thereto.
3. I am delivering this General Certificate of County Sanitation District Nos. 1, 2, 3, 5, 8, 15, 16, 17, 18, 19, 21, 22, 23, 28, 29, 34 of Los Angeles County and South Bay Cities Sanitation District of Los Angeles County and Los Angeles County Sanitation Districts Financing Authority (“**Certificate**”) on behalf of the Participating Districts and the Authority in connection with the execution and delivery of the Bond Purchase Agreement, pursuant to which the 2022 Bonds will be issued.
4. The Participating Districts and the Authority understand that this Certificate is required by the Participating Districts’ and Authority’s general counsel, Lewis Brisbois Bisgaard & Smith (“**General Counsel**”) in connection with the Bond Purchase Agreement and that this Certificate

is being furnished to General Counsel, who is entitled to rely on the truth of the matters set forth in this Certificate. This Certificate is being furnished on the Participating Districts' and the Authority's behalf to support the legal opinion letter of General Counsel (the "**Opinion Letter**"). All terms not defined in this Certificate have the meanings set forth in the Opinion Letter.

Organization and Existence

5. Each of the Participating Districts is a county sanitation district duly organized and validly existing under the laws of the State of California pursuant to the County Sanitation District Act, Health and Safety Code section 4700 et seq., and, except as disclosed in the Official Statement, has taken all proceedings and obtained all approvals, authorizations, consents or other orders of or filings or registration with the State of California or any other governmental authority or agency within the State of California having jurisdiction over the Participating District, as required under the Law to authorize, execute and deliver the 2022 Bonds, the Official Statement, and the Legal Documents and carry out and consummate all transactions contemplated therein.

6. The Authority is a joint exercise of power authority duly organized and validly existing under the laws of the State of California pursuant to the Joint Exercise of Powers Act, Government Code section 6500 et seq., and, except as disclosed in the Official Statement, has taken all proceedings and obtained all approvals, authorizations, consents or other orders of or filings or registration with the State of California or any other governmental authority or agency within the State of California having jurisdiction over the Authority, as required under the Law to authorize, execute and deliver the 2022 Bonds, the Official Statement, and the Legal Documents and carry out and consummate all transactions contemplated therein.

7. Attached hereto as Exhibit A is the Joint Exercise of Powers Agreement, dated April 14, 1993, by and among the Participating Districts, the Authority, and the other County Sanitation Districts of Los Angeles County (the "Joint Powers Agreement" or "JPA"). The JPA was duly adopted by the Participating Districts and the Authority in accordance with California law and the procedural rules of the Participating Districts and the Authority, as applicable, at a meeting duly convened. The JPA has not been amended, modified, supplemented, or rescinded since its adoption and is in full force and effect on the date hereof. As of the date hereof, no referendum petition, notice or protest or written claim otherwise contesting or challenging the effectiveness of the JPA, has been presented to the Participating Districts or the Authority, or otherwise received by or filed with the Participating Districts or the Authority, and the Participating Districts and the Authority have no knowledge that any such petition, notice or claim is presently being circulated.

Resolutions

8. Attached hereto are true, correct, and complete copies of the following resolutions (collectively "**Resolutions**"):

- A. Resolution of the Board of Directors of County Sanitation District Nos. 1, 2, 3, 5, 8, 15, 16, 17, 18, 19, 21, 22, 23, 28, 29, 34 of Los Angeles County and South Bay Cities Sanitation District of Los Angeles County Authorizing the Execution and Delivery by

the Participating Districts of a Joint Acquisition Agreement and a Bond Purchase Agreement in connection with the Issuance of Los Angeles County Sanitation Districts Financing Authority Revenue Bonds, 2022 Series A (SRF Loans Refunding), Approving the Issuance of Said Bonds and the form of the Indenture pursuant to which the same are to be Issued, Authorizing the Distribution of a Preliminary Official Statement and an Official Statement in connection therewith and Authorizing the Execution of Necessary Documents and Certificates and Related Actions, dated [_____, 2022].

- B. Resolution of the Commission of the Los Angeles County Sanitation Districts Financing Authority Authorizing the Execution and Delivery by the Authority of an Indenture, a Joint Acquisition Agreement, a Bond Purchase Agreement and a Continuing Disclosure Agreement in connection with the Issuance of Los Angeles County Sanitation Districts Financing Authority Revenue Bonds, 2022 Series A (SRF Loans Refunding), Authorizing the Issuance of Such Bonds in an Aggregate Principal Amount Not to Exceed \$100,000,000, Authorizing the Distribution of a Preliminary Official Statement and an Official Statement in connection therewith and Authorizing the Execution of Necessary Documents and Certificates and Related Actions, dated [_____, 2022].

