SPECIAL MEETING AGENDA OF THE
CSCDA COMMUNITY IMPROVEMENT AUTHORITY

October 15, 2020
2:00 p.m.

Pursuant to Governor Newsom’s Executive Order, Members of the CSCDA Community Improvement Authority or staff may participate in this meeting via a teleconference. In the interest of maintaining appropriate social distancing, members of the public may participate in the meeting telephonically. Members of the public may observe and offer comment at this meeting telephonically by dialing 623-404-9000, Meeting ID 240 338 9861 Passcode 747188. If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the Americans with Disabilities Act (“ADA”) please contact info@cscda.org or 1-800-531-7476 prior to the meeting for assistance.

A. OPENING AND PROCEDURAL ITEMS

1. Roll Call.
   ____ Kevin O’Rourke, Member
   ____ Brian Moura, Member
   ____ Tim Snellings, Member
   ____ Dan Mierzwa, Member
   ____ Jordan Kaufman, Member
   ____ Marcia Raines, Member
   ____ Brian Stiger, Member
   ____ Michael Cooper, Alt. Member
   ____ Niroop Srivatsa, Alt. Member

2. Public Comment.

B. ITEMS FOR CONSIDERATION

3. Consideration of a resolution electing officers of the Board of Directors of the Authority, establishing the time and place of regular meetings of the Authority, adopting a Conflict of Interest Code, and authorizing other actions.

4. Consideration of an Agreement for General Counsel Services with Richards, Watson & Gershon, LLC.

5. Consideration of a resolution approving authorized signatories for the Authority.

This ___ page agenda was posted at 1100 K Street, Sacramento, California on ____________ , 20__ at ___ : ___ m, Signed ___________________________. Please email signed page to info@cscda.org
6. Consideration of issuance policies, post-issuance compliance policies, local debt policy and fee schedule for the Authority.

7. Consideration of U.S. Bank as custodian for all Authority bank accounts.

C. STAFF ANNOUNCEMENTS, REPORTS ON ACTIVITIES OR REQUESTS

8. Executive Director Update.

9. Staff Updates.

10. Adjourn.
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>CSCDA CIA Initial Resolution</td>
<td>4</td>
</tr>
<tr>
<td>4</td>
<td>General Counsel Services Agreement</td>
<td>48</td>
</tr>
<tr>
<td>5</td>
<td>Authorized Signatories</td>
<td>56</td>
</tr>
<tr>
<td>6</td>
<td>Issuance Policies</td>
<td>59</td>
</tr>
<tr>
<td>7</td>
<td>U.S. Bank Custodian of Accounts</td>
<td>72</td>
</tr>
</tbody>
</table>
Agenda Item No. 3

CSCDA Community Improvement Authority
Agenda Report

DATE: October 15, 2020

TO: Board of Directors

FROM: Cathy Bando, Executive Director

PURPOSE: Consideration of a resolution electing officers of the Board of Directors of the Authority, establishing the time and place of regular meetings of the Authority, adopting a Conflict of Interest Code, and authorizing other actions

BACKGROUND:

On July 9, 2020, the CSCDA Commission received a presentation from the Executive Director and staff regarding a critical shortage of available workforce housing throughout California. The CSCDA Commission approved in concept the creation of a CSCDA Workforce Housing Finance Program. The CSCDA Commission also authorized it to govern one or more affiliate joint powers authorities or other appropriate legal entities to facilitate such program.

On October 6, 2020, the County of Yolo and the City of Woodland, as charter members, created a new joint powers authority known as the CSCDA Community Improvement Authority (the “Authority”). Pursuant to the terms of the Authority’s Joint Exercise of Powers Agreement (Attachment E), as executed by the charter members, the existing CSCDA Commission members shall serve as the Board of Directors of the Authority.

SUMMARY:

The following are the initial actions required in connection with the operation and governance of the Authority:

1. Elect the officers of the Board of Directors.

2. Establish regular meetings. It is proposed that regular meetings occur at 2:00 PM on Thursdays. While most meetings are envisioned to occur immediately following regularly scheduled CSCDA meetings, the closing timeline of certain transactions require flexibility in scheduling regular meetings on other Thursdays.

3. Adopt a Conflict of Interest Code (in substantially the same form as that for CSCDA), which will be filed with the Fair Political Practices Commission (FPPC).

4. Authorize Orrick, Herrington & Sutcliffe LLP to provide bond counsel, issuer counsel and certain other legal services to the Authority.
5. Authorize BLX Group LLC to provide certain pre-issuance financial consulting and post-issuance financial monitoring services to the Authority.

ATTACHMENTS:
Attachment A: Resolution
Attachment B: Conflict of Interest Code
Attachment C: Orrick, Herrington & Sutcliffe LLP Engagement Letter
Attachment D: Program Consultant Agreement with BLX Group, LLC
Attachment E: Joint Exercise of Powers Agreement

RECOMMENDATION:

CSCDA’s Executive Director recommends adoption of the attached resolution electing the officers of the Board of Directors of the Authority, establishing the time and place of regular meetings of the Authority, adopting a Conflict of Interest Code, and authorizing other actions.
RESOLUTION OF THE CSCDA COMMUNITY IMPROVEMENT AUTHORITY
ELECTING OFFICERS OF THE BOARD OF DIRECTORS OF THE AUTHORITY,
ESTABLISHING THE TIME AND PLACE OF REGULAR MEETINGS OF THE
AUTHORITY, ADOPTING A CONFLICT OF INTEREST CODE, AND
AUTHORIZING OTHER ACTIONS

WHEREAS, the County of Yolo (the “County”) and the City of Woodland (the “City” and
together with the County, the “Members”) have heretofore executed a Joint Exercise of Powers
Agreement, dated as of October 15, 2020 (the “Joint Powers Agreement”), by and between the County
and the City, which Joint Powers Agreement creates and establishes the CSCDA Community
Improvement Authority (the “Authority”);

WHEREAS, the Board of Directors of the Authority (the “Board”) desire to appoint officers,
approve the filings with the California Secretary of State and take other actions, as provided for in the
Government Code of the State of California;

WHEREAS, pursuant to Article 4 of Chapter 5 of Division 7 of Title 1 of the Government
Code of the State of California (the “Marks-Roos Local Bond Pooling Act of 1985”) and the Joint
Powers Agreement, the Authority is authorized to issue or execute non-recourse debt for the purposes
of financing and/or refinancing of projects of any nature, including, but not limited to, workforce
housing projects and other capital or working capital projects, purchase or acquisition of property,
improvements, leases, contracts, receivables, commodities, bonds, or other revenue streams or assets
of any kind, liability or other insurance, or retirement programs, or facilitating Members’ use of existing
or new financial instruments and mechanisms in the furtherance of this purpose;

WHEREAS, the Authority has determined that it is desirable and furthers the public purpose
to assist the County, the City and any additional members of the Authority in the financing and
refinancing of the projects described above and by this resolution takes the initial actions to further
such public purpose under the Marks-Roos Local Bond Pooling Act of 1985;

NOW, THEREFORE, BE IT RESOLVED by the Board, as follows:

Section 1. The Board hereby elects the following persons to serve as Chair, Vice-Chair,
Treasurer and Secretary, respectively, of the Authority:

Chair Kevin O’Rourke
Vice-Chair Tim Snellings
Treasurer Jordan Kaufman
Secretary Brian Moura

The term of office of the Chair, Vice-Chair, Treasurer, and Secretary shall be from the date
hereof until their respective successors have been duly elected.

Section 2. The regular meetings of the Board shall be held every Thursday at 2:00 p.m.,
primarily located at the League of California Cities, 1400 K Street, 3rd Floor, Sacramento, California
95814 for the first meeting of each month, and otherwise primarily located at the California State
Association of Counties, 1100 K Street, Sacramento, California 95814, unless the Board provides by
resolution for the holding of regular meetings upon a different schedule or location or the Board
provides notice in the agenda that the meeting shall be held telephonically or otherwise electronically pursuant to Executive Order N-25-20 of the Governor of the State of California or other applicable law. If the Board shall fail to post an agenda, the meeting shall be deemed canceled.

Section 3. The Board hereby authorizes the Secretary of the Authority to cause a notice of the Joint Powers Agreement to be prepared and filed with the Office of the California Secretary of State, which notice shall contain the information required by the California Secretary of State. The Secretary of the Authority is hereby directed to file or cause to be filed such a notice within 30 days of October 15, 2020, the effective date of the Joint Powers Agreement.

Section 4. The Board hereby adopts the California Statewide Communities Development Authority’s Conflict of Interest Code as the Conflict of Interest Code of the Authority.

Section 5. The Treasurer of the Authority shall make or contract with a certified accountant to make an annual audit of the accounts and records of the Authority as required by Section 6505 of the Government Code of the State of California and pursuant to Section 9 of the Joint Powers Agreement.

Section 6. The Board hereby confirms that a designee or deputy of the Secretary of the Authority is hereby authorized to carry out the duties of the Secretary of the Authority.

Section 7. The Board hereby approves the engagement letter submitted to this meeting with the law firm of Orrick, Herrington & Sutcliffe LLP for bond counsel, issuer counsel and certain other legal services to the Authority, and the officers of the Authority or any of their designees are authorized to execute that agreement in substantially said form with such changes as such officer may require or approve, such approval to be conclusively evidenced by the execution thereof.

Section 8. The Board hereby approves the engagement letter submitted to this meeting with BLX Group LLC for certain pre-issuance financial consulting and post-issuance financial monitoring services to the Authority, and the officers of the Authority or any of their designees are authorized to execute that agreement in substantially said form with such changes as such officer may require or approve, such approval to be conclusively evidenced by the execution thereof.

Section 9. The directors of the Board and the officers and agents of the Authority are hereby authorized and directed to do all such acts and things and to execute all such documents, as may seem to them to be necessary or desirable to carry out and comply with the provisions of this Resolution and the instruments and documents approved herein, respectively, and all of the acts and doings of such directors, officers and agents of the Authority which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 10. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on October 15, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:
CSCDA COMMUNITY IMPROVEMENT AUTHORITY

____________________________________
Chair

Attest:

____________________________________
Secretary
SECRETARY’S CERTIFICATE

The undersigned, Secretary of the CSCDA Community Improvement Authority, does hereby certify as follows:

The foregoing resolution is a full, true and correct copy of a resolution duly adopted by a vote of a majority of the directors of the CSCDA Community Improvement Authority at a special meeting of said Authority duly and regularly and legally held in the City of Sacramento, California, on October 15, 2020, of which all of such members had due notice, as follows:

AYES:
NOES:
ABSENT:
ABSTAIN:

An agenda of said meeting was posted at least 72 hours before said meeting at 1100 K Street, Sacramento, California, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.


SECRETARY OF THE CSCDA COMMUNITY IMPROVEMENT AUTHORITY

______________________________
Secretary
ATTACHMENT B  
(Conflict of Interest Code)

CONFLICT OF INTEREST CODE FOR THE  
CSCDA COMMUNITY IMPROVEMENT AUTHORITY

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Sec. 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the CSCDA Community Improvement Authority.