9. The Resolutions were duly adopted by the Participating Districts and the Authority in accordance with California law and the procedural rules of the Participating Districts and the Authority, as applicable, at a meeting duly convened. The Resolutions have not been amended, modified, supplemented, or rescinded since their adoption and are in full force and effect on the date hereof. As of the date hereof, no referendum petition, notice or protest or written claim otherwise contesting or challenging the effectiveness of the Resolutions, or the execution and delivery of the Legal Documents and the Official Statement (as defined in the Resolutions), has been presented to the Participating Districts or the Authority, or otherwise received by or filed with the Participating Districts or the Authority, and the Participating Districts and the Authority have no knowledge that any such petition, notice or claim is presently being circulated.

Execution

10. The Legal Documents, Preliminary Official Statement (as defined in the Resolutions), and Official Statement (as defined in the Resolutions) were duly executed and delivered on the date hereof on behalf of the Authority by [Robert C. Ferrante], as President, and on behalf of the Participating Districts by [Charles E. Boehmke, as Assistant Chief Engineer and Assistant General Manager], and are in full force and effect on the date hereof and constitute the legal, valid and binding obligations of the Authority and the Participating Districts. The signatures of said officers thereon are their respective genuine signatures, the seal thereunto affixed, if any, is the official seal of the Authority or the Participating Districts.

11. The signatures of [Robert C. Ferrante, President of the Authority, and Charles E. Boehmke, Assistant Chief Engineer and Assistant General Manager] of the Participating Districts, have heretofore been filed with the California Secretary of State pursuant to the Uniform Facsimile Signature of Public Officials Act.

I declare under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct, and that this Certificate was executed on _____, 2022, at Whittier, California.

[_____,]
Secretary to the Board of Directors of the County
Sanitation District Nos. 1, 2, 3, 5, 8, 15, 16, 17,
18, 19, 21, 22, 23, 28, 29, 34 of Los Angeles
County and South Bay Cities Sanitation District
of Los Angeles County and Secretary of the
Commission of the Los Angeles County
Sanitation Districts Financing Authority

Exhibit 2
Conflicts Certificate

**COUNTY SANITATION DISTRICT NOS. 1, 2, 3, 5, 8, 15, 16, 17, 18, 19, 21, 22, 23, 28, 29,
34 OF LOS ANGELES COUNTY AND SOUTH BAY CITIES SANITATION DISTRICT
OF LOS ANGELES COUNTY
AND
LOS ANGELES COUNTY SANITATION DISTRICTS FINANCING AUTHORITY**

Issuance of the Los Angeles County Sanitation Districts Financing Authority Revenue Bonds, 2022 Series A (SRF Loans Refunding) (the “**2022 Bonds**”), issued pursuant to the Bond Purchase Agreement (the “**Bond Purchase Agreement**”), dated as of [_____, 2022], between BofA Securities, Inc. (the “**Representative**”), on behalf of itself and J.P. Morgan Securities LLC, Los Angeles County Sanitation Districts Financing Authority (the “**Authority**”), and County Sanitation District Nos. 1, 2, 3, 5, 8, 15, 16, 17, 18, 19, 21, 22, 23, 28, 29, 34 of Los Angeles County and South Bay Cities Sanitation District of Los Angeles County (the “**Participating Districts**”).

CERTIFICATE REGARDING CONFLICTS, LITIGATION, AND AUTHORIZATION

I, [Matthew A. Eaton], certify and declare as follows:

1. I am the [Department Engineer for the Participating Districts and the Authority].
2. I have personal knowledge of the facts set forth herein, and if sworn I could and would competently testify thereto.
3. I am delivering this General Certificate of County Sanitation District Nos. 1, 2, 3, 5, 8, 15, 16, 17, 18, 19, 21, 22, 23, 28, 29, 34 of Los Angeles County and South Bay Cities Sanitation District of Los Angeles County and Los Angeles County Sanitation Districts Financing Authority (“**Certificate**”) on behalf of the Participating Districts and the Authority in connection with the execution and delivery of the Bond Purchase Agreement, pursuant to which the 2022 Bonds will be issued.
4. Each Participating District and the Authority understand that this Certificate is required by the Participating Districts’ and Authority’s general counsel, Lewis Brisbois Bisgaard & Smith (“**General Counsel**”) in connection with the Bond Purchase Agreement and that this Certificate is being furnished to General Counsel, who is entitled to rely on the truth of the matters set forth in this Certificate. This Certificate is being furnished on the Participating Districts’ and the Authority’s behalf to support the legal opinion letter of General Counsel (the “**Opinion Letter**”). All terms not defined in this Certificate have the meanings set forth in the Opinion Letter.