Officials and employees holding positions listed in this code must file their statements of economic interests electronically with the Fair Political Practices Commission. All statements must be made available for public inspection and reproduction under Government Code Section 81008.

Note: The Fair Political Practices Commission has elected to act as filing officer pursuant to Government Code Section 87500(1).
APPENDIX

I. Designated Positions

<table>
<thead>
<tr>
<th>Designated Position</th>
<th>Assigned Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Directors and Alternate Directors of the Authority</td>
<td>1</td>
</tr>
<tr>
<td>Executive Director</td>
<td>1</td>
</tr>
<tr>
<td>Managing Director</td>
<td>1</td>
</tr>
<tr>
<td>General Counsel</td>
<td>1</td>
</tr>
<tr>
<td>Consultants and New Positions</td>
<td>2</td>
</tr>
</tbody>
</table>

II. Disclosure Categories

Category 1:

Designated positions assigned to this category shall disclose all business entities in which they have an investment as well as any business entity in which they are a director, officer, partner, trustee, employee, or hold any position of management; all interests in real property; and all sources of income, including income from a non-profit organization. Income includes gifts, loans, and travel payments.

Category 2:

Individuals providing services as a Consultant, as defined by the Political Reform Act and applicable regulations\(^1\), or in a new position created since this Code was last approved that makes or participates in making decisions that may foreseeably have a material effect on any financial interest of the position-holder, shall disclose pursuant to the broadest disclosure category in this Code, Category 1, subject to the following limitation:

The Chair of the Authority may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus, is not required to fully comply with the disclosure requirements described in this section. Such determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Chair of the Authority's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code (Gov. Code Section 81008). Nothing herein excuses any such consultant from any other provision of the conflict of interest code.

Note: The positions of Executive Director, Managing Director, and General Counsel are filled by outside consultants, but act in a staff capacity.

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\(^1\) As defined in FPPC Regulation 18700.3, “consultant” means an individual who (1) makes governmental decisions, such as whether to approve a rate, rule, or regulation, whether to issue, deny, suspend, or revoke any permit, license, application, certificate or similar authorization, adopt or grant Authority approval to a plan, design, report, study, or adopt or grant Authority approval of policies, standards, or guidelines for the Authority or any subdivision thereof; (2) serves in a staff capacity with the Authority, and in that capacity participates in making governmental decisions by providing information, an opinion, or a recommendation for the purpose of affecting the decision without significant intervening substantive review; or (3) performs the same or substantially all the same duties for the Authority that would otherwise be performed by an individual holding a designated position in this Code.
CERTIFICATION OF FPPC APPROVAL

Pursuant to Government Code Section 87303, the conflict of interest code for the CSCDA Community Improvement Authority was approved on __________, 2020. This code will become effective on ____________, 2020.

_____________________
for Commission Counsel
Fair Political Practices Commission
ATTACHMENT C

(Orrick, Herrington & Sutcliffe LLP Engagement Letter)
October 15, 2020

Via E-Mail

Board of Directors
CSCDA Community Improvement Authority
1100 K Street
Sacramento, CA 95814

Re: Agreement for Bond Counsel and Related Legal Services

Ladies and Gentlemen:

We congratulate the Board on the successful formation of the CSCDA Community Improvement Authority (the “Authority”). We are pleased to have the opportunity to make a contribution to its creation and implementation and are proud that the Authority has recognized that contribution, past and future, with the appointment of our firm, Orrick, Herrington & Sutcliffe LLP (“Orrick”), as bond counsel to the Authority. This letter will set forth the terms under which Orrick will provide bond counsel services and other related legal services to the Authority from time to time.

Bond Counsel Services. Services to be provided by Orrick as bond counsel would generally consist of the following (tailored as determined by Orrick to be appropriate to each particular transaction):

1. Analysis of eligibility of the project or program for financing under the Joint Exercise of Powers Act (the “Act) and for financing with tax-exempt, tax credit or tax subsidy bonds or other obligations (“bonds”) under federal tax law.

2. Consultation with representatives of the Authority, its program manager (“Program Manager”), the borrower or sponsor and its counsel, underwriters or placement agents, their counsel, and others, with respect to the timing, terms, legal and tax structure of the proposed bonds.

3. Preparation of documents to be adopted or entered into by the Authority required for the authorization, sale and issuance of the bonds, such as the Bond Resolution, the Indenture between the Issuer and a Trustee (the "Major Legal Documents"), and in an ownership structure for workforce housing may include a Regulatory Agreement, a Purchase Option Agreement or Public Benefit Agreement.

4. Review of documents prepared by other counsel to be entered into by the Authority with respect to issuance of the bonds for consistency with the Major Legal Documents and with the tax requirements for exemptions of interest from federal income tax. Examples may include a Purchase and Sale Agreement, Facilities Management Agreement, Development Agreement, Indemnity Agreement, Placement Agreement or Bond Purchase Agreement, and depending on structure, ground lease or sublease and leasehold mortgage.
(5) Preparation of summaries of the Major Legal Documents included in the official statement, limited offering memorandum, private placement memorandum or other disclosure document (the "Official Statement").

(6) Advice on local governmental approvals of the financing required by the Act or by federal tax law.

(7) Review of any investment agreement entered into by the Authority at or prior to closing, and the procedures by which bids are solicited, in each case for compliance with the Act and federal tax laws related to tax-exemption of interest on the bonds.

(8) Participation in working group meetings or conference calls as the Authority may request, and assistance to the Program Manager in preparation of such reports or presentations to the Board as they may request.

(9) Preparation of final closing papers to be executed by the Authority required to effect delivery of the bonds (including the Tax Agreement) and coordination of the bond closing.

(10) Rendering of Bond Counsel’s customary form of final legal opinion to the Authority on the validity of the bonds and the tax-exempt status of interest thereon and customary form of supplemental opinion to the underwriters/placement agent on the accuracy of summaries contained in the Official Statement of the Major Legal Documents and the tax portion of said final legal opinion and certain other matters.

Orrick will be the Authority’s exclusive bond counsel for ownership structure and service model transactions and any other transactions based on concepts developed by Orrick or authorized by legislation suggested or drafted by Orrick or introduced to the Authority by Orrick, and otherwise whenever requested by the Borrower. In all other circumstances, Orrick will be the Authority’s preferred bond counsel used or recommended by the Authority whenever it has the choice or opportunity (i.e., whenever other bond counsel is not strongly preferred by Borrower or Sponsor). It will be listed as such on the Authority’s website, if applicable. Orrick’s compensation for bond counsel services will be determined in connection with each transaction by agreement with the Authority and paid from bond proceeds or by separate arrangement with the borrower or sponsor. In addition, the Authority will engage Orrick as its primary outside counsel in connection with IRS audits, SEC inquiries and similar regulatory actions, and will select Orrick’s subsidiary BLX Group LLC whenever there is a need or opportunity for services of the type offered by BLX, and any such selection is in whole or in part the choice of the Authority.

Bond Counsel services are limited to those specifically set forth above. For example, Bond Counsel services covered by this letter do not include representation of the Authority or any other party with respect to the purchase, ownership or operation of any Project (except as necessary in the judgment of Bond Counsel for its preparation of the documents referred to in item (3) above and such representation is not covered by the Authority’s real estate counsel, or for its final legal opinion referred to in item (8) above). Additionally, Bond Counsel services do not include any responsibility for the preparation or content of any Official Statement (other than as specifically described in (5) above) or any rating agency or investor presentation. Bond Counsel services also do not include any responsibility for compliance with any federal laws.
(except as necessary in the judgement of Bond Counsel for its supplemental opinion referred to in item ten (10) above) or state securities laws, environmental, land use, procurement, permit, construction, real estate, licensing, property tax, sales tax, insurance or (except as required for tax exemption of the Bonds) tax laws (including tax treatment of the Project or the Project seller, developer or sponsor), for title to, recording, filing or perfection or continuation of any security interest in real or personal property, for negotiation with or seeking approvals from any jurisdiction in which a Project is located, or for matters covered by any other counsel. Bond Counsel services are limited to legal advice and do not include any financial advice or analysis. Bond Counsel services with respect to Bonds for each Project, unless otherwise agreed by Bond Counsel, do not extend past the date of issuance of the Bonds for such Project, and do not, for example, include services related to arbitrage rebate or other post-issuance tax compliance, continuing disclosure, amendments to any of the Bond related documents, post-issuance investments, interest rate swaps or management contracts entered into after the date of issuance of the Bonds, redemption or defeasance of the Bonds, or any litigation or other legal or administrative proceeding, audit or investigation involving the Bonds, or any use or investment of the proceeds thereof, or involving the Project or any related matter.

**Real Estate Counsel Services.** In connection with ownership financings, the Authority will likely need real estate counsel. The Authority is under no obligation to select Orrick for those services. If Orrick is requested to provide those services, they would generally consist of the following (tailored as determined by Orrick to be appropriate to each particular transaction, and depending significantly on whether the Authority engages separate counsel to provide some or all of these services):

1. Preparation or review of the Purchase and Sale Agreement.
2. Preparation or review of the Facilities Management Agreement.
3. Assistance in or coordination of the real estate closing.
4. Providing appropriate opinions about the validity of the Purchase and Sale Agreement and the Facilities Management Agreement against the Authority.

Orrick’s compensation for real estate counsel services will be determined in connection with each transaction by agreement with the Authority and paid by the seller of the real property or from bond proceeds.

**Issuer Counsel Services.** Unless there is separate issuer counsel, Orrick will provide the following issuer counsel services:

1. Prepare or review reimbursement resolution and TEFRA notice where applicable.
2. Prepare or review resolution authorizing issuance of the bonds and approving the bond documents.
3. Render the Issuer Counsel opinion (in standard Orrick form).
Unless waived by Orrick, its Issuer Counsel fee will be a minimum of $7,500 per transaction, $15,000 in the case of ownership structure or service model transactions or other Orrick developed programs, in each case subject to upward adjustment for matters requiring unusual additional work by Issuer Counsel, payable from bond proceeds at closing.

Other Services:

1. Prepare all documents related to formation of the Authority and provide related advice and assistance.
2. Maintain formation and membership records for the Authority.
3. Prepare resolutions and other documentation related to addition of members of the Authority.
4. Assist in developing policies and procedures for the Authority.
5. Attend (by phone) board meetings on request.
6. Assist in development of new financing programs.

Orrick's compensation for items 1 – 5 of such Other Services will be based on the hourly rates or allocated costs of the Orrick personnel providing such services, and the amount accrued and unpaid will be added to each Bond issue as an administrative charge; provided that if the amount exceeds a number agreed to by Orrick and the Authority, the excess will be carried over to the next bond issue. Orrick and the Authority will revisit this procedure periodically as the Authority's financing activities change over time.

In providing any of the foregoing services, Orrick will be entitled to rely on the Authority, its general counsel and the Program Manager to assure that all meetings of the Authority, including notices and agendas for such meetings, are in compliance with the Ralph M. Brown Act (Government Code Section 54950-54963).

Bond counsel, real estate counsel and issuer counsel services with respect to an issue of bonds or related project will not extend past the date of issuance of the bonds unless specifically requested by the conduit borrower, sponsor or the Authority (or the Program Manager on behalf of the Authority) and unless agreed to by Orrick, for such services as:

1. Responding to questions from the Authority, borrowers or other parties about the bond transaction after the bonds have been issued.
2. Responding to questions from the Authority or Program Administrator after closure of real estate transactions.
3. Post-issuance rebate and other tax compliance or continuing disclosure services (typically by separate engagement of Orrick's wholly-owned subsidiary, BLX Group LLC).
(4) Representing the Authority in any litigation, IRS audit, SEC inquiry, or borrower bankruptcy brought by or against or otherwise involving the Authority (assuming Orrick has no conflict of interest that is not or cannot be waived and has appropriate lawyers admitted to practice in the relevant jurisdictions).

Orrick would be compensated for such post-issuance services (if any) either by the conduit borrower directly or indirectly through the conduit borrower's indemnification or expense reimbursement obligation to the Authority or by the Authority from moneys in an Extraordinary Expense Fund (or similar) established for such purpose under the relevant Indenture. Where that is not possible or appropriate, engagement and (if so) compensation may be determined by other agreement with the Authority.

One of the strengths that Orrick brings to the relationship with the Authority is the size and diversity of its practice, in public finance and in other practice areas. We regularly perform legal services for many private and public entities in connection with a wide variety of matters. For example, we have represented, are representing or may in the future represent other public entities (including public entities that may be or become members of the Authority or that may be required to approve Authority bonds or the project to be financed, or that may be borrowers from the Authority, and other bond issuers (like CalPFA, CalCHA, PFA, CMFA, CalHFA, and the I-Bank) that can perform some or all of the same functions as the Authority), underwriters (including most of the likely banks and investments banks that will purchase and underwrite Authority bonds), placement agents that may place the Authority bonds with investors, bond investors (including banks and other financial institutions that enter into direct purchase agreements with the Authority for the purchase of its bonds), banks that serve as bond indenture trustees or that provide letter or line of credit or standby purchase agreement liquidity or credit support for Authority bonds, bond insurers that may insure Authority bonds, rating agencies, program sponsors or project developers (that may bring projects or programs to the Authority for financing), borrowers from the Authority of bond proceeds used to finance the borrower's project or program, financial and other consultants/advisors, accountants, investment product providers/brokers that may be involved in the investment of proceeds of Authority bonds or moneys pledged to pay those bonds, swap or hedge providers that may be interest rate swap or other hedge instrument counterparties to the Authority or its borrower in connection with Authority bonds, and others who may have a role or interest in a financing undertaken by the Authority or that may be involved with the Authority in some other matter. In addition, Orrick's wholly-owned subsidiary, BLX Group LLC, may represent or work for the Authority or any of the foregoing entities or others with respect to matters for which Orrick is or was bond counsel or other matters affecting the Authority or its bonds (for example, as rebate or other post-issuance tax compliance consultant, or for continuing disclosure services, investment of bond related moneys, program oversight of projects owned by the Authority, swap advice or the like). The foregoing services provided by Orrick under this Agreement are provided with the understanding that no conflict-of-interest exists or would exist or is hereby waived, with respect to any and all such relationships, even if Orrick or BLX is representing both the Authority and any of the aforementioned parties in the same Authority bond transaction. The Authority agrees and consents to the foregoing relationships and waives any conflict of interest that may exist or arise.
Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the Authority and Orrick any legal or equitable right or claim under or in respect of this agreement, and this agreement shall serve for the sole and exclusive benefit of the Authority and Orrick.

This agreement may be terminated at any time by the Authority, by written notice from either party to the other. In that event, all Authority files (or copies) maintained by Orrick shall become the property of Authority and shall be delivered to it or to any party it may designate; provided that Orrick shall have no liability for any subsequent use of such documents. In the event of termination, Orrick shall be paid for all satisfactory work to the effective date of such termination (at its usual hourly rates then in effect and related expenses) plus any ongoing fees that may have been agreed to (and Orrick will continue to receive the percentage of post issuance administration fees referred to under “Other Services” above with respect to bonds issued prior to termination). Notwithstanding the foregoing, Orrick may decline to serve or withdraw from service as bond counsel (or real estate counsel or otherwise) on any particular matter in the event that it is uncomfortable with the legal or ethical circumstances.

This letter supersedes any and all prior versions. We look forward to a long, successful and supportive relationship with the Authority, its Board and its Program Manager.

Sincerely,

ORRICK, HERRINGTON & SUTCLIFFE LLP

By: ____________________________

Roger L. Davis, Partner

ACCEPTED AND AGREED

CSCDA COMMUNITY IMPROVEMENT AUTHORITY

By: ____________________________
ATTACHMENT D

(Program Consultant Agreement with BLX Group, LLC)
THIS PROGRAM CONSULTANT AGREEMENT (this “Program Consultant Agreement”) is made and entered into as of October 15, 2020, by and between BLX Group LLC, a limited liability corporation organized under the laws of the State of Delaware (the “Program Consultant”) and CSCDA COMMUNITY IMPROVEMENT AUTHORITY, a joint powers authority organized under the laws of the State of California (the “Authority”).

WITNESSETH:

WHEREAS, the Authority has elected to sponsor a multi-family housing finance program focused on middle income and work force housing (the “Program”); and

WHEREAS, the Authority expects to acquire and own projects under the Program; and

WHEREAS, the Authority desires the services of a qualified consultant to review each proposed financing and post-issuance financial operation of projects on behalf of the Authority as purchaser/owner; and

WHEREAS, the Program Consultant has the experience and resources to provide the services desired by the Authority;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Program Consultant Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Program Consultant hereby agree as follows:

1. **DEFINED TERMS.**

1.1 **Certain Defined Terms** As used in this Program Consultant Agreement, the following terms shall have the following meanings (all terms defined in this Section 1 or in other provisions of this Program Consultant Agreement in the singular have the same meanings when used in the plural and vice versa):

   “Program Consultant” has the meaning set forth in the Preamble.

   “Program Consultant Agreement” has the meaning set forth in the Preamble.

   “Authority” has the meaning set forth in the Preamble.

   “Tax Certificate” means the certificate to be executed by officers of the Authority pursuant to Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, and Treasury Regulation Section 1.148-2(b)(2), in connection with the issuance of bonds and setting forth the expectations, representations and certifications thereof with respect to the use and investment of proceeds of the bonds.

   “Trustee” means the trustee under each indenture entered into by the Authority in connection with the financing of refinancing of one or more projects.
1.2 Other Defined Terms  Capitalized terms used but not defined in this Program Consultant Agreement shall have the meanings given such terms in the Indenture.

2. ENGAGEMENT OF THE PROGRAM CONSULTANT.

2.1 Engagement.

On the terms and subject to the conditions set forth herein, the Authority hereby engages the Program Consultant, and the Program Consultant hereby accepts such engagement, all as set forth in this Program Consultant Agreement.

2.2 Reimbursement and Fees.

(a) With respect to each issuance of bonds under the program, the Authority shall pay the Program Consultant, promptly after receipt of invoices to be submitted to the Authority by the Program Consultant, as set forth below:

For services to be provided pursuant to Section 4 of this Agreement, the Program Consultant will be paid (i) a fee for pre-issuance services equal to $25,000 contingent and payable upon the issuance of bonds; (ii) a fee for post-issuance services equal to the lesser of the amount determined by multiplying the principal amount of bonds outstanding at the beginning each calendar year by .0015 (.15%) or $25,000, payable in advance at the beginning of each calendar year, provided that those amounts will double for any calendar year in which there is a default in any payment or financial covenant related to the bonds, or an IRS audit, SEC inquiry or other similar regulatory action; and (iii) if the Authority elects to utilize those services set forth in Appendix C hereto, fees for the procurement of any given guaranteed investment contract product equal to (a) the lesser of $41,000 and 0.2 percent of the computational base or, if such fee calculation is less than $4,000, then $4,000; and (b) for any one bond issue, the fees will not exceed $117,000 and therefore the Authority will not treat more than $117,000 in commission fees as qualified administrative costs for all guaranteed investment contracts and investments for yield restricted defeasance escrows purchased with gross proceeds of a single bond issue. The Program Consultant’s fees for services set forth in Appendix C hereto will be payable on behalf of the Authority by the investment provider and contingent upon closing.

2.3 Relationships.

(a) Nothing set forth herein shall constitute, or be construed as creating, an employment relationship, a partnership, a joint venture, or any other kind of relationship or association between the parties. Except as expressly provided herein neither party has any authority, expressed or implied, to bind, or to incur liabilities on behalf or in the name of, the other party.

(b) All services to be furnished by the Program Consultant under this Program Consultant Agreement may be furnished by any official or employee of the Program Consultant or any other agent of or person designated by the Program Consultant and not objected to by the
Authority. All fees and disbursements of any such party retained or engaged by the Program Consultant shall be at the sole cost and expense of the Program Consultant, and no expense of the Program Consultant (including but not limited to any such fees or disbursements of any such retained or engaged party) shall be a liability of the Authority. Notwithstanding the foregoing, the fees and disbursements of any legal counsel retained by or on behalf of the Authority and fees and disbursements of any independent certified public accountant or accountants retained by or on behalf of the Authority whether or not retained by the Program Consultant shall not be considered the financial responsibility of the Program Consultant and shall be paid by the Authority. No official or employee of the Program Consultant shall receive a salary or other compensation from the Authority. The Program Consultant shall devote such time in providing its services hereunder as is reasonably necessary to fully perform such services.

(c) The Authority acknowledges that the parent company of the Program Consultant, Orrick, Herrington & Sutcliffe LLP ("Orrick"), is bond counsel to the Authority with respect to the Program. The Authority has entered into a separate agreement with Orrick acknowledging that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of that engagement or any such other attorney-client relationship that Orrick may have had, have, or enter into, and the Authority specifically consents to any and all such relationships. Such acknowledgement and waiver shall also apply to the Program Consultant and its relationships. The services to be provided by the Program Consultant shall not include the delivery of legal services, legal advice or legal opinions of any kind.

3. REPRESENTATIONS AND WARRANTIES.

The Program Consultant represents and warrants as follows:

(a) It is duly organized and existing under the laws of the State of Delaware and authorized to do business in the State of California with all requisite power and authority to enter into and consummate this Program Consultant Agreement and perform its duties under and comply with the provisions of this Program Consultant Agreement.

(b) This Program Consultant Agreement has been duly authorized by all necessary corporate action and is a valid and binding agreement of the Program Consultant in accordance with its terms.

4. POWERS AND DUTIES OF THE PROGRAM CONSULTANT.

The Program Consultant shall, with respect to each bond issue and the project financed or refinanced thereby, in accordance with the standards set forth in Section 5, provide the following services on behalf of the Authority:

(a) PRE-ISSUANCE SERVICES shall consist of an independent review of financial underpinnings of proposed bond financing or refinancing of each project, including proposals and projections presented by the sponsor or underwriter, the appraisal and any feasibility or market study and reporting its views and any concerns to Authority staff; provided that the Program Consultant shall not be expected to perform any due diligence or be held
responsible for the outcome of any financing or refinancing, excepting only for gross
recklessness or willful misconduct.

(b) POST-ISSUANCE SERVICES

(i) consult with the Trustee about a record of the Authority’s accounts and
sub-accounts established under the indenture reflecting complete and
accurate cash flow activity and invested balances relating to all funds and
accounts and about providing a quarterly statement of such accounts to the
Authority;

(ii) consult with the party (the “Project Manager”) responsible for the
ongoing day-to-day management of the project and with the party (the
“Project Administrator”) responsible for monitoring and supervising
operations of the projects on the development and preparation of the initial
and ongoing annual operation plan and budget, capital budget, plans for
promotion, operation, repair, and maintenance (collectively, the “Project
Management Plans”). The Program Consultant shall promptly notify the
Authority in writing as to any objections it may have to the Project
Management Plans;

(iii) in accordance with the terms and conditions set forth in Appendix A
hereto, furnish the information and reports required in order to satisfy the
continuing disclosure undertaking made by the Authority in connection
with the issuance of bond;

(iv) in accordance with the terms and conditions set forth in Appendix B
hereto, perform annual arbitrage rebate analysis and furnish arbitrage
reports annually to the Trustee;

(c) in accordance with the terms and conditions set forth in Appendix C
hereto, provide structured product bidding agent services related to the investment of proceeds of
the bonds.

(d) Notwithstanding the foregoing, it is understood and agreed that the
Program Consultant shall not have any duty to expend or invest its own funds, or to pay any
Debt Service or any rebate to the United States.

(e) Nothing herein is intended to absolve the Authority of its duties and
performance obligations under the Indenture or other transaction documents executed by the
Authority in connection with the Bonds. Notwithstanding anything to the contrary set forth
herein the Authority may at any time act on its own behalf. In any event the Program Consultant
shall bear no responsibility for actions taken in good faith by it in conformity with the directions
of the Authority.

4.2 Restrictions.
(a) Notwithstanding the foregoing, the Program Consultant shall not take any action on behalf of the Authority that the Authority is prohibited from taking under the Indenture or the Tax Certificate.

5. **STANDARDS.**

   The Program Consultant shall render the services called for hereunder in good faith, taking into consideration the best interests of the Authority, and adhere to a standard of not performing services in a negligent manner. The Program Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Program Consultant’s obligations pursuant to this Agreement. The Program Consultant shall comply with all applicable laws, ordinances, and codes of the federal, state, and local government while performing the services described herein in a good, skillful, and professional manner. The Program Consultant shall keep itself informed of all local, State, and Federal ordinances, laws, and regulations which in any manner affect those employed by it or in any way affect the performance of the services pursuant to this Agreement. Neither the Authority nor any of the Authority’s officers, officials, employees, and agents shall be liable at law or in equity occasioned by failure of the Program Consultant to comply with this section.

6. **INFORMATION.**

   (a) The Authority shall take such actions as are reasonably necessary to assist the Program Consultant to cause the Underwriter, the Trustee, the Project Administrator, the Project Manager, and other parties to prepare and supply to the Program Consultant such information as the Program Consultant from time to time reasonably may request in connection with the performance of its obligations hereunder.

   (b) The Authority recognizes that the accuracy and completeness of the records maintained and the information supplied by the Program Consultant hereunder is dependent upon the accuracy and completeness of the information obtained by the Program Consultant from the Underwriter, the Trustee, the Project Administrator, the Project Manager, and from other sources, and the Program Consultant shall not be responsible for any inaccuracy in the information as obtained.

   (c) The Authority shall have reasonable access during usual business hours to the books and records of the Program Consultant relating to the services provided by the Program Consultant hereunder.

   (d) The Program Consultant may receive information from the Authority during the course of the Program Consultant’s performance under this Agreement identified in writing by the Authority as confidential information (“Confidential Information”). To the extent that the Authority provides the Program Consultant with Confidential Information, the Program Consultant shall not disclose or make available such information to third parties except under the following circumstances: (i) the Program Consultant has obtained the Authority’s prior written approval for the disclosure, or (ii) the Program Consultant is required by law to make the disclosure (in which case, such disclosure shall be limited to the extent required by law and the
Program Consultant shall notify the Authority as soon as possible upon learning its obligation to disclose).

7. **NOTICES.**

All notices, requests and other communications permitted or required hereunder shall be in writing and shall be delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or email as follows:

If to the Program Consultant, addressed to:

BLX Group LLC  
777 S Figueroa Avenue  
Suite 3200  
Los Angeles, CA 90017  
Attention: Mr. Craig Underwood  
Email: cunderwood@blxgroup.com

If to the Authority, addressed to:

CSCDA COMMUNITY IMPROVEMENT AUTHORITY  
c/o CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY  
1700 North Broadway, Suite 405  
Walnut Creek, CA 94596  
Attention: James Hamill  
Email: jhamill@cscda.org

or to such other place within the United States of America as either party may designate as to itself by written notice to the other. All notices given by personal delivery or mail shall be effective on the date of actual receipt at the appropriate address. Notice given email shall be effective upon actual receipt if received during the recipient’s normal business hours or the beginning of the next business day after receipt if received after the recipient’s normal business hours.

8. **NON-EXCLUSIVE SERVICES.**

The Program Consultant may engage in any other activities, even though such activities may compete with the business of the Authority. Nothing in this Program Consultant Agreement shall limit or restrict the right of any official or employee of the Program Consultant or any related person or entity to engage in any other business or activity or to devote his or her time and attention in part to the management or other aspects of any other business or activity, whether of a similar or dissimilar nature to the business of the Authority.
9. **ENTIRE AGREEMENT; AMENDMENTS; WAIVER.**

This Program Consultant Agreement constitutes the entire agreement between the parties hereto. This Program Consultant Agreement may not be amended, and no rights hereunder may be waived, except by a written document signed by the duly authorized representatives of the parties. No waiver of any of the provisions of this Program Consultant Agreement shall be deemed to be or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided.

10. **ASSIGNMENT; RESIGNATION; REMOVAL.**

This Program Consultant Agreement may not be assigned by the Program Consultant without the prior written consent of the Authority. Subject to the foregoing, this Program Consultant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any party’s transfer or assignment in violation of this Section 11 shall be void as to the other party.

The Program Consultant may resign on not less than 90 days’ written notice to the Authority. The Program Consultant may be removed for cause at any time and may be removed without cause by the Authority on not less than 90 days’ written notice to the Program Consultant, in which case the Program Consultant will be entitled to receive any unpaid fees prorated for work satisfactorily performed and not responsible for returning any fees previously paid.

11. **MUNICIPAL ADVISOR DISCLOSURE.**

Certain services to be provided by the Program Consultant may be deemed to be municipal advisory services. As such, the Program Consultant will only utilize municipal advisory registered employees to provide such services.

12. **COUNTERPARTS.**

This Program Consultant Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Program Consultant Agreement by signing any such counterpart.
IN WITNESS WHEREOF, the parties hereto have caused this Program Consultant Agreement to be duly executed as of the day and year first above written.

BLX GROUP LLC

By: __________________________

Name: Craig Underwood
Title: President

CSCDA COMMUNITY IMPROVEMENT AUTHORITY

By: __________________________

Name: __________________________
Title: __________________________
Appendix A

THE PROGRAM CONSULTANT will perform the following services, subject to the conditions and limitations set forth herein.

(i) Perform the duties of the “dissemination agent” under the Continuing Disclosure Agreement;

(ii) Determine from the Continuing Disclosure Agreement(s) and provide notice to the Authority at least 60 days in advance, by when the Annual/Quarterly Reports must be provided to the Municipal Securities Rulemaking Board's (“MSRB”) Electronic Municipal Market Access system (“EMMA”)

(iii) Assist the officers or employees of the Authority designated with responsibility for continuing disclosure to assemble information necessary for the Annual/Quarterly Reports;

(iv) Format or assist in formatting such material into an Annual/Quarterly Reports;

(v) Assist in preparation of the notice concerning any Listed Event determined by the Authority;

(vi) Monitor rating changes with respect to the bonds utilizing third party sources, including Bloomberg, to determine if a rating change has occurred;

(vii) Notify the Authority of such rating changes on the bonds within 5-7 business days of the date of such rating change, including the revised rating, the effective date of the revised rating, and the rating agency responsible for the rating change;

(viii) Submit or confirm submission of the Annual/Quarterly Reports and Listed Event notices to EMMA; and

(ix) Maintain, or cause to be maintained, for at least six (6) years, a record of the annual/Quarterly Reports and Listed Event notices submitted to EMMA.

The Authority acknowledges that with respect the continuing disclosure services listed herein, although the Program Consultant is presently wholly owned by the law firm of Orrick, (1) the Program Consultant is not a part of the law firm, its employees are not lawyers and the services it provides, including all services contemplated by this agreement, are not legal services and do not include legal advice or legal opinions of any kind; (2) the Program Consultant, therefore, is not being engaged hereunder and does not undertake to independently verify, or otherwise assume any responsibility for, the accuracy, completeness of fairness of any disclosures made in Annual/Quarterly Reports or notices of Listed Events or compliance with federal or state securities laws; (3) the Program Consultant is not being engaged hereunder and does no undertaking to make any inquiry to attorneys or others at Orrick for legal advice or for information anyone at Orrick may have which might be material to the Authority or the disclosures which shall be the sole responsibility of the Authority. In addition, the Authority agrees that any or all information obtained or developed pursuant to this engagement may be
used and disclosed by the Program Consultant as required for the Program Consultant to perform its duties under the continuing disclosure agreements.
Appendix B

The Program Consultant will calculate the amount of rebate liability with respect to the bonds once per year as of the end of each bond year and as of the final maturity or redemption of the bonds (each such date on which a rebate calculation is performed is referred to herein as a "Calculation Date") applying regulations of the United States Department of the Treasury ("Treasury") in effect on such Calculation Date.

With respect to each Calculation Date, the Program Consultant will prepare or cause to be prepared schedules reflecting the relevant calculations and the assumptions involved and will deliver a rebate liability report addressed to the Authority and Trustee as to the amount of the rebate or penalty liability as of such Calculation Date.

Each such rebate liability report will include a legal opinion provided by Orrick. The Program Consultant will engage Orrick to provide legal oversight and review as it deems necessary to render its opinion that the computations shown in the report were performed in accordance with applicable federal law and regulations. No additional fees will be charged by Orrick for providing the legal services described herein. The Program Consultant will separately compensate Orrick for such services.

The Authority and the Trustee undertake to provide or cause to be provided to the Program Consultant all such relevant data, as specified by the Program Consultant from time to time and shall cooperate with all reasonable requests of the Program Consultant in connection therewith.

The Program Consultant is not being engaged hereunder, and the Program Consultant is not hereby obligated, to undertake any of the following: (1) independently determine whether there were "prohibited payments" or "imputed receipts" within the meaning of the Treasury Regulations; and (2) review the tax-exempt status of interest on the Series A Bonds or any other aspect of the bond program except for rebate liability to the extent set forth in this Agreement; In addition, the Program Consultant will be entitled to rely entirely on information provided by the Authority and the Trustee without independent verification.
Appendix C

If requested by the Authority, the Program Consultant will provide the following services as bidding agent for the acquisition of structured products by the Authority.