Conflicts

5. The execution and delivery of and the compliance by the Authority and each Participating District (as the case may be) with the provisions represented by the Resolutions, Legal Documents, and the Official Statement, and the other agreements contemplated thereby, do not and will not, in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, or agreement to which the Authority or any Participating District is subject or by which it or they are bound, in a manner that would materially and adversely affect the transactions contemplated therein.

Litigation

6. Except as set forth in the Official Statement, there is no action, suit, proceeding or investigation of a material nature at law or in equity before or by any court, public board or body, pending or threatened against or affecting the Authority or any Participating District to restrain or enjoin the issuance of the 2022 Bonds or in any way contesting or affecting the validity of the 2022 Bonds, the Legal Documents or the Official Statement, or in any way contesting the adoption of the Resolutions approving and authorizing the issuance of the 2022 Bonds and the execution and delivery of the Legal Documents or the Official Statement.

Authorization

7. No authorization, approval, consent, or other order of the State of California or any other governmental authority or agency within the State of California having jurisdiction over the Authority or any Participating District (other than and subject to those that have been obtained) is required for the valid authorization, execution, and delivery by the Authority or any Participating District of the 2022 Bonds, the Official Statement, and the Legal Documents.

8. We have examined the Official Statement and the material and documents used in compiling such Official Statement as they relate to the Authority and each Participating District and (a) neither the Preliminary Official Statement (as defined in the Resolutions) nor the Official Statement contains any untrue statements of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; (b) since the date of the Official Statement no event has occurred which should have been set forth in an amendment or supplement to the Official Statement; and (c) there has been no material adverse change in the operation or financial affairs of the Authority or any Participating District since the date of the Official Statement.

I declare under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct, and that this Certificate was executed on _____, 2022, at Whittier, California.

[Department Engineer to County Sanitation District Nos. 1, 2, 3, 5, 8, 15, 16, 17, 18, 19, 21, 22, 23, 28, 29, 34 of Los Angeles County and South Bay Cities Sanitation District of Los Angeles County and the Los Angeles County Sanitation Districts Financing Authority]

Schedule 1
LexisNexis Courtlink Database

EXHIBIT B
FORM OF OPINION OF DISCLOSURE COUNSEL

[_____, 2022]

Los Angeles County Sanitation Districts Financing Authority
Los Angeles, California

County Sanitation District Nos. 1, 2, 3, 5, 8, 15, 16, 17, 18, 19,
21, 22, 23, 28, 29, 34 of Los Angeles County and South Bay
Cities Sanitation District of Los Angeles County of Los
Angeles County, California

BofA Securities, Inc., as Representative
Los Angeles, California

*Re: [\$_____] Los Angeles County Sanitation Districts Financing Authority Revenue
 Bonds, 2022 Series A (SRF Loans Refunding)*

Ladies and Gentlemen:

We have acted as Disclosure Counsel to County Sanitation District Nos. 1, 2, 3, 5, 8, 15, 16, 17, 18, 19, 21, 22, 23, 28, 29, 34 of Los Angeles County and South Bay Cities Sanitation District of Los Angeles County (the “Participating Districts”) in connection with the sale of [\$_____] aggregate principal amount of Los Angeles County Sanitation Districts Financing Authority (the “Authority”) Revenue Bonds, 2022 Series A (SRF Loans Refunding) (the “Series 2022 Bonds”) pursuant to a Bond Purchase Agreement dated [_____, 2022] (the “Purchase Agreement”) among the Authority, the Participating Districts and BofA Securities, Inc. (the “Representative”), on behalf of itself and J.P. Morgan Securities LLC.

In reaching the conclusions set forth below, we examined the record of proceedings submitted to us relative to the execution and delivery of the Series 2022 Bonds and originals or copies certified or otherwise identified to our satisfaction of (i) the Purchase Agreement; (ii) the Official Statement dated [_____, 2022] (the “Official Statement”), relating to the Series 2022 Bonds; (iii) the Indenture, dated as of [_____ 1, 2022], between the Authority and U.S. Bank National Association, as trustee (the “Trustee”) (iv) Joint Acquisition Agreement, dated as of [_____ 1, 2022], by and between the Participating Districts and the Authority; (v) the final approving opinion of Bond Counsel; and (vi) such other documents, certificates, opinions of counsel, instructions and records as we have considered necessary or appropriate as a basis for our opinion and conclusions. Unless otherwise indicated, capitalized terms used herein have the respective meanings given to such terms in the Purchase Agreement.