1. The Program Consultant will prepare an invitation to solicit bids (the “RFB”) from investment providers for investments that qualify under the Indenture.

2. The Program Consultant will prepare a proposed list of qualified investment providers to receive the RFB.

3. The Program Consultant will solicit at least three bids and coordinate a competitive solicitation of such bids.

4. The Program Consultant will receive the bids and provide such bids to the Authority via BLXbid.com for selection of the highest bid and obtain from the winning bidder a certificate that the purchase price of any securities sold to the Authority is equal to the fair market value of those securities.

5. The Program Consultant will work with the Authority, bond counsel, trustee, and investment provider to close the investment transaction.

The Program Consultant will have no responsibility for the preparation of the structured product agreement and will not be responsible for providing legal opinions called for by the structured product agreement. The Authority shall make separate arrangement for legal counsel to review and negotiate the structured product agreement and provide any required legal opinions and the Program Consultant shall not be responsible for paying legal fees thereof. The services provided by the Program Consultant will be limited to those set forth above.

The Program Consultant will have no discretion or control over the final decisions regarding solicitation and selection of the investment providers and execution of the investments acquired. All such final decisions will be made by the Authority.

With respect to services described above, the Program Consultant’s services will terminate upon execution and delivery of the structured product agreement. The Program Consultant will make no representation about any of the investment providers that receive the RFB or the winning investment provider except that such investment providers meet the credit worthiness criteria as set forth in the Indenture at the time of selection of the winning investment.

The Program Consultant is a registered with both the Securities and Exchange Commission (“SEC”) and the Municipal Rulemaking Board (“MSRB”) as a municipal advisor. As a municipal advisor, the Program Consultant is subject to certain rules and regulations of those organizations. Pursuant to MSRB rules, the Program Consultant is required to deal fairly with all persons. SEC rules also confirm that the Program Consultant is to uphold a fiduciary duty to municipal advisory clients.

The Program Consultant has taken steps to identify potential conflicts of interest that may impact its ability to fulfill its duties. Please also note that some of the investment providers that
may receive the RFB and may win the bidding may have been, may be or may become clients of the Program Consultant or Orrick. However, none is or shall be a client of the Program Consultant or Orrick with respect to this transaction. To the extent that, because of any other relationship between the Program Consultant or Orrick and any investment provider, there may appear to be or any conflict, actual or potential, with respect to the Authority’s engagement of the Program Consultant, the Authority hereby waives the conflict and consents to any such other relationship.

The Program Consultant serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another the Program Consultant client. For example, the Program Consultant serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Authority. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of various clients, the Program Consultant could potentially face a conflict to interest arising from competing client interests. The Program Consultant fulfills its regulatory duty and mitigates such conflicts through dealing honesty and with the utmost good faith with the Authority.

Most forms of compensation for municipal advisors have some sort of potential conflict of interest inherent in the payment arrangement. Under a contingent fee form of compensation, payment of an advisor’s fee is dependent upon successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that may could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. This conflict of interest will not impair the Program Consultant’s ability to render unbiased and competent advice or to fulfill its regulatory duty to the Authority. If the Program Consultant becomes aware of any additional potential or actual conflict of interest after this disclosure, the Program Consultant will disclose this information in writing to the Authority in a timely manner.

The Program Consultant does not have any legal events or disciplinary history on the Program Consultant’s Form MA and Form MA-1, which includes information regarding any criminal actions, regulatory actions, investigations, terminations, judgements, liens, civil judicial actions, customer complaints, arbitrations, and civil litigation. The Authority may electronically access the Program Consultant’s most recent Form MA and each most recent Form MA-1 filed with the SEC at the following website using CIK 0001610628 in the fast search field: www.sec.gov/edgar/searchedgar/companysearch.html. If any material legal or regulatory action is brought against the Program Consultant, the Program Consultant will provide complete disclosure to the Authority.

Pursuant to MSRB Rule G-10, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients.
- The Program Consultant is currently registered as a Municipal Advisor with the SEC and MSRB.

- At the MSRB website (www.msrb.org), the Authority may obtain a Municipal Advisory client brochure. The brochure describes the protections that is provided by the MSRB rules along with how to file a complaint with financial regulatory authorities.
ATTACHMENT E
(Joint Exercise of Powers Agreement)
JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CSCDA COMMUNITY IMPROVEMENT AUTHORITY

THIS AGREEMENT, dated as of October 15, 2020, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the “Members” and those parties initially executing this Agreement are referred to as the “Charter Members”):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the “Joint Exercise of Powers Act”), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a “public agency” as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means; and

WHEREAS, each Member is also empowered by law to acquire, construct, improve, operate and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement, and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, leases, installment sale or other financing agreements, obligations or certificates of participation therein (each and all herein referred to as “Bonds”), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and
WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, workforce housing projects and other capital or working capital projects, purchase or acquisition of property, improvements, leases, contracts, receivables, commodities, bonds, other revenue streams or assets of any kind, liability or other insurance, or retirement programs, or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, by this Agreement, each Member desires to create and establish the “CSCDA Community Improvement Authority” for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

**Section 1. Purpose.**

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

**Section 2. Term.**

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement, resolution or other instrument pursuant to which such Bonds are issued.

**Section 3. Authority.**

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the “CSCDA Community Improvement Authority” (the “Authority”), and said Authority shall be a public entity separate and apart from the Members. Its Bonds and other debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members, and Bonds issued by the Authority shall be non-recourse to Authority except only as and to the extent moneys or other assets are pledged by the Authority to the Bonds by the indenture, trust agreement, resolution or other instrument pursuant to which such Bonds are issued.
B. BOARD.

The Authority shall be administered by the Board of Directors (the “Board,” or the “Directors” and each a “Director”) consisting of the Commissioners of California Statewide Communities Development Authority (the “CSCDA”). The term of office as a member of the Board shall terminate when such member shall cease to be a Commissioner of the CSCDA and the successor to such Commissioner shall become a member of the Board.

The Board may appoint an alternative Director for each Director who may act as a Director in place of and during the absence or disability of such regular Director (in which case all references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director).

Notwithstanding the preceding paragraph, the Board may by resolution or bylaws provide for changes in the qualifications, composition and number of Directors, the appointment of Directors successors, their respective terms of office and any other provisions relating to the qualification and office of the Directors.

The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein.

Directors shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the “Treasurer”) pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an “Indenture”) providing for a trustee or other fiscal agent, and except as may otherwise be specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and
6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than $1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.
(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors present at the meeting, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such bylaws, policies or rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, improve, own, maintain and operate, or provide for maintenance and operation, and sell, lease, pledge, assign, mortgage or otherwise dispose, of any property, improvements, commodities, leases, contracts, receivables, bonds or other revenue streams or assets of any kind; to exercise the power of condemnation; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to establish and collect fees; to form public benefit nonprofit corporations or other affiliate entities to accomplish any of its purposes; to make grants, loans or provide other financial assistance to governmental, nonprofit and for profit organizations to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes. The boundaries of the Authority shall encompass the boundaries of all the Members and the powers of the Authority may be exercised anywhere within those boundaries or to the extent permitted by the laws of the State of California, including, but not limited to the Joint Exercise of Powers Act, outside of those boundaries, which may be outside of the State of California, provided that the power of condemnation may only be exercised within the jurisdictional boundaries of the Charter Members.
Notwithstanding anything to the contrary in the Agreement or otherwise, the Authority shall not have the power to and shall not enter into any retirement contract with any public retirement system (as defined in Section 6508.2 of the California Government Code) for any reason. The provision in this paragraph is intended to benefit Members and to be a confirming irrevocable obligation of the Authority which may be enforced by Members individually or collectively.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property, contracts or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California county could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term “Fiscal Year” shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2021.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Bonds.

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing or refinancing or on post-issuance compliance or administration may be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds, payments made by Bond obligors or other third parties, project revenues, or any other unencumbered funds of the Authority available for such purpose.
Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto or related to any project or program financed or refinanced with Bonds, except the Authority from the revenues and funds pledged and available therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds, or any costs related thereto or to any project or program financed or refinanced thereby, nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity, and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds or by reason of any project or program financed or refinanced with Bonds.

Section 9. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.
The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Charter Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 10. **Funds.**

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 11. **Notices.**

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided that, to the extent permitted by law, the Authority may provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. **Additional Members/Withdrawal of Members.**

Qualifying public agencies may be added as parties to this Agreement and become Charter Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Charter Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.
Qualifying public agencies may also be added as Non-Charter Members ("Additional Members") of the Authority upon: (1) the filing by such public agency with the Authority of a resolution of the governing body of such public agency requesting to be added as an Additional Member of the Authority, and (2) adoption of a resolution of the Board approving the addition of such public agency as an Additional Member. An Additional Member may limit in the aforementioned resolution the scope of its Additional Membership to what is necessary or appropriate to facilitate the financing or refinancing of one or more specified projects or programs.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that at least one Member shall be a Charter Member and no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board, which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. The Board may purchase a policy or policies of insurance in furtherance of any indemnification obligation created or otherwise in protection of Directors, officers, employees or other agents.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and to nonprofit organizations to accomplish any of the governmental unit’s or nonprofit organization's purposes.
Section 15. **Immunities.**

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. **Amendments.**

Except as provided in Sections 3B and 12 above, this Agreement shall not be amended, modified, or altered, unless the written consent of each of the Charter Members is obtained; provided that no amendment shall materially adversely affect the interests of any Additional Member unless the negative consent of that Additional Member is also obtained. To obtain the negative consent of each such Additional Member, the following negative consent procedure shall be followed: (a) the Authority shall provide each such Additional Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each such Additional Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no such Additional Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. **Effectiveness.**

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Charter Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Charter Member approving this Agreement and the execution and delivery hereof.

Section 18. **Partial Invalidity.**

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 19. **Successors.**

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.
Section 20. **Miscellaneous.**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement, including its recitals which are incorporated herein, is the complete and exclusive statement of the agreement among the Members, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Charter Member:

Yolo County

By 
Name: Gary Sandy
Title: Chair, Board of Supervisors

ATTEST:

By
Name: Lupita Ramirez
Title: Deputy Clerk

Approved as to Form:

Megan Stedtfeld
Assistant County Counsel

Charter Member:

City of Woodland

By 
Name: Ana B. Gonzalez
Title: City Clerk

By 
Name: Rich Lansburgh
Title: Mayor

4130-8559-5173.3
CSCDA Community Improvement Authority
Agenda Report

DATE: October 15, 2020

TO: Board of Directors

FROM: Cathy Bando, Executive Director

PURPOSE: Consideration of an Agreement for General Counsel Services with Richards, Watson & Gershon, LLC

BACKGROUND AND SUMMARY:

Richards, Watson & Gershon, LLC (RWG) currently serves as General Counsel to CSCDA and its affiliates. It is proposed that RWG also serve as General Counsel to the CSCDA Community Improvement Authority pursuant to the Agreement for General Counsel Services in Attachment A.

RECOMMENDATION:

CSCDA’s Executive Director recommends approval of the CSCDA Community Improvement Authority Agreement for General Counsel Services with Richards, Watson & Gershon, LLC.
ATTACHMENT A
CSCDA COMMUNITY IMPROVEMENT AUTHORITY AGREEMENT FOR GENERAL COUNSEL SERVICES

THIS AGREEMENT is made and entered into this 15th day of October, 2020, by and between the CSCDA COMMUNITY IMPROVEMENT AUTHORITY, hereinafter referred to as “Authority”, and Richards, Watson & Gershon, LLC, hereinafter referred to as “RWG”.

RECITALS:

WHEREAS, Authority desires to retain RWG to provide General Counsel Legal Services; and
WHEREAS, RWG warrants that it is qualified and competent to render these services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by the Authority, the parties agree to the following:

1. **SCOPE OF SERVICES:**

   Under direction of the Commission and in consultation with the Program Manager, RWG shall serve as General Counsel for the Authority providing all legal services reasonably required by the Authority.

   Duties shall include but not be limited to:

   1. Attend all Commission meetings unless excused by the Program Manager.
   2. Provide advice and render opinions on Brown Act, conflict of interest and procedural questions.
   3. Provide legal research and advice on other legal matters requested by the Authority.
   4. Represent the Authority in any legal actions brought by or against the Authority.
   5. Prepare, amend, interpret and enforce agreements entered into by the Authority as requested by the Authority.

2. **FEES:**

   The fees for furnishing services under this Agreement shall be based on the rate schedule, which is attached hereto as Exhibit “A” and by this reference incorporated herein. Such fees shall not be increased without the approval of the Commission.

3. **PAYMENT:**

   The fees for services under this Agreement shall be due within thirty (30) calendar days after receipt by the Authority of an invoice covering the service(s) rendered.
4. **INSURANCE AND INDEMNIFICATION:**

RWG shall maintain a commercial general liability insurance policy in the minimum amount of one million dollars ($1,000,000). Where the services to be provided under this Agreement involve or require the use of any type of vehicle by RWG in order to perform such services, RWG also shall provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the minimum amount of $300,000.00. These policies shall remain in force through the term of this Agreement and shall be payable on a “per occurrence” basis unless Authority specifically consents to a “claims made” basis. The Authority shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to Authority prior to commencement of work, and the certificate with endorsement shall provide for ten (10) days advance notice to Agency of any termination or reduction in coverage. RWG also shall maintain a professional liability insurance policy with a minimum limit of one million dollars ($1,000,000).

Nothing herein shall be construed as a limitation of RWG’s liability, and RWG shall hold harmless, indemnify and defend the Authority against any and all claims, demands, damages, losses and expenses that may arise by reason of RWG’s negligent actions or omissions. Authority agrees to timely notify RWG of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the Agreement. In addition to any other available remedies, Authority may suspend payment to RWG for any services provided during any time that the required insurance was not in effect and until such time as RWG provides adequate evidence that RWG has obtained the required coverage.

5. **WORKER’S COMPENSATION:**

RWG acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement. If RWG has employees, a copy of the certificates evidencing such insurance shall be provided to Authority prior to commencement of work.

6. **NONDISCRIMINATORY EMPLOYMENT:**

RWG shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. RWG understands and agrees that RWG is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

7. **ASSIGNMENT:**

The rights, responsibilities and duties under this Agreement are personal to RWG and may not be transferred or assigned without the express prior written consent of the Authority.
8. **TIME OF AGREEMENT:**

This Agreement shall commence on October __, 2020, and shall terminate pursuant to Section 9.

9. **TERMINATION:**

   A. If RWG fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, the Authority may terminate this Agreement by giving five (5) calendar days written notice to the party involved.

   B. RWG shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the RWG has no control.

   C. Either party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered or certified mail.

   D. In the event of termination not the fault of RWG, RWG shall be paid for services performed to the date of termination in accordance with the terms of this Agreement.

10. **RELATIONSHIP BETWEEN PARTIES:**

It is expressly understood that in the performances of the services under this Agreement, RWG, and the agents and employees thereof, shall act in an independent capacity as an independent contractor and not as officers, employees or agents of the Authority. RWG shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker’s compensation.

11. **AMENDMENT:**

This Agreement may be amended or modified only by written agreement of all parties.

12. **ASSIGNMENT OF PERSONNEL:**

RWG shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experiences are provided, acceptable to Authority, as is evidenced in writing.

13. **JURISDICTION AND VENUE:**

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Sacramento County, California.
14. **COMPLIANCE WITH APPLICABLE LAWS:**

RWG shall comply with any and all federal, state and local laws affecting the services covered by this Agreement.

15. **NOTICES:**

This Agreement shall be managed and administered on Authority’s behalf by the Program Manager whose address is set forth below. All invoices shall be submitted and approved by the Program Manager and all notices shall be given to Authority at the following location:

<table>
<thead>
<tr>
<th>Jon Penkower</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managing Director</td>
</tr>
<tr>
<td>CSCDA COMMUNITY IMPROVEMENT AUTHORITY</td>
</tr>
<tr>
<td>1700 N. Broadway, Suite 405</td>
</tr>
<tr>
<td>Walnut Creek, CA 94596</td>
</tr>
</tbody>
</table>

Notices shall be given to RWG at the following addresses:

<table>
<thead>
<tr>
<th>Trisha A. Ortiz</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richards Watson &amp; Gershon</td>
</tr>
<tr>
<td>One Sansome Street, Suite 2850</td>
</tr>
<tr>
<td>San Francisco, CA 94104</td>
</tr>
</tbody>
</table>

16. **WAIVER OF POTENTIAL CONFLICTS WITH PUBLIC AGENCY CLIENTS:**

Authority acknowledges that RWG represents a number of local public agency clients that are either members of the Authority or have or may in the future participate in Authority programs. A list of RWG’s existing public agency clients was provided to the Authority in its proposal for General Counsel Services. Since the duties of General Counsel do not involve the representation of the Authority in the preparation, negotiation and review of program documents and other related matters with program participants, the Authority will waive any potential conflicts from and consent to RWG representing its existing or future public agency clients participating in Authority programs. RWG has provided a letter to the Authority, concurrently with the
execution of this Agreement, in accordance with the Rules of Professional Conduct of the State Bar of California, accomplishing such waiver and informed consent.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date first above written.

APPROVED BY

CSCDA COMMUNITY IMPROVEMENT AUTHORITY

By: ________________________________
   Chair of the Commission

RICHARDS, WATSON & GERSHON

By: ________________________________
   Trisha A. Ortiz
Exhibit “A”

Compensation

RWG shall be paid on an hourly fee basis for its services under this Agreement as follows:

Attendance at Commission Meetings, including review of Commission Agendas
$300 per hour with travel time to and from Sacramento limited to 1 hour roundtrip

General Services (all services other than attendance at Commission meetings and litigation)
$335 per hour for Shareholders and Senior Attorneys
$275 per hour for Associates

Litigation Services

$350 per hour for Shareholders and Senior Attorneys
$295 per hour for Associates

Costs and Expenses

RWG shall be reimbursed for all costs and expenses reasonably incurred in performing its services under this Agreement except as otherwise provided herein. Duplication shall be reimbursed at 15 cents per page. Mileage costs shall not be charged for travel to and from Commission meetings or meetings at the Program Manager’s office. Secretarial overtime and word processing costs will not be billed to the Authority. All other expenses shall be billed at actual cost.
DATE: October 15, 2020
TO: Board of Directors
FROM: Cathy Bando, Executive Director
PURPOSE: Consideration of a resolution approving authorized signatories for the Authority

BACKGROUND AND SUMMARY:
Currently the following staff at CSAC, the League of Cities, CSCDA’s Executive Director and Bridge Strategic Partners are authorized signatures on behalf of CSCDA: Alan Fernandes, Graham Knaus, Catherine Bando, Korina Jones, Christy Stutzman, Sendy Young, Norman Coppinger, James Hamill and Jon Penkower. It is proposed that the same individuals be approved as authorized signatories for the CSCDA Community Improvement Authority (the “Authority”).

ATTACHMENTS:
Attachment A: Authority Designation Resolution

RECOMMENDATION:
CSCDA’s Executive Director recommends adoption of the resolution approving authorized signatories for the Authority.
ATTACHMENT A

RESOLUTION NO. 2020-02

A RESOLUTION OF THE CSCDA COMMUNITY IMPROVEMENT AUTHORITY AUTHORIZING, AMONG OTHER MATTERS, DESIGNEES THEREOF TO EXECUTE AND DELIVER ON BEHALF OF THE BOARD OF DIRECTORS OR THE AUTHORITY DOCUMENTS REQUIRING SIGNATURE BY A DIRECTOR OF THE BOARD OF DIRECTORS OR OFFICER OF THE AUTHORITY AND AUTHORIZED BY AUTHORITY RESOLUTION

WHEREAS, pursuant to the provisions of the Joint Exercise of Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California (the “Act”), Yolo County and the City of Woodland entered into a joint exercise of powers agreement (the “Agreement”) pursuant to which the CSCDA Community Improvement Authority (the “Authority”) was organized; and

WHEREAS, pursuant to the Agreement, the Authority is administered by the Board of Directors (the “Board of Directors”) consisting of the Commissioners of the California Statewide Communities Development Authority (the “Directors” and each individually, a “Director”); and

WHEREAS, pursuant to the Agreement, the Board of Directors has the power, by resolution, to the extent permitted by the Act and any other applicable law, to delegate any of its functions to one or more of the Directors, its officers, its employees or its agents and to cause such designees to take any actions and execute any documents or instruments for and in the name and on behalf of the Board of Directors or the Authority; and

WHEREAS, the Board of Directors desires to delegate to certain agents the function of declaring the Authority’s official intent to reimburse, and the execution and delivery on behalf of the Authority of any documents, certificates or instruments requiring signature by any Director, including any Director acting as an officer of the Board of Directors, that are authorized for execution and delivery by adoption of a resolution of the Authority (each an “Authority Resolution”); and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

Section 1. The Authority hereby finds and determines that the foregoing recitals are true and correct.

Section 2. The Authority hereby appoints Korina Jones, Christy Stutzman, Sendy Young, James Hamill, Jon Penkower, Alan Fernandes, Graham Knaus, Catherine Bando and Norman Coppinger, and such other persons as may from time to time be appointed pursuant to a resolution of the Authority, delegates of the Directors with certain administrative duties as further specified in Sections 3 and 4 below. Korina Jones, Christy Stutzman, Sendy Young, James Hamill, Jon Penkower, Alan Fernandes, Graham Knaus, Catherine Bando and Norman Coppinger are each referred to herein as an “Authorized Signatory.”

Section 3. To the extent permitted by the Act or any other applicable law, the Board of Directors hereby delegates to each Authorized Signatory, on behalf of a Director, the power to declare the official intent of the Authority to reimburse expenditures pursuant to Section 1.150-2 of the Treasury Regulations, and administrative authority to execute and deliver any documents, certificates or instruments requiring signature by any Director, including any Director acting as an officer of the Board of Directors, that are authorized for execution and delivery by Authority Resolution, including, but not limited to, the execution and delivery of any bonds, notes or other evidences of indebtedness issued and/or delivered by the Authority.
Section 4. Any all amendments, consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents executed in connection with bonds issued by the Authority, which may be necessary or desirable in connection with (i) any amendment of such documents, which does not adversely affect the bondholders, and which does not adversely affect the Authority or its Members (as defined in the Agreement); (ii) any transfer or other disposition of the applicable project that complies with the conditions set forth in the documents authorized in connection with the approval of the financing of such project; (iii) any addition or substitution of security for bonds which has no adverse effect on the holders thereof, especially if a mandatory tender is required; or (iv) any redemption of the bonds in accordance with their terms, may be given or taken by any Director of this Board of Directors without further authorization by this Board of Directors, and such Director is hereby authorized and directed to execute such amendment or give any such consent, approval, notice, order or request and to take any such action that such Director may deem necessary to further the purposes of this resolution and the continued financing of the applicable project.

To the extent permitted by the Act or any other applicable law, the Board of Directors hereby delegates to each Authorized Signatory, on behalf of a Director, including a Director acting as an officer of the Authority, the administrative authority to execute and deliver, any amendments, waivers, consents, approvals, notices, orders, requests, entered into or given in accordance with the documents that are authorized for execution and delivery by Authority Resolution, as provided to such Authorized Signatory by staff to the Authority upon the advice of counsel to the Authority.

Section 5. The Board of Directors hereby delegates to each Authorized Signatory, on behalf of a Director, the administrative authority to record and publish minutes of meetings of the Board of Directors on behalf of the Authority.

Section 6. All actions heretofore taken by any Director, Authorized Signatory and other appropriate officers, employees and agents of the Authority with respect to the matters herein contained are hereby ratified, confirmed and approved

Section 7. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the CSCDA Community Improvement Authority this October 15, 2020.

I, the undersigned, an Authorized Signatory of the CSCDA Community Improvement Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Board of Directors of the Authority at a duly called meeting of the Board of Directors of the Authority held in accordance with law on October 15, 2020.

By____________________________________
Authorized Signatory
CSCDA Community Improvement Authority
DATE: October 15, 2020  
TO: Board of Directors  
FROM: Cathy Bando, Executive Director  
PURPOSE: Consideration of issuance policies, post-issuance compliance policies, local debt policy and fee schedule for the Authority  

BACKGROUND AND SUMMARY:  
Attached are the proposed issuance policies, post-issuance compliance policies, local debt policy, and fee schedule for the Authority. The proposed issuance policies and local debt policy are in substantially the same form as the existing issuance policies and local debt policy for CSCDA. The post-issuance compliance policies have been tailored to the role of the Authority issuing general purpose governmental bonds for eligible projects. The policies have been reviewed by CSCDA’s General Counsel and Orrick, Herrington & Sutcliffe as special counsel.  

ATTACHMENTS:  
Attachment A: Issuance Policies  
Attachment B: Post-Issuance Compliance Policies  
Attachment C: Resolution & Local Debt Policy  
Attachment D: Fee Schedule  

RECOMMENDATION:  
CSCDA’s Executive Director recommends approval of the attached issuance policies, post-issuance compliance policies, resolution authorizing a local debt policy, and fee schedule for the Authority.
ATTACHMENT A  
(Issuance Policies)

The CSCDA Community Improvement Authority (the “Authority”) Financing Policy is intended as a guide for the Authority and for applicants. While the Authority reserves the right, in its discretion, to approve exceptions, applicants should not expect any exceptions.

(a) General Requirements – All Financings

The following issuance policies relate to all financings issued through the Authority:

1. The city, county or local agency hosting the proposed project must be a member of the Authority.
2. Approval by the city, county or local agency hosting the proposed project as required under the Internal Revenue Code (if applicable).
3. Standard indemnification with respect to the financing and the project provided by the applicant to the Authority in the appropriate financing documents and/or funding (from proceeds and revenues) of an extraordinary expense account provided for in the financing documents in amounts satisfactory to the Authority to cover the same risks and costs that would be covered by indemnification.
4. Standard indemnification with respect to the issuance and sale of Bonds provided by the underwriter to the Authority in the purchase contract.
5. The Authority’s Counsel shall conduct a review of the financing documents for consistency with the Authority’s policies and form documents.
6. The Authority’s Executive Director and Program Manager shall conduct a review of the financing and the associated public benefits.
7. If offering material or a disclosure document is required, it shall contain language that the Authority takes no responsibility for the disclosures contained therein (except for information under the sections titled "THE AUTHORITY" and "LITIGATION" to the extent such information pertains to the Authority);
8. If offering material or a disclosure document is required, the applicant shall have its counsel deliver a 10b-5 opinion covering such document at closing. The contents of such opinion shall be to the satisfaction of the Authority and its Counsel.
9. No gaming facilities are to be financed.

(b) Requirements for Financings Rated "BBB- or Baa3" or Better

Financings that have been assigned a minimum of one investment grade credit rating by Standard & Poors, Moody's Investors Service or Fitch Ratings will be subject to the issuance requirements below:

1. Bonds may be issued and sold through a public offering, private placement or limited public offering with appropriate disclosure or offering materials.
2. Bonds may be issued in $5,000 or such other minimum denominations at the discretion of the applicant and approved by the Authority.
3. Bonds not sold to an “underwriter” within the meaning of the Securities Act of 1933 (for example, by private placement) shall be sold to purchasers who have executed a sophisticated investor letter in form acceptable to the Authority.

1 The lowest investment grade credit rating by S&P and Fitch is BBB- and by Moody’s is Baa3.
(c) Requirements for Financings Rated Below "BBB-", or Non-rated

1. Bonds must be sold to purchasers that are "qualified institutional buyers" as generally defined under Rule 144A of the Securities Act of 1933 and/or “accredited investors” as generally defined under Regulation D of the Securities Act of 1933, in each case who have executed a sophisticated investor letter in form acceptable to the Authority.

2. The offering material/disclosure document, if any, shall prominently indicate on the cover that Bonds can only be sold to qualified institutional buyers or accredited investors, as applicable.

3. The face of each Bond shall contain a legend stating to the effect that such Bond can only be sold to qualified institutional buyers or accredited investors, as applicable.

4. The bond documents shall contain provisions that restrict the ability to transfer the Bonds to only qualified institutional buyers or accredited investors, as applicable.

5. Bonds may be issued and sold through a private placement or limited public offering with appropriate disclosure or offering materials.

6. Bonds sold to "qualified institutional buyers" or "accredited investors" as specified above shall be sold in minimum denominations of $25,000 or greater.

(d) V. Criteria for Ownership (P3) Structure

1. Sponsor would agree to include structural and document protections of the Authority, set out in an outline prepared by Orrick Herrington & Sutcliffe based on its prior experience designing and implementing this structure. These protections will include (a) Disclaimers of contractual liability of any kind with respect to the bonds and all the other agreements to which the Authority is a party, (b) Disclaimer of responsibility for information contained in any disclosure document (other than the “Authority” and “Litigation” sections), (c) Adequate indemnifications or Indenture provisions for the funding of accounts with enough revenues, in the judgment of the Authority, from the project to cover any expenses the Authority may incur for any reason (budgeted and unbudgeted), and (d) Delegation as much as possible to the Bond Trustee, the Project Manager, the Project Administrator or the Program Financial Consultant of any additional responsibilities the Authority might otherwise have as a result of its ownership of the project.

2. Orrick shall be Issuer Counsel and Bond Counsel, and in such capacity would report to the Board any material adverse deviations prior to authorization of bonds and documents by the Board. Prior to commencement of bond related documentation, sponsor/applicant will have entered into an agreement with Orrick to pay its time-based fees and expenses in the bond issuance is abandoned or the bonds are not issued by an outside date.

3. In the event a disclosure document is prepared, any opinion rendered by disclosure or underwriters counsel would also be addressed to the Authority.

4. In event of private placement or limited offering, an investor letter would be required in connection with the original sale in form satisfactory to the Authority.

5. The Authority would select an Insurance Consultant, and the insurance required with respect to the project would meet or exceed the recommendations of the insurance consultant.

6. The Authority would not select, but would review the qualifications and concur in the selection of, the Project Manager.

7. The Authority would engage a Program Financial Consultant to act as the Authority’s fiduciary financial consultant on the transaction, and post-closing to oversee performance of the Project Administrator (if any) and Project Manager, including formulation of budgets, performing other tasks of the Authority as owner, review post-issuance rebate, continuing disclosure and other tax and disclosure compliance, and report at least annually to the Board on the foregoing.
8. The Authority will, at its discretion, annually review the Insurance Consultant, Project Manager and Program Financial Consultant, and make any changes it deems appropriate, including replacement of any such party if it is in default or otherwise not performing satisfactorily, provided that CSCDA will not seek to change the Project Manager without concurrence of the Bond Trustee and any ground lessor, donee of the project or other holder of residential interests in the project, and subject to any conditions set out in the bond documents.

9. The foregoing are in addition to the usual provisions and procedures the Authority applies to approving traditional conduit financings.
The purpose of these Post-Issuance Tax Compliance Procedures is to establish policies and procedures in connection with tax-exempt bonds and other obligations (the “Bonds”) issued by the CSCDA Community Improvement Authority (the “Authority”) so as to maximize the likelihood that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds are met. The Authority reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as circumstances warrant. The Authority also reserves the right to change these policies and procedures from time to time.

General

Inasmuch as the Authority is a responsible issuer authorizing the issuance of Bonds for itself or third-party borrowers to own and/or operate residential rental projects, the Authority now identifies post-issuance tax compliance procedures for all Bonds authorized by the Authority.

Post-Issuance Compliance Requirements

External Advisors / Documentation

For each issue of Bonds, the Authority (and any separate Borrower or operator charged with post-issuance compliance responsibilities) (the Authority or separate Borrower, if any, or operator to the extent charged by the Authority with post issuance compliance responsibilities are herein referred to collectively or individually as applicable as the “Responsible Compliance Party”) shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for tax-exempt status. The Authority’s Executive Director shall take the required actions for the Authority when the Authority is the Responsible Compliance Party. Those requirements and procedures shall be documented in the tax certificate and agreement (“Tax Certificate”) and/or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and certain other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

The Responsible Compliance Parties also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with any potential changes in use of Bond-financed or refinanced assets.

The Authority shall, or shall encourage or require the Responsible Compliance Party to engage expert advisors (each a “Rebate Service Provider”) to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds, unless the Tax Certificate documents that arbitrage rebate will not be applicable to an issue of Bonds.

Unless otherwise provided by the indenture relating to the Bonds, unexpended Bond proceeds shall be held by a trustee or other financial institution, and the investment of Bond proceeds shall be managed by the Authority or designee of the Authority. The Authority or its designee shall prepare (or cause the trustee to prepare) regular, periodic statements regarding the investments and transactions involving Bond proceeds and such statements shall be delivered to the Authority if it so requests.
Arbitrage Rebate and Yield

Unless the Tax Certificate documents that arbitrage rebate will not be applicable to an issue of Bonds, it is the Authority’s policy that the Responsible Compliance Party shall be responsible for:

- either (a) engaging the services of a Rebate Service Provider and, prior to each rebate calculation date, causing the trustee or other financial institution to deliver periodic statements concerning the investment of Bond proceeds to the Rebate Service Provider, or (b) undertaking rebate calculations itself and retaining or obtaining periodic statements concerning the investment of Bond proceeds;

- providing to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;

- monitoring efforts of the Rebate Service Provider;

- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond of each issue is redeemed;

- during the construction period (if any) of each capital project financed in whole or in part by Bonds, monitoring the investment and expenditure of Bond proceeds and consulting with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months or 18 months, as applicable, following the issue date of the Bonds; and

- retaining copies of all arbitrage reports, investment records and trustee statements as described below under “Record Keeping Requirements” and, upon request, providing such copies to the Authority.

The Responsible Compliance Party, in the Tax Certificate relating to the Bonds and/or other documents finalized at or before the issuance of the Bonds, shall agree to undertake the tasks listed above (unless the Tax Certificate documents that arbitrage rebate will not be applicable to an issue of Bonds).

Use of Bond Proceeds and Bond-Financed or Refinanced Assets:

It is the Authority’s policy that the Responsible Compliance Party shall be responsible for:

- monitoring the use of Bond proceeds (including investment earnings and including reimbursement of expenditures made before bond issuance) and the use of the Project throughout the term of the Bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate relating to the Bonds;

- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of Bonds (including investment earnings and including reimbursement of expenditures made before bond issuance), including a final allocation of Bond proceeds as described below under “Record Keeping Requirements”;

- consulting with bond counsel and other legal counsel and advisers in the review of any change in use or transfer of Bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate or the Regulatory relating to the Bonds; and
to the extent that the Responsible Compliance Party discovers that any applicable tax restrictions regarding use of Bond proceeds and Bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to preserve the tax-exempt status of the bonds.

The Responsible Compliance Party, in the Tax Certificate or the Regulatory Agreement relating to the Bonds and/or other documents finalized at or before the issuance of the Bonds, shall agree to undertake the tasks listed above.

All relevant records and contracts shall be maintained as described below.

**Record Keeping Requirement**

It is the Authority’s policy that the Responsible Compliance Party shall be responsible for maintaining the following documents for the term of each issue of Bonds (including refunding Bonds, if any) plus at least three years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered at or in connection with closing of the issue of Bonds;

a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds, including a final allocation of Bond proceeds; and

- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements, and copies of all bidding documents, if any.

The Responsible Compliance Party, in the Tax Certificate relating to the Bonds and/or other documents finalized at or before the issuance of the Bonds, shall agree to retain the records listed above.
RESOLUTION NO. 2020-03

A RESOLUTION OF THE CSCDA COMMUNITY IMPROVEMENT AUTHORITY ADOPTING A LOCAL DEBT POLICY

RECITALS:

WHEREAS, the CSCDA Community Improvement Authority (the “Authority”) intends to issue bonds or other financing obligations (collectively, “Local Debt”) subject to the filing of reports with the California Debt and Investment Advisory Commission (“CDIAC”) pursuant to Section 8855 of the California Government Code (“Section 8855”); and

WHEREAS, Senate Bill No. 1029 (“SB 1029”), effective January 1, 2017, amended Section 8855 to augment the information that must be provided by issuers of Local Debt to CDIAC; and

WHEREAS, prior to SB 1029, Section 8855 has required issuers of Local Debt to file a Report of Proposed Debt Issuance at least 30 days prior to the sale of any Local Debt issue; and

WHEREAS, SB 1029 amends the requirements of the Report of Proposed Debt Issuance to require that this report include a certification by the issuer that it has adopted local debt policies concerning the use of Local Debt and that the contemplated Local Debt issuance is consistent with those local debt policies; and

WHEREAS, the Authority may also, in the future, issue Local Debt for which a Report of Proposed Debt Issuance will need to be filed with CDIAC; and

WHEREAS, to facilitate issuance of Local Debt in the future and the ability of the Authority to make the requisite local debt policies certification required in connection therewith by subdivision (i) of Section 8855, as amended by SB 1029, the Authority desires to adopt the Local Debt Policy (the “Policy”), as set forth in Exhibit A hereto;

NOW, THEREFORE, THE COMMISSION OF THE AUTHORITY DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The above recitals, and each of them, are true and correct.

Section 2. The Policy, as set forth in Exhibit A, is hereby approved and adopted and shall be made applicable to all Local Debt issued by or on behalf of the Authority.

Section 3. The Chair, the Vice Chair, the Secretary, the Treasurer, any other members of the Commission of the Authority and the Executive Director are each hereby authorized and directed, jointly and severally, to do any and all things to effectuate the purposes of this Resolution and to implement the Policy, and any such actions previously taken by such officers are hereby ratified and confirmed.

Section 4. This Resolution shall take effect immediately upon adoption.

The undersigned, an Authorized Signatory of the CSCDA Community Improvement Authority, DOES HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of said Authority at a duly called meeting of the Commission of said Authority held in accordance with law on this 15th day of October, 2020.
By:____________________________________

Authorized Signatory
EXHIBIT A

CSCDA COMMUNITY IMPROVEMENT AUTHORITY
LOCAL DEBT POLICY

Section 1. DEFINITIONS

“Act” shall mean the Joint Exercise of Powers Act, being Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500.

“Agreement” shall mean that Joint Exercise of Powers Agreement relating to the CSCDA Community Improvement Authority, dated as of October 15, 2020.

“Authority” shall mean the CSCDA Community Improvement Authority.

“Debt” shall be interpreted broadly to mean bonds, notes, certificates of participation, financing leases, or other financing obligations, but the use of such term in this Policy shall be solely for convenience and shall not be interpreted to characterize any such obligation as an indebtedness or debt within the meaning of any statutory or constitutional debt limitation where the substance and terms of the obligation comport with exceptions thereto.

“Policy” shall mean this Local Debt Policy.

Section 2. PURPOSES OF DEBT

The Authority will consider Debt financing and refinancing of projects of any nature, including but not limited to, capital or working capital projects, purchase or acquisition of property, improvements, leases, contracts, receivables, commodities, bonds, other revenue streams or assets of any kind, liability or other insurance, or retirement programs, and any other uses authorized by the Act, for the following purposes:

(a) To assist a member of the Authority in financing public facilities, services or programs, including but not limited to short-term borrowing needs, and access to capital for public improvements and infrastructure.

(b) To assist certain private entities in financing a project or program that produces public benefits.

(c) To refinance outstanding debt in order to produce debt service savings or to restructure debt for other benefits.

(d) To finance a project or program intended to provide public benefits to any local community, including its residents, business, or institutions, including but not limited to promoting economic development.

5. To acquire, construct, or develop property for ownership by the Authority.

Section 3. TYPES OF DEBT

(a) The following types of debt are allowable under this Debt Policy:

(i) conduit revenue bonds or notes
(ii) general obligation bonds

(iii) bond or grant anticipation notes

(iv) leases, lease revenue bonds, installment sale or purchase agreements, certificates of participation and lease-purchase transactions

(v) project acquisition bonds

(vi) revenue bonds

(vii) tax and revenue anticipation notes

(viii) land-secured financings, such as special tax revenue bonds issued under the Mello-Roos Community Facilities Act of 1982, as amended, and limited obligation bonds issued under applicable assessment acts, including PACE financings

(ix) any other type of debt permitted under the Agreement and authorized by law.

(b) For purposes of this section, the term “bonds” may include notes, warrants, leases, installment purchase agreements, certificates of participation, financing agreements or any other evidence of an obligation to pay or repay money.

(c) The Authority may from time to time find that other types of debt would be beneficial to further its purposes and may approve such debt without an amendment of this Debt Policy.

Section 4. RELATIONSHIP OF DEBT TO CAPITAL IMPROVEMENT PROGRAM

The Authority has a program to encourage workforce housing and other projects that provide public benefits by financing ownership of such projects by the Authority.

Section 5. POLICY GOALS RELATED TO PLANNING GOALS AND OBJECTIVES

The Authority’s goals and objectives are to provide financing programs under the Act or other applicable provisions of law to promote infrastructure and economic and social development for California communities.

Section 6. INTERNAL CONTROL PROCEDURES CONCERNING USE OF PROCEEDS OF DEBT

One of the Authority’s priorities in the management of debt is to assure that the proceeds of the debt will be directed to the intended use for which the debt has been issued. In furtherance of this priority, the following procedures shall apply:

(a) A copy, which may be an electronic copy, of all debt-related records shall be retained at 1100 K Street, Suite 100, Sacramento California 95814. At minimum, these records shall include all official statements, bond legal
documents/transcripts, resolutions, trustee statements, leases, and title reports for each financing (to the extent available). Such records shall be retained while any debt of an issue is outstanding and during the three-year period following the final maturity or redemption of the bond issue or, if later, while any bonds that refund bonds of that original issue are outstanding and for the three-year period following the final maturity or redemption date of the latest refunding bond issue.

(b) The Executive Director or the designee of the Executive Director shall retain, for the applicable period specified in the above paragraph 1 of this Policy, a copy of each annual report filed with the California Debt and Investment Advisory Commission (CDIAC) pursuant to Section 8855(k) of the California Government Code concerning (1) debt authorized during the applicable reporting period (whether issued or not), (2) debt outstanding during the reporting period, and (3) the use during the reporting period of proceeds of issued debt.

(c) In connection with the preparation of each annual report to be filed with CDIAC pursuant to Section 8855(k) of the California Government Code, the Executive Director or the designee of the Executive Director shall keep a record of the original intended use for which the debt has been issued, and indicate whether the proceeds spent during the applicable one-year reporting period for such annual report comport with the intended use (at the time of original issuance or as modified pursuant to the following sentence). If a change in intended use has been authorized subsequent to the original issuance of the debt, the Executive Director or the designee of the Executive Director shall indicate in the record when the change in use was authorized and whether the Authority authorized the change in intended use.

(d) If the debt has been issued to finance a capital project and the project timeline or scope of project has changed in a way that all or a portion of the debt proceeds cannot be expended on the original project, the member of the Authority for whom the debt was issued shall consult with legal counsel (which may be bond counsel, if applicable, or the general counsel) to determine an appropriate alternative for the expenditure of the remaining debt proceeds (including prepayment of the debt).

Section 7. INTERPRETATION/WAIVER

This Debt Policy is intended to be interpreted in a manner consistent with the Authority’s existing policies and program guidelines and shall be subject to any contrary provisions thereof. The Authority Commission may waive any provision of this Debt Policy, with respect to a particular debt issue.
ATTACHMENT D
(Fee Schedule)

Issuance Fee: 1%

Annual Administration Fee: 0.15%
(assessed against aggregate original principal issuance amount)
DATE: October 15, 2020

TO: Board of Directors

FROM: Cathy Bando, Executive Director

PURPOSE: Consideration of U.S. Bank as custodian for all Authority bank accounts

BACKGROUND AND SUMMARY:

U.S. Bank currently serves as the custodian for all bank accounts for CSCDA and its affiliates, including CSCDC, CSFA and CaLease. It is proposed that U.S. Bank similarly serve as the custodian for the CSCDA Community Improvement Authority’s bank accounts.

RECOMMENDATION:

CSCDA’s Executive Director recommends approval of U.S. Bank as custodian for all Authority bank accounts.