We have assumed, but not independently verified, that the signatures on all documents, letters, opinions and certificates which we have examined are genuine, and that all documents submitted to us are authentic and were duly and properly executed by the parties thereto. We have also assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in

the opinions, referred to in the second paragraph hereof. Our services did not include financial or other non-legal advice.

We are not passing upon and have not undertaken to determine independently or to verify the accuracy or completeness of the statements contained in the Official Statement and are, therefore, unable to make any representation to you in that regard. Based on our participation in conferences with representatives of the Participating Districts, the Authority, the Participating Districts' Municipal Advisor, Bond Counsel, counsel to the Participating Districts and the Authority, the Representative, counsel to the Representative and others, during which conferences the content of the Official Statement and related matters were discussed, and, in reliance thereon and on certain documents reviewed by us and on the documents, letters, certificates and opinions described above and our understanding of applicable law, we advise you as a matter of fact, but not opinion, that no information has come to the attention of the attorneys in the firm representing the Participating Districts on this matter which caused us to believe that the Official Statement as of its date contained, or as of the date hereof contains, any untrue statement of a material fact or as of its date omitted, or as of the date hereof omits, to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (excluding therefrom any financial, statistical or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, information concerning the Participating Districts' compliance with its previous continuing disclosure undertakings pursuant to Securities and Exchange Commission Rule 15c2-12, or information about DTC or the book-entry only system, or the information contained in the Appendices to the Official Statement, as to all of which no view is expressed).

We advise you that, other than reviewing the various certificates and opinions regarding the Official Statement delivered in connection with the execution and delivery of the Series 2022 Bonds, we have not taken any steps since the date of the Official Statement to verify the accuracy of the statements contained in the Official Statement as of the date hereof.

In addition, subject to the foregoing, we are of the opinion that the Series 2022 Bonds are not required to be registered under the Securities Act of 1933, as amended, and the Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended.

By acceptance of this letter you acknowledge that the preceding paragraph is neither a legal opinion nor a guarantee regarding the Official Statement; rather it is a statement of negative assurance regarding factual information that did not come to the attention of attorneys in our firm working on this matter during the limited activities we performed as Disclosure Counsel. Further, in accepting this letter the Participating Districts recognize and acknowledge that (i) the scope of those activities performed by us were inherently limited and do not encompass all activities that the issuer may be responsible to undertake in preparing the Official Statement, (ii) those activities performed by us relied substantially on representations, warranties certifications and opinions made by representatives of the Participating Districts and others, and are otherwise subject to the matters set forth in this letter, and (iii) while such statements of negative assurance are customarily given to underwriters of municipal bonds to assist them in discharging their responsibilities under federal securities laws, the responsibilities of the Participating Districts under those laws may differ from those of underwriters in material respects, and the preceding paragraph may not serve the same purpose or provide the same utility to the Participating Districts as it would to underwriters.

We call attention to the fact that the foregoing conclusions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether such actions or events are taken (or not taken) or occur (or do not occur), and we expressly disclaim any responsibility to advise you as to events occurring after the date hereof with respect to the Series 2022 Bonds or other matters discussed in the Official Statement.

This letter is furnished by us as Disclosure Counsel to the Participating Districts. No attorney-client relationship has existed or exists between our firm and the Representative in connection with the Series 2022 Bonds or by virtue of this letter. This letter is delivered to the Representative solely for its benefit and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any person other than the addressees. We express no opinion herein with respect to the validity of the Series 2022 Bonds or the tax treatment of the interest with respect thereto or the compliance with, or applicability of, any “blue sky” laws of any state as they relate to the offer or sale of the Series 2022 Bonds. This letter may not be relied upon by holders of the Series 2022 Bonds. Our engagement with respect to the Series 2022 Bonds terminates as of the date hereof.

Respectfully submitted,

EXHIBIT C

[\$ _____]
**LOS ANGELES COUNTY SANITATION DISTRICTS
FINANCING AUTHORITY
Revenue Bonds, 2022 Series A
(SRF Loans Refunding)**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of BofA Securities, Inc. (the “Representative”), on behalf of itself and J.P. Morgan Securities LLC, hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the Bonds.*** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

2. ***Defined Terms.***

(a) ***Issuer*** means the Los Angeles County Sanitation Districts Financing Authority

(b) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Orrick, Herrington & Sutcliff LLP, as bond counsel, in connection with

rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group.

BOFA SECURITIES, INC.,
as Representative

By: _____

Name: _____

Dated: [_____, 2022]

SCHEDULE A

SALE PRICES OF THE BONDS

[\$ _____]

**Los Angeles County Sanitation Districts Financing Authority
Revenue Bonds, 2022 Series A
(SRF Loans Refunding)**

Maturity (October 1)	Principal	Interest	Yield	Price
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SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION